EXHIBIT A

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Pleasanton
City Clerk's Office
123 Main Street

P.O. Box 520
Pleasanton, CA 94566

Recording Fees Exempt Pursuant to Government Code § 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEVELOPMENT AGREEMENT FOR THE AUSTIN PROPERTY 3459 OLD FOOTHILL ROAD, PLEASANTON, CA

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Pleasanton
City Clerk's Office
123 Main Street

P.O. Box 520
Pleasanton, CA 94566

Recording Fees Exempt Pursuant to Government Code § 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into in the City of Pleasanton on this _____ day of _____ , 2014, by and between the City of Pleasanton, a municipal corporation (the "**City**"), and Charles Austin, and Scott Austin, and Ian P. Austin, as tenants in common (the "**Developer**"), pursuant to the authority of California Government Code sections 65864 *et seq.*

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted California Government Code sections 65864 et seq. (the "**Development Agreement Statute**"), which authorizes City to enter into an agreement with any person having a legal or equitable interest in real property regarding the development of such property.

B. Developer has a legal interest in certain real property located in the City of Pleasanton, County of Alameda, California consisting of approximately 30.4 acres located at 3459 Old Foothill Road, as more particularly described in **DA Exhibit A-1** attached hereto, and as shown on the PUD Development Plan and tentative tract map attached hereto as **DA Exhibit A-2**. Developer contemplates subdividing the property into eight custom home lots with 22 acres to be maintained as open space and deeded to the City of Pleasanton for open space purposes consistent with the terms of this Agreement and consistent with the conditions of approval adopted of PUD-58 and Vesting Tentative Tract Map (PTR-7813), as more particularly described in **DA Exhibit C**.

C. Developer's PUD Development Plan (PUD-58) for the property was approved by the City Council on October 17, 2006, extended by the Community Development Director on January 6, 2010, and by operation of State law has been extended until June 8, 2014. Developer's Vesting Tentative Tract Map (PTR-7813) was approved by the Planning Commission on June 8, 2007, and by operation of State law has been extended until June 8, 2016.

D. Developer wishes to extend the length of time its development approvals for PUD Development Plan (PUD-58) and Vesting Tentative Tract Map (PTR-7813) (hereinafter referred to as the "Project or Project Approvals") are valid.

E. A condition of approval of PUD-58 requires Developer to offer a 35' strip of land along the southern property line to the Jorgensen Lane homeowners, as more particularly shown as Parcels A, B, C and D on the Site Plan Vesting Tentative Tract Map 7813, Sheet 1 of 6, dated April 2007.

F. Proximate and prior to the issuance of the first building permit for construction on any of the eight lots to be developed on Developer's property, Developer shall create four separate parcels by way of a lot line adjustment. The parcels, each 35' deep, shall be as more particularly shown as Parcels A, B, C and D on the Site Plan Vesting Tentative Tract Map 7813, Sheet 1 of 6, dated April 2007. The Developer shall deed the parcels to the four adjacent property owners to the south of the Project, as more particularly provided herein, and consistent with the conditions of approval adopted as part of PUD-58.

G. City wishes to coordinate Developer's grant of open space to the City with the recent purchase of an adjoining parcel of 231.57 acres by the East Bay Regional Park District (hereinafter "EBRPD") in order that the public may utilize the City open space to access the EBRPD new park land. And, the parties agree that City is in a better position to determine the timing and necessary improvements for such public access while the 22 acres of open space dedicated to City by Developer are within City's control.

H. General Plan Amendment (PGPA-11) was approved by the City Council on October 17, 2006, to change the land use designation for the approximately 22 acres of land to be granted to the City from Rural Density Residential to Open Space/Agriculture and Grazing. The City encourages the implementation of General Plan goals and policies, including Policy 7 within the Open Space and Conservation Element to preserve and expand open-space opportunities, including open-space access to the public. The City supports the expansion of the EBRPD's Pleasanton Ridge in areas designated as Open Space.

I. A Mitigated Negative Declaration regarding this project was approved by the City Council on October 17, 2006. Environmental review for the custom lots is anticipated to be accomplished on a lot by lot basis. Environmental review relating to public access to the EBRPD parcel is to be addressed by EBRPD.

J. Following review and recommendation by the City Planning Commission and after a duly noticed public hearing, the City Council, by Ordinance ____, determined that this Agreement was consistent with the City's General Plan and approved this Agreement.

