

RESOLUTION NO. PC-2019-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLEASANTON APPROVING A DESIGN REVIEW APPLICATION AT 1700 STONERIDGE MALL ROAD FOR SIMON PROPERTY GROUP ON BEHALF OF STONERIDGE PROPERTIES, LLC [P18-0340]

WHEREAS, on December 5, 2018, Simon Property Group, on behalf of Stoneridge Properties LLC, applied for Design Review approval to demolish the existing Sears Department store (approximately 176,151-square-foot) and parking structure, and construct a 255,420-square-foot development including new retail, grocery, cinema, and specialty lifestyle health club uses (net increase of 79,269 square feet) at the Stoneridge Shopping Center located at 1700 Stoneridge Mall Road; and

WHEREAS, zoning for the property is C-R(M) – (Regional Commercial – Mall) District; and

WHEREAS, on April 24, 2019, the Planning Commission held a duly-noticed public hearing and considered relevant exhibits, recommendations of the City staff concerning this application, and received testimony from the applicant and interested parties.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Pleasanton, based on the entire record of proceedings, including the oral and written staff reports and all public comment and testimony resolve, declare, determine and order the following:

Section 1: Findings for California Environmental Quality Act (CEQA) Review

The Planning Commission finds that the proposed project is consistent with the development density, land uses, development standards and other key parameters established by the Pleasanton Municipal Code, General Plan, and Development Agreement, which were reviewed pursuant to CEQA in a previously certified and/or adopted environmental document including the Environmental Impact Report (EIR) prepared for the Pleasanton 2005-2025 General Plan, certified in July 2009 which was adopted and certified by the City Council in 2009 under City Council Resolution No. 09-312. Mitigation measures established in the prior environmental document would remain applicable to projects. The net increase of 79,269 square feet is below and therefore consistent with the 362,790-square-foot expansion of the Stoneridge Shopping Center that was established in the approved Development Agreement and considered in the EIR prepared for the Pleasanton 2005-2025 General Plan. In addition, an Environmental Addendum dated April 16, 2019 and Traffic Analysis dated April 10, 2019 were completed for this project to verify the proposed project is consistent with the previously approved EIR and that it is adequate to serve as the environmental documentation for this Project and satisfy all the requirements of the CEQA.

Based on the foregoing, the Planning Commission finds that pursuant to CEQA Guidelines Section 15183, Projects Consistent with a Community Plan, General Plan, or Zoning, additional environmental review is not required because there are no project-specific significant effects that are peculiar to the project or its site that would result from the proposed

project. Accordingly, no changes to mitigation measures, findings, or statement of overriding considerations are needed.

Section 2: Findings for Design Review Approval

With respect to the approval of P18-0340, the Planning Commission finds that the project was reviewed and approved based on the nine criteria as required by Section 18.20.030 of the Pleasanton Municipal Code which include the following:

1. Preservation of the natural beauty of the city and the project site's relationship to it;
2. Appropriate relationship of the proposed building to its site, including transition with streetscape, public views of the buildings, and scale of buildings within its site and adjoining buildings;
3. Appropriate relationship of the proposed building and its site to adjoining areas, including compatibility of architectural styles, harmony in adjoining buildings, attractive landscape transitions, and consistency with neighborhood character;
4. Preservation of views enjoyed by residents, workers within the city, and passersby through the community;
5. Landscaping designed to enhance architectural features, strengthen vistas, provide shade, and conform to established streetscape;
6. Relationship of exterior lighting to its surroundings and to the building and adjoining landscape;
7. Architectural style, as a function of its quality of design and relationship to its surroundings; the relationship of building components to one another/the building's colors and materials; and the design attention given to mechanical equipment or other utility hardware on roof, ground or buildings;
8. Integration of signs as part of the architectural concept; and
9. Architectural concept of miscellaneous structures, street furniture, public art in relationship to the site and landscape.

With respect to the above criteria, the Planning Commission finds that the project would preserve and enhance the City's aesthetic values and ensure the preservation of the public health, safety and general welfare since it would be consistent with the allowable height, setbacks and other pertinent development standards of the approved Development Agreement and C-R(M) – (Regional Commercial – Mall) zoning district in which it is located, and would improve an underutilized project site. The new buildings would be attractive and well designed to include a range of materials and finishes that are compatible with the existing Mall and surrounding buildings. The project would also install new street improvements and right-of-way dedication to allow for future expansion of Stoneridge Mall Road and include new landscaping

with trees to be planted along the perimeter of the project and the Stoneridge Mall Road street frontage.

SECTION 3: The Planning Commission hereby approves Case P18-0340, the application of Simon Property Group on behalf of Stoneridge Properties LLC, for Design Review approval to demolish the existing Sears Department store (approximately 176,151-square-feet) and parking structure, and construct a 258,000-square-foot development including new retail, grocery, cinema, and specialty lifestyle health club uses (net increase of 79,269 square feet) at the Stoneridge Shopping Center located at 1700 Stoneridge Mall Road, subject to the Conditions of Approval shown in Attachment 1, attached hereto and made part of this case by reference.

SECTION 4: This resolution shall become effective 15 days after its passage and adoption unless: 1) appealed prior to that time by any member of the public, or 2) if a City Councilmember wishes to review the item, pursuant to Pleasanton Municipal Code section 18.144.010, he or she must indicate their desire to review within 15 days following the date of approval, or at the next regular meeting of the City Council, whichever is later. If the majority of the City Council agrees to review the item, a further hearing shall be set pursuant to Pleasanton Municipal Code section 18.12.040 and the Council shall consider the item at that time.

PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of Pleasanton at a regular meeting held on April 24, 2019, by the following vote:

Ayes:
Noes:
Abstain:
Absent:

ATTEST:

Ellen Clark
Secretary, Planning Commission

Nancy Allen
Chair

APPROVED AS TO FORM:

Julie Harryman
Assistant City Attorney

**EXHIBIT A
DRAFT CONDITIONS OF APPROVAL**

**P18-0340
1700 Stoneridge Mall Road
April 24, 2019**

The applicant is hereby notified, as part of this approval, that (s)he is required to satisfy and maintain compliance with the conditions of approval below. Where approval by the Director of Community Development, Planning Division, Director of Engineering/City Engineer, City Attorney, Chief Building and Safety Official, Fire Department or other City staff is required, review shall be for compliance with all applicable conditions of approval, adopted policies and guidelines, ordinances, laws and regulations, and accepted practices related to the approval. In addition to complying with the conditions below, the applicant is required to comply with all applicable federal, state, and local laws that pertain to this project whether or not specifically noted herein.

This approval is granted for Design Review approval to demolish the existing Sears Department store (approximately 176,151-square-foot) and parking structure, and construct a 255,420-square-foot development including new retail, grocery, cinema, and specialty lifestyle health club uses (net increase of 79,269 square feet) at the Stoneridge Shopping Center located on Assessor Parcel Nos. 941-1201-95, 941-1201-92, and 941-1201-94-3 at 1700 Stoneridge Mall Road. Development shall be substantially as shown on the project materials listed below:

- a. Project plans, Exhibit B, prepared by Kimley-Horn for Simon Properties, dated "Received" on April 5, 2019, and kept on file in the Planning Division of the Community Development Department.
- b. Project color and material call-outs, Exhibit B, prepared by Kimley-Horn for Simon Properties, dated "Received" on April 17, 2019, and kept on file in the Planning Division of the Community Development Department.
- c. Preliminary Arborist Report, Exhibit B, prepared by HortScience for Simon Properties, dated "Received" on April 17, 2019, and kept on file in the Planning Division of the Community Development Department.
- d. Preliminary LEED Checklist, Exhibit B, prepared by Simon Properties, dated "Received" on April 17, 2019, and kept on file in the Planning Division of the Community Development Department.
- e. Project Parking Evaluation and Traffic Analysis, Exhibit B, prepared by Kimley-Horn for Simon Properties, dated "Received" on April 17, 2019, and kept on file in the Planning Division of the Community Development Department.
- f. Parking Evaluation, Exhibit B, prepared by Kimley-Horn for Simon Properties, dated "Received" on April 17, 2019, and kept on file in the Planning Division of the Community Development Department.
- g. Preliminary Climate Action Plan (CAP) Checklist, Exhibit B, prepared by Simon Properties, dated "Received" on April 17, 2019, and kept on file in the Planning Division of the Community Development Department.

The project materials listed above are collectively the “Approved Plans.”

THIS APPROVAL IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

1. **APPROVAL AND REVISIONS:** The proposed use and development shall be in substantial conformance with the “Approved Plans,” except as modified by the following conditions. Modifications to the plans, including changes within the scope of allowable project revisions defined elsewhere in these conditions and found to be complementary to the approved design and color material palette approved by the Planning Commission, may be allowed subject to the approval of the Director of Community Development if the proposed use is allowed by the Pleasanton Municipal Code and found to be in substantial conformance with the approved Exhibit B, and with the applicant-provided guidelines included as Exhibit F.
2. **EXPIRATION –DESIGN REVIEW:** This Design Review approval will lapse and shall become void 1 year following the date on which the applications became effective, unless prior to the expiration of 1 year a building permit is issued and construction is commenced and diligently pursued toward completion on the site which was the subject of the application; or a certificate of occupancy is issued for the structure which was the subject of the Design Review application; or the site is occupied if no building permit or certificate of occupancy is required; or the applicant or his/her successor has filed a request for extension with the Zoning Administrator pursuant to the provisions of the Pleasanton Municipal Code.
3. **APPEAL PERIOD:** The building permit submittal will only be accepted after completion of the appeal period provided in the Municipal Code unless the applicant submits a signed statement acknowledging the plan check fees may be forfeited in the event the approval is overturned on appeal, or the design is significantly changed as a result of the appeal. In no case will a building permit be issued prior to the expiration of the appeal period.
4. **LIABILITY AND INDEMNIFICATION:** To the extent permitted by law, the project applicant shall hold harmless, defend (with counsel acceptable to the City), and indemnify the City, its City Council, its officers, commissions, employee and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and/or the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including without limitation, reimbursing the City its attorneys’ fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

PLANNING DIVISION – 925-931-5600

Site Development and Building Design

5. **BUILDING MATERIALS AND COLORS:** The building materials and colors in the Approved Plans shall be stated on the building permit plans.
6. **SITE PLAN AND BUILDING CHANGES:** Changes to the site plan, buildings, or exterior facades of the buildings shall not be made without prior approval from the Planning Division. Any proposed modifications to building configuration or elevations shall be complementary to the approved design and color material palette approved by the Planning Commission and shall be subject to review and approval by the Director of Community Development prior to issuance of building permits. **(PROJECT SPECIFIC CONDITION)**

7. FITNESS BUILDING: Prior to issuance of building permits, the following changes shall be made to the proposed fitness building:
 - a. Window placement and sizes shall be modified to create a more consistent window pattern. Window glazing patterns shall be simplified and made more uniform in pattern.
 - b. The proposed entry feature shall include a cap element and detailing similar to the submitted renderings on sheet A-3.02.
 - c. The horizontal window pop-out along the third floor of the south elevation shall be removed.
 - d. The vertical, protruding building element on the south elevation should be reduced in scale, or modified in design to be less prominent. The element may be removed altogether if replaced with an appropriate alternative design element that adds articulation to this facade. **(PROJECT SPECIFIC CONDITION)**
8. APPLICANT DESIGN GUIDELINES: Any changes to the exterior of the buildings shall receive landlord approval prior to submitting to the City for building permit plan check and shall generally adhere to the guidelines included in the Landlord Architectural Guidelines, Exhibit F, prepared by Simon Properties, dated "Received" on April 17, 2019, and kept on file in the Planning Division of the Community Development Department. **(PROJECT SPECIFIC CONDITION)**
9. RETAINING WALL MATERIAL AND COLOR: Plans submitted for plan check shall include the proposed retaining wall heights, materials and color. Unless otherwise approved by the Director of Community Development, all retaining walls visible from the street shall be stucco or decorative in design. **(PROJECT SPECIFIC CONDITION)**
10. SHOPPING CART CORRALS: Plans submitted for plan check shall include the design of any proposed shopping cart storage corrals on-site and shall be subject to the review and approval by the Director of Community Development. The storage corrals/screening shall be designed to include complementary materials and colors consistent with the design of the center. **(PROJECT SPECIFIC CONDITION)**
11. SETBACKS: All buildings and building elements, excluding building projections as defined by Section 1884.120 of the Pleasanton Municipal Code, shall be set back a minimum of 12-feet from the back of the public sidewalk as shown on the Stoneridge Mall Road street Section A on the Preliminary Grading Plan within Exhibit B. **(PROJECT SPECIFIC CONDITION)**
12. PARKING: All future uses associated with this approval shall demonstrate that then-existing uses at the Stoneridge Mall, plus the new use proposed shall meet the minimum Pleasanton Municipal Code requirements for parking. **(PROJECT SPECIFIC CONDITION)**
13. CLIMATE ACTION PLAN: The project shall provide the Climate Action Plan (CAP) Measures identified in the CAP Checklist within Exhibit B, in accordance with the City's approved Climate Action Plan.
14. WINDOWS: Manufacturer type, design, material, and installation details for all windows within the project shall be specified for each unit/building in in the building permit submittal. Any proposed modifications shall be subject to review and approval by the Planning Division prior to issuance of building permits.
15. PAVING MATERIALS: The color, material, design, and product specifications for the paving materials used on-site shall be in substantial conformance with the Approved Plans and included with the building permit submittal. Any proposed modifications to the final paving

design details shall be subject to review and approval by the Planning Division prior to issuance of building permits.