The prior approvals described in these Recitals are collectively referred to herein as the "**Project**" or the "**Project Approvals**" and apply only to the property at 3459 Old Foothill Road. In exchange for the benefits to City described in these recitals, including but not limited to assurance that a residential project consistent with the PUD Development Plan approval referred to above, public access easement, dedication of open space to the City, and Design Guidelines can proceed together with the other public benefits that will result from the development of the

Project Site, Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with the "**Applicable Law**" (defined below), and more particularly the expiration of Developer's Project Approvals shall be extended through DATE, 2024 (with the option of an additional five year extension to DATE 2029), and therefore desires to enter into this Agreement.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

Article I. Description of Property, Effective Date and Term.

Section 1.01 Description of Property. The real property which is the subject of this Agreement is at 3459 Old Foothill Road, as described in the attached **DA Exhibit A-1, DA Exhibit A-2** and **DA Exhibit D** (the "**Property**").

Section 1.02 Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the "**Effective Date**").

Section 1.03 Term. The term of this Agreement shall commence on the Effective Date and extend) ten (10) years, with the option of a five (5) year extension if mutually agreed to in writing by the parties, thereafter (the "**Term**").

Article II. Standards, Laws and Procedures Governing the Project.

Section 2.01 Vested Right To Develop. Developer shall have a vested right to develop the Project Site in substantial conformance with the terms and conditions of the Project Approvals, the Subsequent Approvals (defined below) (as and when issued, if applicable), the Applicable Law (defined below) and amendments as shall, from time to time, be approved pursuant to this Agreement.

Section 2.02 Permitted Uses. The permitted uses and the density and intensity of use of the Project Site; the maximum height, bulk and size of the proposed buildings, apartments and single family homes; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals and, as and when they are issued (but not in any limitation of any right to develop as set forth in the Project Approvals), any Subsequent Approvals (defined below).

Section 2.03 Applicable Law. "Applicable Law" shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses on the Project Site, governing density, and governing the design, improvements, the City's Residential Growth Management Program (as set forth in Chapter 17.36 of the Pleasanton Municipal Code), and applicable City regulations, and construction standards and specifications applicable to the Project Site as set forth in this Agreement and the Project Approvals, and in force and effect on the Effective Date. During the Term, to the extent there are any conflicts between the Project

Approvals (including but not limited to conditions to any of the Project Approvals) and this Agreement, the terms and conditions of this Agreement shall govern..

Section 2.04 Moratorium, Initiatives and Conflicting Enactments. To the extent consistent with state law (and excepting a declaration of a local emergency or state emergency as defined in Government Code section 8558), if any ordinance, resolution or other measure is enacted subsequent to the Effective Date, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project or Project Approvals or Subsequent Approvals on all or any part of the Project Site ("**City Law**"), City agrees that such ordinance, resolution or other measure shall not apply to the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the Term.

Section 2.05 Life of Project Approvals or Subsequent Approvals. The term of any Project Approval or Subsequent Approval shall automatically be extended for the longer of the Term of this Agreement or the term otherwise applicable to such Project Approval or Subsequent Approval if this Agreement is no longer in effect. The Term of this Agreement, any other Project Approval or Subsequent Approval shall not include any period of time during which any applicable development or utility moratorium, lawsuit or the actions of other public agencies that regulate land use, delays construction of the Project.

Section 2.06 Development Timing. Subject to Applicable Law, Developer shall have the right to develop the Project on the Project Site in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment.

Section 2.07 Compliance with State and Federal Law. This Agreement is subject to Developer's compliance with all applicable federal and state laws and regulations and compliance with the California Environmental Quality Act, Public Resources Code sections 21000 *et seq*. ("**CEQA**").

Article III. Developer Obligations.

Section 3.01 Obligations of Developer Generally. The parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer's agreement to perform and abide by its long term covenants and obligations, as set forth herein. The parties acknowledge that many of Developer's long term obligations set forth in this Agreement are in addition to Developer's agreement to perform all the mitigation measures incorporated in the project's design or identified within the conditions of approval.