16. **COLOR SCHEME:** The applicant shall paint a portion of each building with the color scheme in substantial conformance with the Approved Plans. Primary and secondary (accent) paint colors should be painted next to each other on the building, to the extent feasible, for purposes of inspection for substantial conformance with the Approved Plans. The colors shall not be considered in substantial conformance with the Approved Plans until after inspection and verification by the Planning Division. Any proposed modifications shall be subject to review and approval by the Planning Division.
17. **SIGN PROGRAM:** Site and building signage shall be reviewed under a comprehensive sign program submitted to the Planning Division under a separate application.
18. **OUTDOOR STORAGE:** There is to be no outdoor storage without prior approval by the City.
19. **LIGHTING PLAN:** The applicant shall submit a lighting plan with the building permit submittal. The plan shall include photometric contours, manufacturer's specifications on the fixtures, and mounting heights. All exterior lighting including landscape lighting shall be directed downward and designed or shielded so as to not shine onto neighboring properties or streets. The photometrics shall be reviewed and approved by the City Traffic Engineer and Director of Community Development prior to building permit issuance. The type and location of all exterior light fixtures shall be reviewed and approved by the Director of Community Development prior to building permit issuance.
20. **BUILDING SURVEY:** The applicant shall submit a building survey and/or record of survey and a site development plan in accordance with the provisions of Chapter 18.68 of the PMC. These plans shall be approved by the Chief Building Official prior to building permit issuance. The site development plan shall include all required information to design and construct site, grading, paving, drainage, and utilities.
21. **PAD AND SETBACK CERTIFICATION:** The applicant shall submit a pad elevation certification prepared by a California licensed land surveyor or registered civil engineer to the Chief Building Official and Director of Community Development certifying the pad elevations and building locations (setbacks) are conforming to the approved plans, prior to receiving a foundation inspection for the structures.
22. **BUILDING HEIGHT CERTIFICATION:** The applicant shall submit a building height certification prepared by a California licensed land surveyor or civil engineer to the Director of Community Development before the first framing or structural inspection by the Building and Safety Division. The height of the structures shall be surveyed and verified as being in substantial conformance to the approved building heights as shown on Exhibit B or as otherwise conditioned. Any proposed modifications shall be subject to review and approval by the Planning Division.
23. **FINAL INSPECTION:** Final inspection by the Planning Division is required prior to occupancy.
24. **TRANSFORMERS:** New electrical transformers shall be placed underground, or aboveground and screened from view to the satisfaction of the Director of Community Development. Details of the new electrical transformers, and any screening architecturally compatible with the building, shall be included in the building permit submittal and shall be subject to the review and approval of the Director of Engineering/City Engineer and Director of Community Development prior to building permit issuance.

25. **MECHANICAL EQUIPMENT – SCREENING:** The applicant shall effectively screen from view all ducts, meters, air conditioning equipment, and any other mechanical equipment, whether on the structure, on the ground, or on the roof, with materials architecturally compatible with the building. Screening details shall be shown on the plans submitted for building permit, the adequacy of which shall be determined by the Director of Community Development. All required screening shall be installed prior to final occupancy.
26. **TRASH ENCLOSURE:** All trash and refuse shall be contained completely within enclosures. Containers shall be stored within the enclosures at all times except when being unloaded. The enclosures shall be sized to accommodate trash, recycling, and green waste containers. The materials and colors of any new enclosures shall match or be compatible with the adjacent building and the gates shall be metal or solid wood unless otherwise approved by the Director of Community Development. Elevation drawings and plan details, including color and material of the enclosures noted, shall be included in the building permit submittal and shall be subject to the review and approval of the Director of Community Development prior to building permit issuance.
27. **RECYCLING AND COMPOSTING PROGRAMS:** The project shall comply with the current City/Pleasanton Garbage Service recycling and composting programs.
28. **GREEN BUILDING – NON-RESIDENTIAL NEW CONSTRUCTION:** Prior to building permit issuance, a list of the green building measures used in the design, covered by this approval, shall be provided to the Planning Division for review and approval by the Director of Community Development. The project shall be designed, constructed and operated to achieve a “certified rating,” achieving at least the minimum points in each category, using U.S. Green Building Council’s “Leadership in Energy and Environmental Design (LEED)” rating system. The green building measures shall be shown on the building permit plans submitted to the Building and Safety Division. Each proposed point identified shall have a notation indicating the sheet(s) the point can be found. A special inspection by the Planning Division shall be coordinated with regards to exterior materials. Prior to building permit final, all of the green building measures indicated on the approved checklist shall be inspected and approved by either the City of Pleasanton, a third party rater, or the applicant shall provide written verification by the project engineer, architect, landscape architect, or designer. (Per PMC 17.50)
29. **PHOTOVOLTAIC SYSTEM:** The buildings shall be constructed to allow for future installation of a photovoltaic (PV) system. The project applicant shall comply with the following requirements for making the buildings photovoltaic-ready:
 - a. Electrical conduit and cable pull strings shall be installed from the roof/attic area to the building’s main electrical panels;
 - b. An area shall be provided near the electrical panel for the installation of an “inverter” required to convert the direct current output from the photovoltaic panels to alternating current; and
 - c. Engineer the roof trusses to handle an additional load as determined by a structural engineer to accommodate the additional weight of a prototypical photovoltaic system beyond that anticipated for roofing.

These measures shall be shown on the building permit plan set submitted to the Director of Community Development for review and approval before issuance of the building permit.

Construction Practices and Noticing

30. **WORK HOURS:** All demolition and construction activities, inspections, plan checking, material delivery, staff assignment or coordination, etc., shall be limited to the hours of 8 a.m. to 5 p.m., Monday through Saturday. No construction shall be allowed on State or Federal Holidays or Sundays. The Director of Community Development may allow earlier “start times” or later “stop times” for specific construction activities, e.g., concrete pouring. All construction equipment shall meet Department of Motor Vehicles (DMV) noise standards and shall be equipped with muffling devices. Prior to construction, the hours of construction shall be posted on site.
31. **CONSTRUCTION PARKING:** Campers, trailers, motor homes, or any other similar vehicle are not allowed on the construction site except when needed as sleeping quarters for a security guard subject to receipt of a temporary conditional use permit (per PMC 18.116.010.E).
32. **CONSTRUCTION TRAILERS:** A construction trailer shall be allowed to be placed on the project site for daily administration/coordination purposes during the construction period.
33. **PORTABLE TOILETS:** Portable toilets used during construction shall be kept on the project site and as far as possible from existing residences and shall be emptied to prevent odor.
34. **DISTURBANCE COORDINATOR:** The applicant shall designate a “disturbance coordinator” who shall be responsible for responding to any complaints regarding construction noise, dust, construction parking, etc. The coordinator (who may be an employee of the general contractor) shall determine the cause of the complaint and shall require the implementation of reasonable measures warranted to correct the problem. A telephone number of the disturbance coordinator shall be posted on the construction site fence and on the notification sent to neighbors adjacent to the site. The sign shall also list an emergency after-hours contact number for the disturbance coordinator, or designee.
35. **CULTURAL RESOURCES:** If any prehistoric or historic artifacts, or other indication of cultural resources are found once the project construction is underway, all work shall stop within 20-meters (66 feet) of the find. A qualified archaeologist shall be consulted for an immediate evaluation of the find prior to resuming groundbreaking construction activities within 20-meters of the find. If the find is determined to be an important archaeological resource, the resource shall be either avoided, if feasible, or recovered consistent with the requirements of the State California Environmental Quality Act (CEQA) Guidelines. In the event of discovery or recognition of any human remains in any on-site location, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the County coroner has determined, in accordance with any law concerning investigation of the circumstances, the manner and cause of death and has made recommendations concerning treatment and dispositions of the human remains to the person responsible for the excavation, or to their authorized representative. A similar note shall appear on the building permit and/or improvement plans.
36. **MAINTENANCE:** The applicant shall maintain the subject property or if applicable, the area surrounding the tenant space, in a clean and orderly manner at all times.
37. **CONSTRUCTION AND PARKING MANAGEMENT PLAN:** The applicant shall prepare a construction and parking management plan to address impacts and parking demands during the construction phase of the project. The construction and parking management plan shall be subject to review and approval by the City Traffic Engineer and Director of Community Development prior to issuance of a demolition permit, or the first building permit, whichever

comes first. The following items shall be incorporated into the construction and parking management plan:

- a. Show truck route for construction and delivery trucks that does not include neighborhood residential streets, unless approved by the City Traffic Engineer;
- b. Show construction vehicles and equipment parking area, materials storage, temporary fencing, construction trailer location, and construction contractors/workers parking area.
- c. Sidewalk closure or narrowing is not allowed during on-site construction activities without prior approval by the City.

Fees

38. **IMPACT FEES:** The applicant shall pay the required sewer fees, traffic impact fees, and all other fees the proposed use may be subject to prior to building permit issuance. The type and amount of the fees shall be those in effect at the time the building permit is issued.
39. **WATER FEES AND WATER METER CONNECTION FEES:** The applicant shall pay the applicable Zone 7 and City connection fees and water meter cost for any water meters and irrigation meters, if applicable, prior to building permit issuance.
40. **SEWER FEES:** The applicant shall pay the applicable Dublin-San Ramon Services District (DSRSD) and City sewer permit fees prior to building permit issuance.
41. **SCHOOL IMPACT FEES – COMMERCIAL:** Prior to building permit issuance, the applicant shall pay the required commercial development school impact fee as prescribed by State law and as adopted by the Pleasanton Unified School District (PUSD).

BUILDING AND SAFETY DIVISION – 925-931-5300

42. **PHASED OCCUPANCY:** If building occupancy is proposed to be phased, the applicant shall submit a phasing plan to the Chief Building and Safety Official for review and approval.
43. **DIGITAL PLAN SUBMITTAL REQUIREMENT – COMMERCIAL PROJECTS:** The applicant shall submit site plan and building information to the City's Geographic Information Services (GIS) Division in a digital format prior to issuance of the building permit. All changes or revisions to the approved plans during construction which affect the digital submittal, shall be resubmitted for GIS review no later than 1 month prior to scheduling a final inspection. The updated digital submittal will be checked and approved before the building permit will be finalized and certificate of occupancy granted (if applicable). For phased project, the digital submittal must be approved prior to the first occupancy of any phase. The information will be used for public safety and emergency response planning by the Police and Fire Departments. Refer to the "Digital Plan Submittal Requirements" for necessary data and file formatting requirements.

FIRE DEPARTMENT – 925-454-2361

The Fire Prevention Bureau reviews building/civil drawings for conceptual on-site fire mains and fire hydrant locations only. Plan check comments and approval DO NOT include: 1.) Installation of the on-site fire mains and fire hydrants. Specific installation drawings submitted by the licensed underground fire protection contractor shall be submitted to the Fire Prevention Bureau for approval; and 2.) Backflow prevention or connections to the public water mains.

- 44. HYDRANT LOCATION: Plans submitted for plan check shall include the relocation of the fire hydrant south of the fitness center behind the parking to the island at the east end of center parking area. Please consult with the LPFD prior to submitting the plan check plans. **(PROJECT SPECIFIC CONDITION)**
- 45. EMERGENCY RESPONDER RADIO: Emergency responder radio coverage shall be provided in accordance with section 510 of the Fire Code.
- 46. FIRE FLOW: Fire flow shall be in accordance with fire code appendix B, with a 50 percent reduction for sprinklers. **(PROJECT SPECIFIC CONDITION)**
- 47. FIRE HAZARDS: The project developer shall keep the site free of fire hazards from the start of lumber construction until the final inspection.
- 48. FIRE CODE: All construction shall conform to the requirements of the 2016 Pleasanton Fire Code and local ordinances. All required permits shall be obtained prior to work commencement.
- 49. SITE SAFETY: Site safety during construction shall be in accordance with Fire Code chapter 33.
- 50. FIRE SPRINKLERS: Automatic fire sprinklers shall be installed in all occupancies in accordance with the 2016 Pleasanton Building, Fire and Residential Codes with local amendments and ordinances.
- 51. HAZARDOUS MATERIALS: Should any operation or business activity involve the use, storage or handling of hazardous materials, the firm shall be responsible for contacting the Livermore-Pleasanton Fire Department prior to commencing operations. Please contact the Hazardous Materials Coordinator at 925/454-2361.
- 52. FIRE LANE MARKING: On-site access ways, turn arounds, and internal drives shall be designated as fire lanes and identified as such by red curb striping and posted with signs at locations approve by the Fire Department. Signs shall be according to State standards and read "No Parking – Fire Lane" and must be shown on the plans. The red curb striping, sign location(s), and sign language shall be included in the building permit submittal for review and approval by the Livermore-Pleasanton Fire Department prior to building permit issuance.

a. The following schedule for NO PARKING signs shall apply:

<i>Width</i>	<i>Requirements</i>
36 feet or greater	No requirements
Between 28 and 36 feet	Post one side
Between 20 and 28 feet	Post both sides
Less than 20 feet	Not permitted
Cul-de-Sac	Not permitted

- 53. EMERGENCY VEHICLE ACCESS ROADS: Access roads shall have 13 feet, 6 inches unobstructed vertical clearance, 20 feet of unobstructed width (26 feet where occupied building floors exceed 30 feet height), and inside turning radius of 31 feet and outside turning radius of 51 feet. Unobstructed shall mean a clear travel way, excluding parking width, and designed for an emergency vehicle weight of 70,000 pounds under all weather conditions. Unobstructed width shall not include the width of rolled curbs, sidewalks, or non-drivable surfaces. All exterior

portions of buildings must be within 200 feet of an access road. Yard and parking area may be able to be located farther than 200 feet from access roads, depending on the specific use.