Section 3.02 Development Impact Fees. Developer shall pay to City, in accordance with and subject to this Article 3, only those types and amounts of development impact fees and exactions, and other building permit and development-related fees, which are in effect as of the Effective Date. Developer shall pay those periodic cost of living or similar indexed increases, decreases or adjustments to such fees and exactions as are applicable and in effect at the time such fees or exactions would otherwise be payable to City. Included within attached **DA Exhibit B** is a complete list of the types and amounts of City development impact fees and exactions applicable

to the Project (including those set forth below in this Article 3) (collectively, "City Impact Fees"), as well as a complete list of all other building permit and development-related fees applicable to the Project and collectible by City (for City's own account or on account of other agencies) (all such other fees collectible by City for its own account are hereinafter referred to collectively as "Other City Fees"). In the event Developer applies for multiple grading or building permits covering portions or phases of the Project, Developer shall only pay those City Impact Fees and Other City Fees (or prepare such study or studies) applicable to the portion or phase of the Project covered by the issued permits. Developer acknowledges that this Development Agreement does not control development related fees charged by entities other than the City of Pleasanton as more particularly described in the succeeding sections, and that Developer shall be responsible for payment of such fees charged by entities other than the City in effect at the time of building permit issuance notwithstanding the fact that the City may collect such fees on behalf of those other entities.

Section 3.03 Traffic Mitigation Measures; Traffic Impact Fees. Developer shall be obligated to mitigate the traffic related impacts of the Project, which shall be deemed full compliance with General Plan policy, by complying with each of the following:

(a) Pleasanton Traffic Impact Fee. Developer shall pay to City the applicable Pleasanton Traffic Impact Fee in accordance with the City's fee schedule in effect on the Effective Date of this Agreement, and

(b) Tri-Valley Transportation Committee Fee. Developer shall pay to the City the Tri-Valley Transportation Committee Fee as may be applicable.

Section 3.04 School Fees. Developer, its successors and assigns, including subsequent purchasers of individual lots in the Project, shall pay school fees to Pleasanton Unified School District ("PUSD") in accordance with the schedule promulgated by PUSD entitled Pleasanton Unified School District Summary of Applicable Developer Fees, as may be amended from time to time, or successor schedule, in effect at the time of application for a building permit. Developer shall provide to City, prior to building permit issuance, PUSD's written confirmation of such payment.

Section 3.05 Processing Fees; Permit Fees

(a) Building Permit. Developer shall pay those building permit fees in effect at the time of building permit issuance.

(b) Processing Fees. Developer shall pay to City the City's reasonable application processing fees for the Project in accordance with the City's fee schedule in effect at the time Developer submits the applicable Project application for processing. In the event Developer sells its interest in the Project, its successor(s) shall pay those processing fees in effect at the time of building permit issuance.

Section 3.06 Park Fees. In light of Developer's grant of open space to the City, as provided in Section 3.07 below, the payment of park fees is not required.

Section 3.07 Dedication of Open Space. Developer shall deed to City in fee, concurrently with the execution of this Agreement by the City, approximately 22 acres of open space designated as Lot 9 and as more particularly shown on the Site Plan Vesting Tentative Tract Map 7813, Sheet 1 of 6, dated April 2007, and the diagram attached hereto as **DA Exhibit A-2** and incorporated herein by reference. In addition, Developer shall make an irrevocable offer of dedication to City of a 5' (five foot) strip of land abutting Foothill Road from the adjacent lot at Jorgensen Lane and Foothill Road to the southern boundary of Developer's subdivision. Said five foot strip is more particularly show on the diagram attached hereto as **DA Exhibit D** and incorporated herein by reference. The parties contemplate that at the time Developer processes its final tract map and deeds Parcels A, B, C and D as shown on the Site Plan Vesting Tentative Tract Map 7813, Sheet 1 of 6, dated April 2007 to the Jorgensen Lane neighboring property owners, City shall accept the offer of dedication of the five foot strip. Furthermore, Developer shall, upon request by neighboring Jorgensen Lane property owners, at its expense remove existing fences at the current (at the time of entering into this Agreement) property lines, and construct new fences where Developer's subdivision abuts Parcels A, B, C and D on the final tract map. If requested by neighboring Jorgensen Lane property owners, the new fences shall connect with existing side fences, which will require the extension of such side fences by Developer at its expense.

Section 3.08 When a Final Tract Map is processed, it shall provide that a recorded deed of sale for all lots shall include a disclosure stating the City of Pleasanton owns the open space surrounding lots 1 through 8, that the open space area can be used by the public, that the open space area includes a trail which connects to the Pleasanton Ridge trail, and that the buyer recognizes that the activities that take place in the open area may result in noise, odors, dust, or other conditions that may affect the lots covered by this PUD Development Plan.

Article IV. City Obligations.