54. FIRE VEHICLE TURNAROUNDS: Where Fire Department vehicle access through or around a site involves changes in direction or curves, inside radius of 45 feet and outside radius of 55 feet shall be provided to facilitate fire truck turning radius for entry and exit from the site. Dead-end access ways and internal drives shall not exceed 300 feet in length and shall terminate in cul-de-sacs no less than 96 feet in diameter or hammer-head (tee). Standards and options are available through the Livermore-Pleasanton Fire Department, Fire Prevention Bureau.
55. PREMISES IDENTIFICATION: Address numbers shall be installed on the front or primary entrance for all buildings. Minimum building address character size shall be 12-inch high by 1-inch stroke. In all cases address numerals shall be of contrasting background and clearly visible in accordance with the Livermore-Pleasanton Fire Department Premises Identification Standards. This may warrant field verification and adjustments based upon topography, landscaping or other obstructions.
56. NEW CONSTRUCTION: The following items shall be provided prior to any construction above the foundation or slab.
 - a. Emergency vehicle access shall be provided to the site (tract), including areas where construction is occurring.
 - b. Designated construction material storage and construction worker parking shall not obstruct the emergency vehicle access route(s).
 - c. On-site fire hydrants shall be in service. Fire hydrants shall be flushed and all valves open.
57. FINAL INSPECTION: Prior to request for final inspection, all access roads, on-site access and fire hydrants shall be provided. All fire hydrants shall be accepted, inspected and tested to applicable City Standards.

LANDSCAPE ARCHITECTURE DIVISION – 925-931-5672

Landscaping

58. LANDSCAPING: Detailed landscape and irrigation plans encompassing all planting areas, both on-site and off-site, shall be included in the building permit plans. All plans shall be prepared by a licensed landscape architect and shall provide the species, location, size, quantities, and spacing of all plants. Minimum plant sizes are 1-gallon containers for ground cover, 5-gallon containers for shrubs, and 15-gallon containers for trees. Plant species shall be of a drought-tolerant nature and the irrigation design shall utilize low-volume drip, bubbler, or other water conserving irrigation systems to the maximum extent possible. The drawings shall be subject to the review and approval of the City Landscape Architect prior to building permit issuance.
59. WATER EFFICIENT LANDSCAPE ORDINANCE (WELO): The project shall comply with the City of Pleasanton's Water Efficient Landscape Ordinance (WELO) and Bay Friendly Basics Landscape Checklist. The applicant shall submit a Landscape Documentation Package in PDF format to the Landscape Architecture Division, which shall be subject to review and approval by the City Landscape Architect prior to building permit issuance. The Landscape Documentation Package shall include:

- a. Project Information;
 - b. Water Efficient Landscape Worksheet;
 - c. Soil management report;
 - d. Landscape design plan;
 - e. Irrigation design plan; and
 - f. Grading design plan.
60. **CERTIFICATE OF COMPLETION:** Upon completion of construction and prior to final inspection by the Building and Safety Division, the applicant's landscape architect shall submit a Certificate of Completion Package in PDF format to the Landscape Architecture Division for review and approval. The Certificate of Completion Package shall include:
- a. Project information sheet;
 - b. Certificate of installation according to the landscape documentation package;
 - c. Irrigation scheduling;
 - d. Schedule of irrigation, landscape and irrigation maintenance;
 - e. Landscape irrigation audit report; and
 - f. Soil management report (if not previously submitted).
61. **LANDSCAPING INSTALLATION:** Prior to building permit final, all landscaping as shown on the approved building permit set, shall be reviewed, approved, installed, and inspected by the Landscape Architecture Division.
62. **CONCRETE CURBS:** 6-inch vertical concrete curbs, with curb cuts or flush curbs with wheel stops, if determined to be acceptable by the Director of Engineering/City Engineer and Director of Community Development, shall be installed between all paved and landscape areas, in conformance with the City's Standard Specifications and Details.
63. **EROSION CONTROL:** For purposes of erosion control, the applicant shall plant a hydro seed mixture designed by the applicant's landscape architect and approved by the Landscape Architecture Division prior to installation. The erosion control shall be maintained by the applicant until permanent landscaping is in place.
64. **BACKFLOW AND IRRIGATION METER SCREENING:** All backflow prevention devices, above ground irrigation controls, and above ground irrigation meters shall be located and screened to minimize their visual impacts. These devices with their proposed screening shall be shown on the landscaping and utility plans submitted with the building permit plans or improvement plans, clearly marked "above ground" or "below ground" on the plans, and shall be subject to the review and approval of the City Landscape Architect prior to their installation. If above-ground, they shall be painted forest green or an equivalent dark-green color. Screens shall consist of berms, walls, or landscaping satisfactorily integrated into the landscape plan. Landscape screens shall include shrubbery designed by species and planting density to establish a complete screen within 1 year from the date of planting. Weather protection devices, such as measures to protect pipes from freezing, shall require approval by the City Landscape Architect prior to use; at no time shall fabric or other material not designed and/or intended for this purpose be wrapped around or otherwise placed on these devices.
65. **MAINTENANCE:** The applicant and all future owners of the property shall, at no expense to the City, maintain in healthful, attractive, and reasonably weed-free manner consistent with the approved landscape plan, all the landscaped areas related to the Project for the duration of the existence of the Project. **(PROJECT SPECIFIC CONDITION)**

66. STREET FRONTAGE TREES AND LANDSCAPE: The Stoneridge Mall Road frontage shall include street trees and ground-level landscaping along the street frontage for the length of the project improvements. **(PROJECT SPECIFIC CONDITION)**
67. DRIVE FRONTAGE TREES: The west side of the main drive aisle splitting the development shall have street trees for the length of the drive aisle. **(PROJECT SPECIFIC CONDITION)**
68. BIORETENTION AREA PLANTING: The planting for the bioretention area shall include a greater variety of plants, including evergreen flowering shrubs and groundcovers. Plant design shall be subject to the review and approval of the City's Landscape Architect. **(PROJECT SPECIFIC CONDITION)**