Section 4.01 Protection of Vested Rights. To the maximum extent permitted by law, City shall take any and all actions as may be necessary or appropriate to ensure that the vested rights provided by this Agreement can be enjoyed by Developer and to prevent any City Law from invalidating or prevailing over all or any part of this Agreement. City shall cooperate with Developer and shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect. City shall not support, adopt, or enact any City Law, or take any other action which would violate the express provisions or intent of the Project Approvals or the Subsequent Approvals (defined below).

Section 4.02 Availability of Public Services. To the maximum extent permitted by law and consistent with its authority, City shall assist Developer in reserving capacity for sewer, water and any other services as may be necessary to serve the Project.

Section 4.03 Processing Subsequent Approvals. "**Subsequent Approvals**" shall mean those certain other land use approvals, entitlements, and permits other than the Project Approvals which are necessary or desirable for the development of the Project on the Project Site. The Subsequent Approvals may include, without limitation, the following: amendments of the Project Approvals, lot line adjustments and/or subdivision maps, improvement agreements, grading permits, building permits, sewer and water connection permits, and certificates of occupancy.

The Subsequent Approvals shall be deemed tools to implement those final policy decisions reflected by the Project Approvals and shall be issued by City so long as they comply with this Agreement and Applicable Law and are not inconsistent with the Project Approvals. Without limiting the preceding provisions of this Section 4.03 or Sections 2.01-2.02, City shall not (a) impose any conditions of approval or other requirements upon any Subsequent Approvals that conflict with any Project Approvals or that could prevent or materially increase the cost of development of the Project pursuant to the Project Approvals; or (b) require any further legislative level entitlements to enable Developer to build out the Project on the Project Site.

Article V. Miscellaneous.

Section 5.01 Amendment to Project Approvals.

(a) Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the Director of Community Development or his/her designee shall determine (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is substantially consistent with this Agreement and Applicable Law. If the Director of Community Development or his/her designee finds that the proposed amendment or modification is minor, substantially consistent with this Agreement and Applicable Law, and will result in no new significant impacts not addressed and mitigated in the IS/MND, the amendment shall be determined to be an "Administrative Project Amendment" and the Director of Community Development or his designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments.

(b) Other Project Amendments. Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which does not satisfy the requirements for an Administrative Project Amendment shall be subject to the review, consideration and action by City pursuant to the Applicable Law and this Agreement.

Section 5.02 Amendment of Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:

(a) Administrative Agreement Amendments. Any amendment to this Agreement which does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms,

restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings, or (vi) monetary contributions by Developer, shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. Such amendment may be approved by the Community Development Director who shall make the determination in the context of the overall Project.

(b) Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval shall require an amendment to this Agreement. Instead, any such amendment automatically shall be deemed to be incorporated into the Project and vested under this Agreement.

(c) Scope of Amendment. An amendment to this Agreement may properly address new impacts, if any, resulting from the proposed amendment and shall not serve as an opportunity for City to revisit vested rights unrelated to such amendment.

Section 5.03 Cooperation in Event of Legal Challenge. In the event of an administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of this Agreement or any Project Approval or Subsequent Approval, the parties shall cooperate in defending such action or proceeding. The parties shall use best efforts to select mutually agreeable legal counsel to defend such action, and Developer shall pay compensation for such legal counsel; provided, however, that such compensation shall include only compensation paid to counsel not otherwise employed as City staff and shall exclude, without limitation, City Attorney time and overhead costs and other City staff overhead costs and normal day-to-day business expenses incurred by City. Developer's obligation to pay for legal counsel shall not extend to fees incurred on appeal unless otherwise authorized by Developer. In the event City and Developer are unable to select mutually agreeable legal counsel to defend such action or proceeding, each party may select its own legal counsel at its own expense.

Section 5.04 Defaults. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided under law. No default hereunder shall render invalid the lien of any deed of trust, mortgage or security interest in or upon the Project Site or any improvements or fixtures at any time located thereon.

Section 5.05 Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement.

Section 5.06 California Law. This Agreement shall be construed and enforced in accordance with California Law.

Section 5.07 Attorneys Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, the prevailing party is entitled to reasonable attorney's fees and any related costs incurred in that proceeding in addition to any other relief to which it is entitled.

Section 5.08 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent

jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties.

Section 5.09 Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law *including, without limitation, California Civil Code section 1468.*

Section 5.10 Assignment of Interests, Rights and Obligations. Developer may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to third parties acquiring an interest or estate in the Project Site or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities. However, notwithstanding the previous sentence, purchasers of lots shall pay fees in place at time of building permit issuance as set forth in Section 3.05.