Trees

69. TREE REPORT: The applicant shall comply with the recommendations of the tree report prepared by Ryan Gilpin of Hortscience dated April 10, 2019. No tree trimming or pruning other than that specified in the tree report shall occur. The applicant shall arrange for the Project Arborist to conduct a field inspection prior to building permit issuance to ensure all recommendations have been properly implemented. The Project Arborist shall certify in writing all recommendations have been followed. **(PROJECT SPECIFIC CONDITION)**
70. TREE REMOVAL MITIGATION: Any heritage trees approved to be removed by the City shall have its full value paid into the City's Urban Forestry Fund. A credit for replanting an approved removed tree shall be as follows:
 - a. \$200 credit for a 15-gallon size replacement tree;
 - b. \$400 credit for a 24-inch box size replacement tree; and
 - c. \$800 credit for a 36-inch box size replacement tree.
71. TREE BOND: Any tree affected by development/construction must be protected per the Municipal Code. The applicant shall post cash, letter of credit, or other security satisfactory to the Director of Engineering/City Engineer, for all Heritage Trees and any other significant tree as deemed by the City Landscape Architect. This bond or security will be for the value of the tree, up to a maximum of \$25,000, and shall be held for a minimum of 1 year following acceptance of public improvements of completion of construction, whichever is later, and shall be forfeited if the trees are destroyed or substantially damaged. An arborist shall be onsite during any tree work (i.e. root pruning, trimming, setting up tree protection, etc.). The bond or security may be released early with a certification letter by the arborist confirming he/she was present during said tree work and work was performed in accordance with the arborist's recommendations.
72. ROOT CUTTING: The applicant shall comply with the following tree root cutting requirements:
 - a. Roots 1-inch in diameter or larger to be removed shall be cleanly cut with a hand saw. Roots smaller than 1-inch in diameter are not considered to be significant and may be removed by the most efficient means.
 - b. Roots larger than 2-inches in diameter and within 8-feet of the tree trunk shall not be cut or ground unless prior approval has been received from the Landscape Architecture Division.
 - c. Roots of any diameter farther than 8-feet from the tree trunk, which are in conflict with the proposed work may be ground a maximum of one-half of their diameter. Work of this nature shall only be performed using a mechanical stump grinder and only by personnel familiar with its operation.

- d. Roots up to 6-inches in diameter and farther than 8-feet from the tree trunk may be removed if they are in conflict with the proposed work. Roots that are removed shall be cleanly cut using a hand saw.
73. **ROOT CONTROL BARRIER:** The applicant shall provide root control barriers and 4-inch perforated pipe for all trees located within 8-feet of pavement or other hardscape, as determined by the City Landscape Architect. Root barriers shall be located along the edge of the pavement wherever the tree is within 8-feet of pavement or hardscape. Information and details shall be included in the landscape plan submittal for review and approval by the Landscape Architecture Division. **(PROJECT SPECIFIC CONDITION)**
 74. **TREE PRUNING:** Pruning shall be conducted by a certified arborist familiar with the International Society of Arboriculture (ISA) pruning guidelines and shall comply with the guidelines established by the ISA, Tree Pruning Guidelines, current edition, to maintain the health of the trees.
 75. **TREE PROTECTION FENCING:** Prior to issuance of a grading or building permit, the applicant shall install temporary 6-foot tall chain-link fencing (or other fence type acceptable to the Landscape Architecture Division) as recommended in the arborist report. The location of the tree protection fencing shall be shown on the demolition plans (if applicable), grading, building, and/or landscape plans. The fencing shall remain in place until final landscape inspection by the Landscape Architecture Division. Removal of such fencing prior to approval may result in a “stop work order.” **(PROJECT SPECIFIC CONDITION)**
 76. **PROJECT PLANS:** The following statements shall be printed on the demolition, grading and landscape plans where applicable to the satisfaction of the City Landscape Architect prior to issuance of building permits:
 - a. No existing tree may be trimmed or pruned without prior approval by the City Landscape Architect.
 - b. Utilize best efforts to locate any new utility trenches outside of the existing canopy of the trees to be saved. If this is not feasible, the applicant shall submit a report from a certified arborist acceptable to the City indicating trenching will not be detrimental to the health of the tree.
 - c. Nothing may be stored within the dripline of the tree canopies. This includes equipment, oil, gas, chemicals, harmful materials, fill or storage.
 - d. No oil, gasoline, chemicals, or other harmful materials shall be deposited or disposed within the dripline of the trees or in drainage channels, swales, or areas that may lead to the dripline.
 - e. No sign, wires, or ropes shall be attached to the trees.
 - f. No stockpiling/storage of construction materials, fill, etc., shall take place underneath or within 5-feet of the dripline of the existing trees.
 - g. No equipment or temporary structures shall be placed within or beneath the dripline of the existing trees.

Failure to comply with these requirements may result in a “stop work order”.

77. **PARKING LOT TREES:** There shall be a minimum of one tree per every six parking stalls in the parking lot, or another lesser ratio as determined appropriate by the City Landscape Architect.
78. **SITE LIGHTING:** All site lighting shall be Dark Sky Compliant and shall be subject to review and approval by the City Landscape Architect prior to building permit issuance.

TRAFFIC ENGINEERING DIVISION – 925-931-5677

79. EMBARCADERO COURT INTERSECTION: Complete intersection alignment and striping plans for the Embarcadero Court and Stoneridge Mall Drive intersection shall be shown on the building permit plans and shall be subject to review and approval by the City Traffic Engineer prior to issuance of building permits. **(PROJECT SPECIFIC CONDITION)**
80. BICYCLE PARKING: Projects with 20 or more vehicle parking spaces shall provide minimum bicycle parking equivalent to five percent of the total number of vehicle parking spaces, with a maximum of 20 required bicycle parking spaces. Bicycle parking shall be shown on the building permit plans for review and approval by the Traffic Engineering Division prior to building permit submittal.
81. BICYCLE RACKS: All bicycle racks shall comply with the following criteria:
- a. Located in a visible and accessible location;
 - b. Support the frame of the bicycle and not just one wheel;
 - c. Allow the frame and one wheel to be locked to the rack;
 - d. Allow the use of either a cable or U-shaped lock;
 - e. Be securely anchored;
 - f. Be usable by bikes with no kickstand; and
 - g. Be usable by a wide variety of bicycle sizes and types.

The number, location and type of bicycle racks shall be shown on the building permit plans and shall be subject to review and approval by the City Traffic Engineer prior to issuance of building permits.