Section 5.11 Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, by telefacsimile (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by Federal or other similar courier promising overnight delivery to the respective addresses specified by each party. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to City, to:
City of Pleasanton
City Hall
123 Main Street
P.O. Box 520
Pleasanton, CA 94566
Attn: Nelson Fialho, City Manager
Telephone: (925) 931-5002
Facsimile: (925) 931-5482

With Copies to:
City of Pleasanton
City Hall
123 Main Street
P.O. Box 520 Pleasanton, CA 94566
Attn: Jonathan Lowell, City Attorney
Telephone: (925) 931-5015
Facsimile: (925) 931-5482

If to Developer, to:

With Copies to: Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

DA EXHIBIT A-1.....Legal Description

DA EXHIBIT A-2.....Diagram of Austin Property Subdivision and Open Space

DA EXHIBIT B .....List of City Development Impact Fees

DA EXHIBIT C .....Conditions of Approval: PUD-58 and PTR-7813

DA EXHIBIT D.....Diagram of Open Space, Irrevocable Offer of Dedication

Section 5.12 Entire Agreement, Counterparts and Exhibits. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of ___ pages and three exhibits which constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and the Developer.

Section 5.13 Estoppel Certificate. Developer may, at any time, and from time to time, deliver a written notice to City requesting City to certify in writing that: (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments entered into by the parties, and (c) to the knowledge of City, neither party is or has been in default under this Agreement, or if any such default has to City's knowledge occurred, describing the nature of any such event of default and any cure thereof. City shall execute and return such certificate to Developer within ten (10) days following City's receipt thereof, and if City fails so to do within such 10-day period, the information in Developer's notice shall conclusively be deemed true and correct in all respects. The Director of Community Development, on behalf of City, shall execute certificates requested by Developer hereunder. City acknowledges that any certificate hereunder may be relied upon by any transferee or mortgagee of any interest of Developer hereunder.

Section 5.14 Further Assurances. Each of the parties covenants, on behalf of itself and its successors and assigns, to take all actions and to execute, with acknowledgment or affidavit if required, any and all documents and writings, that may be reasonably necessary, proper or convenient to achieve the purposes and objectives of this Agreement.

Section 5.15 Interpretation. Captions and headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement. As used herein: (a) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) where the context so requires; (b) locative adverbs such as "herein," "hereto," and "hereunder" shall refer to this Agreement in its entirety and not to any specific section or paragraph; (c) the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase "but not limited to;" (d) "shall," "will," "must," "agrees," and "covenants," are mandatory and

"may" is permissive; and (e) "or" is not exclusive. The parties have jointly participated in the negotiation and drafting of this Agreement, and this Agreement shall be construed fairly and equally as to the parties, without regard to any rules of construction relating to the party who drafted a particular provision of this Agreement.

Section 5.16 Recordation of Development Agreement. Pursuant to California Government Code section 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Alameda.

[Signatures on next page]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the day and year first above written.

"CITY"

Dated: _____

CITY OF PLEASANTON,
a municipal corporation

By: _____
Nelson Fialho
City Manager

Dated: _____

Approved as to form:

By: _____
Jonathan Lowell
City Attorney

"DEVELOPER"

Dated: _____

By:

By: _____

Name: _____

Title: _____

DA-EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Pleasanton, County of Alameda, State of California, described as follows:

BEING ALL THAT CERTAIN REAL PROPERTY DESCRIBED IN THE GRANT DEED TO CHARLES B. AUSTIN, A MARRIED MAN AND SCOTT M. AUSTIN, A MARRIED MAN AND IAN P. AUSTIN, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, AS TENANTS IN COMMON, AS RECORDED MARCH 21, 2008 UNDER SERIES NO. 2008098205, ALAMEDA COUNTY OFFICIAL RECORDS.

2008 Austin Vesting Deed NO. 2008098205

Beginning at the point of intersection of the Western Line of the Rancho Santa Rita with the Southwestern Line of Foothill Road; running thence along said line of Foothill Road, the six following courses and distances;
l) South 26°11'00" East, 144.91 feet; ·
2) South 18°21'00" East, 463.40 feet;
3) South 38°41'19" East, 274.61 feet;
4} South 56°41'00" East, 721.30 feet;
5) South 33°35'15" East, 287.83 feet;
6) South 23°58'40" East, 185.77 feet;

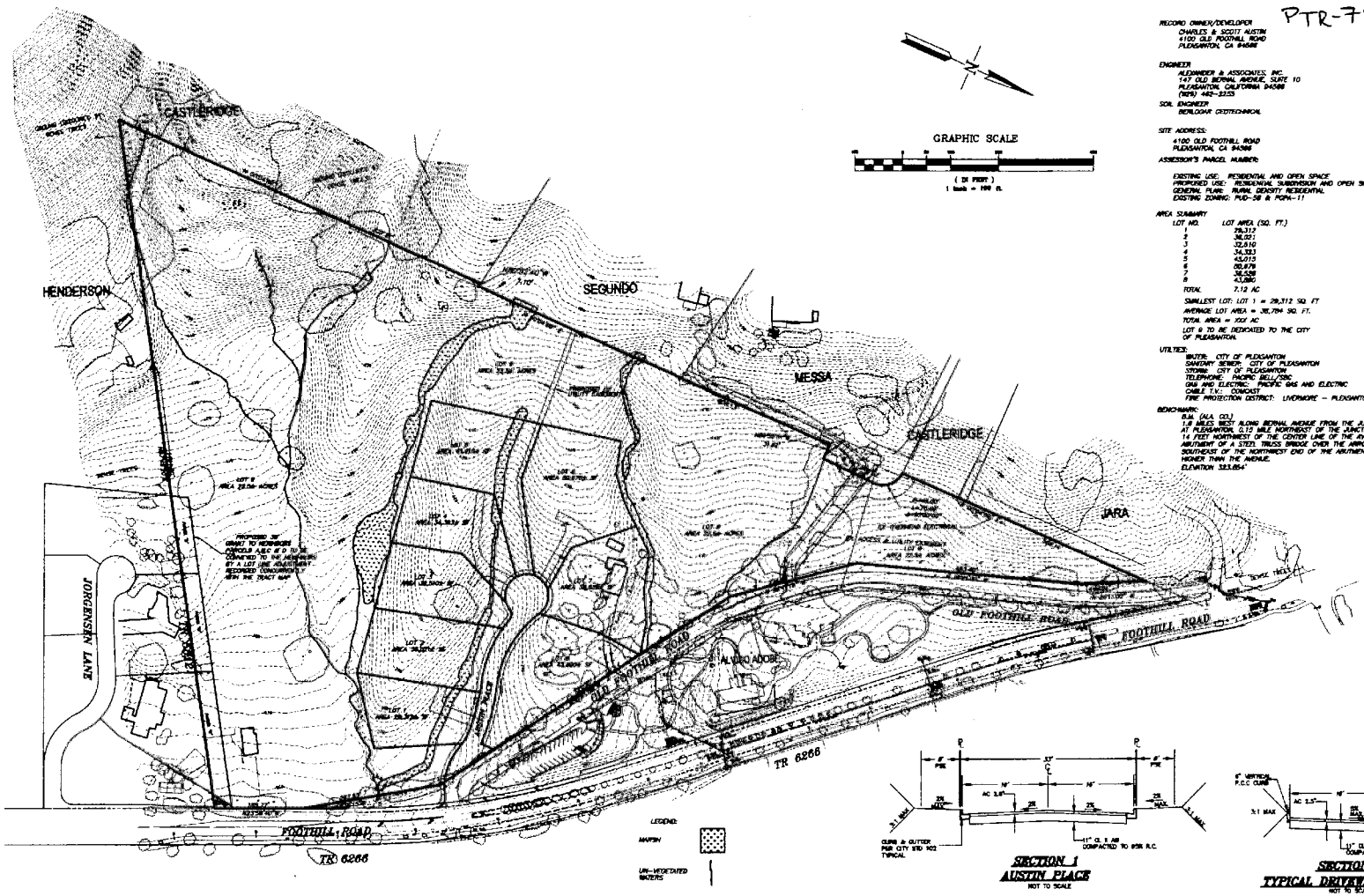
Thence leaving said line of Foothill Road South 57°49'20, West 1443.54 feet more or less, to the Western Line of the Rancho Santa Rita; thence along said Western Line of the Rancho Santa Rita North 00°04'09" East 827.91 feet to a point on the easterly prolongation of the southerly line of that certain parcel of land conveyed to Michael C. Segundo, a single man, by deed recorded December 22, 2006 under Recorder's Series No. 2006-466826, Official Records of Alameda County, thence along said easterly prolongation South 80°52 '40" East 7 .10 feet; thence North 00°04 '.09" East 808.13 feet; thence South 89°55'51" East 31.92 feet; thence North 02°12'08" East 117.06 feet to the beginning of a curve concave to the southwest having a radius of 45 feet; thence northerly, northwesterly, and westerly 70.69 feet along said curve through a central angle of 90°00'00" to a point on the said Western Line of the Rancho Santa Rita, thence along said line North 09°04'09" West 560.14 feet to the Point of Beginning.