Traffic Control

82. TRAFFIC CONTROL Plan (TCP): A comprehensive traffic control plan shall be submitted to the City Traffic Engineer for review and approval. Best management practices to minimize traffic impacts shall be used during construction, including scheduling of major truck trips and deliveries, to avoid peak travel hours. The TCP shall have proper lane closure procedures such as flagger stations, signage, cones, and other warning devices implemented during construction. The TCP shall also include time of day/hours of lane closures and total number of days. **(PROJECT SPECIFIC CONDITION)**
83. TRUCK ROUTES: The haul route for all materials to and from the project site shall be reviewed and approved by the City Traffic Engineer prior to building permit issuance and shall include the provision to monitor the street surfaces used for the haul route so that any damage and debris attributable to the haul trucks is identified and corrected at the expense of the applicant.
84. TRAFFIC SIGNAGE AND STRIPING – ON SITE: All on site traffic related signage and striping shall be included in the building permits plans for review and approval by the City Traffic Engineer prior to building permit issuance.
85. TRAFFIC SIGNAGE AND STRIPING – OFF SITE: All off site traffic related signage and striping shall be included in the improvement plans for review and approval by the City Traffic Engineer prior to permit issuance.
86. TRAFFIC IMPACT FEES: The applicant shall pay any traffic impact fees for the development as determined by the City Traffic Engineer. The fee shall be paid prior to building permit issuance.

ENGINEERING DEPARTMENT – LAND DEVELOPMENT – 925-931-5650

87. LOT LINE ADJUSTMENT: The applicant shall submit a lot line adjustment application to the Planning Division adjusting the lot lines of APN 941-1201-095-00 (1700 Stoneridge Mall Rd), 941-1201-094-03 (1008 Stoneridge Mall Road), and other lots, if needed, to ensure all proposed buildings do not cross property lines. The lot line adjustment shall be recorded prior to the first submittal of the building permit plans to the Building Division. **(PROJECT SPECIFIC CONDITION)**
88. PUBLIC SERVICE EASEMENT: The applicant shall dedicate a public service easement to the City to provide for access to the double check detector check(s) and the reduced pressure backflow device(s). **(PROJECT SPECIFIC CONDITION)**
89. PUBLIC AND PRIVATE EASEMENTS: The applicant shall dedicate and/or reserve public and private easements along the fire lane for emergency vehicle access and wet & dry private utilities. **(PROJECT SPECIFIC CONDITION)**
90. SANITARY SEWER: The sanitary sewer for the development shall be private and it shall be labeled "Private" on the improvement plans. **(PROJECT SPECIFIC CONDITION)**
91. STORM DRAIN: The storm drain system for the development shall be private and it shall be labeled "Private" on the improvement plans. **(PROJECT SPECIFIC CONDITION)**
92. WATER SYSTEM: The applicant shall install a double check detector check at both ends of the private water main. **(PROJECT SPECIFIC CONDITION)**
93. WATER SYSTEM: The applicant shall install reduced pressure backflow devices after the domestic and irrigation water meters in conformance with City Standard Drawing No. 708. **(PROJECT SPECIFIC CONDITION)**
94. WATER SYSTEM: The applicant shall locate the water meters within the landscape setback within Stoneridge Mall Road right of way and provide landscape screening for the double check detector check(s) and the reduced pressure backflow device(s). **(PROJECT SPECIFIC CONDITION)**
95. WATER SYSTEM: The development shall have a separate irrigation water meter based on the peak irrigation demand for irrigating the landscaping within the development. **(PROJECT SPECIFIC CONDITION)**
96. STONERIDGE MALL ROAD DEDICATION: The applicant shall dedicate public roadway right of way in fee or a public roadway easement for proposed improvements along the Stoneridge Mall Road frontage as shown in Exhibit B prior to the issuance of the encroachment permit. The requirement for dedication or easement shall be at the discretion of, and subject to review and approval of the Director of Engineering/City Engineer. **(PROJECT SPECIFIC CONDITION)**

Design

97. DESIGN PER CITY STANDARDS: All public improvements shall be designed in compliance with the City Standard Specifications and Details in effect at the time of the issuance of the encroachment or grading permit, whichever occurs first.

98. **CONDITIONS OF APPROVAL:** The Conditions of Approval shall be depicted on a plan sheet(s) in the improvement plans.
99. **GEOTECHNICAL CONSULTANT – DESIGN CERTIFICATION:** The applicant shall submit geotechnical report for review and approval prior to issuance of the encroachment or grading permit, whichever occurs first. The applicant shall comply with the recommendations of the project geotechnical report. The applicant's California licensed geotechnical engineer shall review and approve all foundation, retaining walls, drainage and geotechnical aspects of the final grading and improvement plans and shall certify on the plans or as otherwise acceptable to the Director of Engineering/City Engineer that the plans are in general compliance with the recommendations of the project geotechnical report. The applicant shall bear all costs for work related to this condition by their geotechnical engineer.
100. **HYDROLOGIC AND HYDRAULIC CALCULATIONS:** The applicant's California licensed civil engineer shall submit a detailed hydrologic and hydraulic study for the design storm event as provided for in the City's Design Guide dated 1984 with the first submittal of the improvement plans to the Engineering Department subject to the review and approval of the Director of Engineering/City Engineer.
101. **IMPROVEMENT PLANS:** The applicant's California licensed civil engineer shall prepare improvement plans that include the plan and profile of all proposed streets; typical and special cross sections; existing and proposed sanitary sewer storm drain, and water improvements; grading; curb ramps, sidewalk, and driveways; subdrains; fire hydrants; street lights; repair or replacement of deficient frontage improvements; construction of frontage improvements; flood zone limits; seismic fault zone limits; existing and proposed easements; existing and proposed lot lines; storm water pollution control plan; storm water management plan; and other details as determined by the Director of Engineering/City Engineer.
102. **DUST CONTROL PLAN:** The applicant shall submit a written dust control plan or procedure with the first submittal of the grading and improvement plans to the Engineering Department subject to the review and approval of the Director of Engineering/City Engineer.
103. **STREET LIGHTING SYSTEM:** The applicant shall be responsible for the installation of the street lighting system serving the development. The street lights shall be LED units mounted on galvanized steel poles with poured in place bases, on the LS-1C schedule per City requirements and PG&E standard details, unless otherwise specifically approved. The lighting system design shall conform to the Illuminating Engineering Society (IES). Approval for the number, location, and type of electroliers shall be reviewed and approved by the Director of Engineering/City Engineer.
104. **CURB AND GUTTER:** The applicant shall construct vertical Portland cement concrete (PCC) curb and gutter on proposed public streets within this development in compliance with the City Standard Specifications and Details in effect at the time of the issuance of the encroachment or grading, whichever occurs first, unless otherwise approved by the Director of Engineering/City Engineer.
105. **RETAINING WALLS:** All retaining walls along the street shall be located behind the public service easement (PSE), unless otherwise approved by the Director of Engineering/City Engineer. All retaining walls with a minimum height of 4 feet, measured from the bottom of the footing to the finished grade at the top of the wall, and all retaining walls with a surcharge shall be designed by a California licensed civil or structural engineer.