DA-EXHIBIT A-2

DIAGRAM OF AUSTIN PROPERTY SUBDIVISION AND OPEN SPACE
(VESTING TENTAIVE TRACT MAP PTR-7814)

ATTACHMENT 2

PTR-7813



RECORD OWNER/DEVELOPER
CHARLES & SCOTT AUSTIN
4100 OLD FOOTHILL ROAD
PLEASANTON, CA 94566

ENGINEER
ALEXANDER & ASSOCIATES, INC.
147 OLD BERNAL AVENUE, SUITE 10
PLEASANTON, CALIFORNIA 94566
(925) 462-2255

SOIL ENGINEER
BERLOGAR GEOTECHNICAL

SITE ADDRESS:
4100 OLD FOOTHILL ROAD
PLEASANTON, CA 94566

ASSESSOR'S PARCEL NUMBER:

EXISTING USE: RESIDENTIAL AND OPEN SPACE
PROPOSED USE: RESIDENTIAL SUBDIVISION AND OPEN SPACE
GENERAL PLAN: RURAL DENSITY RESIDENTIAL
EXISTING ZONING: PUD-58 & PGPA-11

AREA SUMMARY

LOT NO.	LOT AREA (SQ. FT.)
1	29,312
2	36,021
3	32,610
4	34,323
5	45,015
6	50,679
7	38,528
8	43,880
TOTAL	7.12 AC

SMALLEST LOT: LOT 1 = 29,312 SQ. FT
AVERAGE LOT AREA = 38,784 SQ. FT.
TOTAL AREA = XXX AC
LOT 9 TO BE DEDICATED TO THE CITY OF PLEASANTON.

UTILITIES:
WATER: CITY OF PLEASANTON
SANITARY SEWER: CITY OF PLEASANTON
STORM: CITY OF PLEASANTON
TELEPHONE: PACIFIC BELL/SBC
GAS AND ELECTRIC: PACIFIC GAS AND ELECTRIC
CABLE T.V.: COMCAST
FIRE PROTECTION DISTRICT: LIVERMORE – PLEASANTON FIRE DEPARTMENT

BENCHMARK:
B.M. (ALA. CO.)
1.8 MILES WEST ALONG BERNAL AVENUE FROM THE JUNCTION OF MAIN STREET AT PLEASANTON, 0.15 MILE NORTHEAST OF THE JUNCTION OF STATE HIGHWAY 21, 14 FEET NORTHWEST OF THE CENTER LINE OF THE AVENUE, IN THE TOP OF THE ABUTMENT OF A STEEL TRUSS BRIDGE OVER THE ARROYO DE LA LAGUNA, 0.5 FOOT SOUTHEAST OF THE NORTHWEST END OF THE ABUTMENT, AND ABOUT 1/4 FOOT HIGHER THAN THE AVENUE.
ELEVATION 323.654'

REV	DATE	DESCRIPTION	APPROVAL

PROJECT NAME
SITE PLAN
VESTING TENTATIVE
TRACT MAP 7813

ALEXANDER & ASSOCIATES INC.
SURVEYORS
ENGINEERS
PLANNERS
147 OLD BERNAL AVE. SUITE 10, PLEASANTON, CALIFORNIA (925) 462-2255

DRAWN BY: SL
DESIGNED BY:
CHECKED BY: DA
SCALE: AS SHOWN

SHEET TITLE
MEADOWLARK
4100 OLD FOOTHILL ROAD
CITY OF PLEASANTON

JOB NO.: 06083
DISK NO.:
FILE NO.: 06083TENT
DATE: APRIL 2007

SHEET NO.: 1
OF 8 SHEETS

DA-EXHIBIT B

LIST OF CITY IMPACT FEES AND OTHER CITY FEES

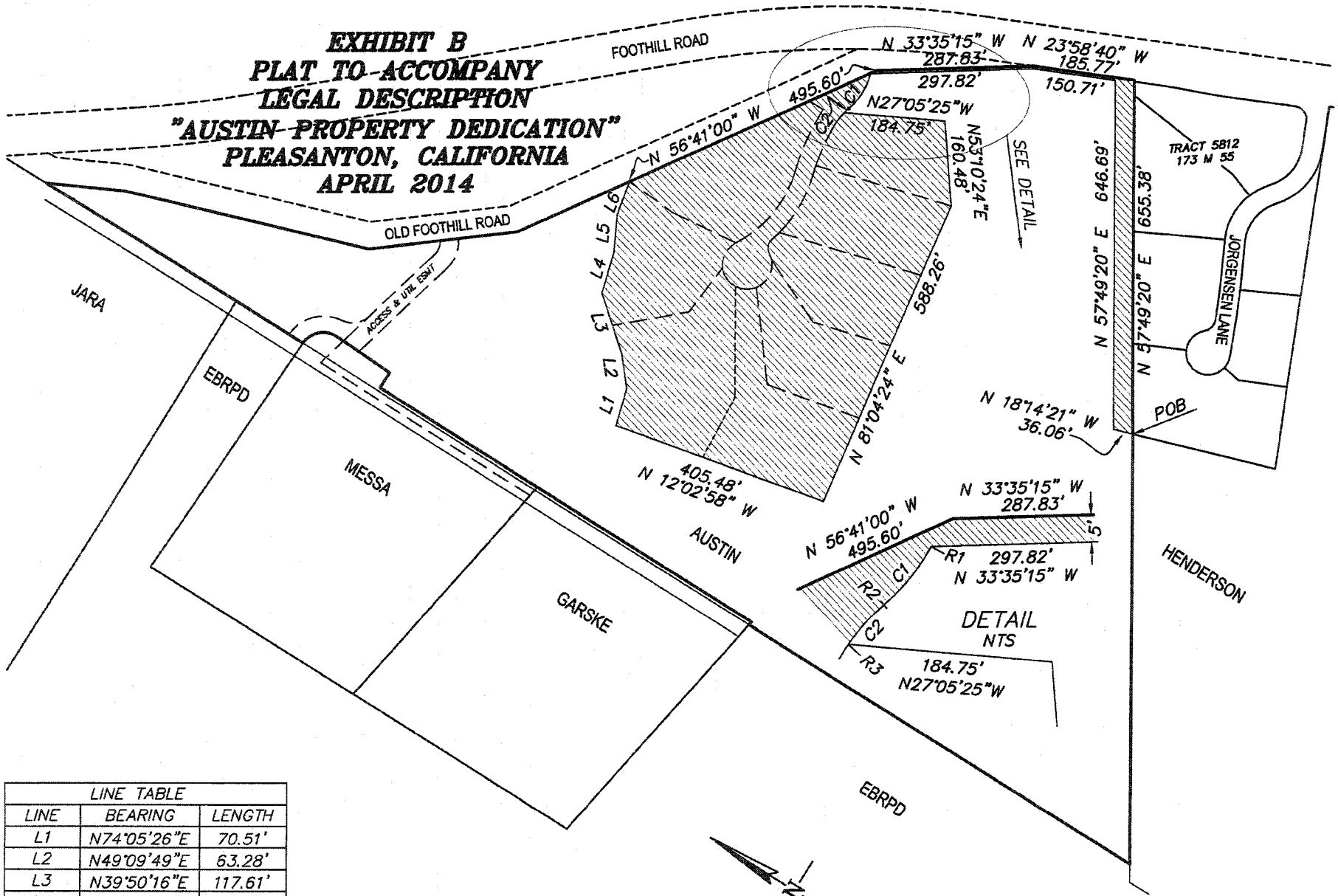
DA EXHIBIT C

CONDITIONS OF APPROVAL: PUD-58 AND PTR-7813

DA-EXHIBIT D

DIAGRAM OF OPEN SPACE, IRREVOCABLE OFFER OF DEDICATION
(AUSTIN PROPERTY DEDICATION)

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
"AUSTIN PROPERTY DEDICATION"
PLEASANTON, CALIFORNIA
APRIL 2014



LINE TABLE		
LINE	BEARING	LENGTH
L1	N74°05'26"E	70.51'
L2	N49°09'49"E	63.28'
L3	N39°50'16"E	117.61'
L4	N73°58'02"E	78.36'
L5	N62°00'49"E	70.43'
L6	N77°41'01"E	66.05'
R1	S18°28'20"E (R)	
R2	N17°01'28"E (R)	
R3	N11°36'54"E (R)	

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	124.50'	35°29'48"	77.13'
C2	123.50'	5°24'34"	11.66'

ALEXANDER & ASSOCIATES INC.
SURVEYORS – PLANNERS – ENGINEERS
147 OLD BERNAL AVENUE, SUITE 10
PLEASANTON, CALIFORNIA

14093