106. STREET LONGITUDINAL SLOPE: The minimum grade for the gutter flowline on public and private streets shall be 0.75 percent, unless otherwise approved by the Director of Engineering/City Engineer.
107. SUBDRAINS: The curb and gutter along the proposed public and private streets shall have a subdrain installed at either the back of the curb or lip of gutter in compliance with the City Standard Specifications and Details in effect at the time of issuance of the encroachment, grading, or subdivision permit, whichever occurs first. Sub-drains shall be connected to the storm drain system or drained by other means acceptable to the Director of Engineering/City Engineer.
108. EROSION CONTROL MEASURES FOR COMMERCIAL DEVELOPMENTS: The applicant shall submit an erosion control plan designed by a certified Qualified SWPPP (Stormwater Pollution Prevention Plan) Practitioner (QSP) for all projects disturbing 1 acre or more or by a California licensed civil engineer or California licensed landscape architect for all projects disturbing less than 1 acre of land, subject to the review and approval of the Chief Building and Safety Official. All cut and fill slopes shall be hydromulched/hydroseeded and stabilized immediately after the completion of grading work and in no case later than October 1, unless otherwise approved by the Chief Building and Safety Official. No grading shall occur between October 1 and April 30 unless erosion control measures are in place, subject to the review and approval of the Chief Building and Safety Official. Such measures shall be maintained until the permanent landscaping is completed to the satisfaction of the Chief Building and Safety Official and the Notice of Termination for the coverage under the Construction General Permit, if applicable, is approved by the State Water Resources Board.

Construction

109. CONSTRUCTION PER CITY STANDARDS: All public improvements shall be constructed in compliance with the City Standard Specifications and Details in effect at the time of the issuance of the encroachment or grading, permit, whichever occurs first.
110. GEOTECHNICAL CONSULTANT – CERTIFICATION OF CONSTRUCTION OF COMMERCIAL PROJECTS: The applicant's California licensed geotechnical engineer shall inspect and approve the construction of all foundations, retaining walls, drainage and geotechnical aspects of the development to ensure compliance with the approved grading and improvement plans. The geotechnical engineer shall be present on-site during grading and excavation operations and certify on the as-built plans that the inspection results and the as-built conditions of the development were constructed in general compliance with the project geotechnical report and improvement plans. The results of the inspections shall be submitted to the Chief Building and Safety Official prior to City Council acceptance of the public improvements, if applicable. The applicant shall bear all costs for work related to this condition by their geotechnical engineer.
111. ENCROACHMENT AND HAUL ROUTE PERMITS: The applicant's contractor shall obtain an encroachment and haul route permit from the Engineering Department prior to moving equipment to the project site or performing work in the public right of way or within public easements. The applicant's contractor shall submit a completed and signed encroachment permit application accompanied with six copies of City-approved improvement plans, proof of insurance with endorsement adding the City as an additional insured, a copy of a valid City of Pleasanton business license, applicable fees, and other requirements determined by the Director of Engineering/City Engineer.

112. **RIGHT OF ENTRY:** The applicant shall furnish written proof of all necessary rights-of-entry, permits and/or easements for the construction of off-site temporary or permanent improvements to the Director of Engineering/City Engineer prior to the issuance of the encroachment or grading whichever occurs first.
113. **DAMAGE TO EXISTING PUBLIC AND PRIVATE IMPROVEMENTS:** The applicant shall repair damage to existing public and private improvements on and near the project site and along the haul route at their full expense caused by construction activities as determined and to the satisfaction of the Director of Engineering/City Engineer and prior to the City Council acceptance of public improvements.
114. **AS-BUILT DRAWINGS:** The applicant's California licensed civil engineer shall submit signed and stamped as-built drawings and AutoCAD files for the construction of the public improvements and stormwater treatment system subject to the review and approval of the Director of Engineering/City Engineer and prior to the release of the performance and labor and materials bond.

Utilities

115. **SANITARY SEWER DEMAND CALCULATIONS:** The applicant's California licensed civil engineer shall submit sanitary sewer demand calculations for the development with the first submittal of the building permit or improvement plans, whichever occurs first.
116. **WATER AND SEWER CAPACITY:** This approval does not guarantee the availability of sufficient water and/or sewer capacity to serve the project. Issuance of a grading permit, issuance of a building permit, or utility extension approval to the site, shall not occur until the Engineering Department verifies sufficient water and/or sewer is available for the project. If sufficient water and/or sewer is not available, the applicant may need to offset the project's demand.
117. **EXISTING WATER METERS:** The applicant's California licensed civil engineer shall depict existing water meters on the improvement plans including their size, flow rate and serial numbers.
118. **WATER METERS (NON-RESIDENTIAL):** The applicant shall provide a separate water meter and water system for domestic and irrigation purposes subject to the review and approval of the Director of Operations and Water Utilities.
119. **JOINT UTILITY TRENCH:** All dry utilities (electric power distribution, gas distribution, communication service, cable television, street lights and alarm systems) required to serve an existing or new development shall be installed in underground conduit in a joint utility trench subject to the review and approval of the Director of Engineering/City Engineer and prior to City Council acceptance of public improvements.
120. **PUBLIC SERVICE EASEMENT:** The applicant shall grant a public service easement (PSE) to the City over those parcels and lots as determined by and subject to the review and approval of the Director of Engineering/City Engineer and prior to City Council acceptance of public improvements.
121. **PRIVATE EASEMENTS:** The applicant shall record private access, drainage, and utility easements across the project for the benefit of the individual lots as determined by, subject to

the review and approval by, and at a time determined by the Director of Engineering/City Engineer.

122. UTILITY VAULTS: The applicant shall set existing and proposed utility vaults to the grade of adjacent curb and/or sidewalk as determined by and subject to the review and approval of the Director of Engineering/City Engineer and prior to City Council acceptance of public improvements.

Fees and Bonds

123. IMPROVEMENT PLAN AND LOT LINE ADJUSTMENT REVIEW FEES: The applicant shall pay all applicable plan check review fees to the Engineering Department with the first submittal of the improvement plans and grading plans.
124. EROSION CONTROL AND HAZARD MITIGATION BOND: The applicant shall submit a refundable cash deposit to the Engineering Department for erosion control and hazard mitigation in an amount determined by the Director of Engineering/City Engineer prior to issuance of a encroachment or grading permit, whichever occurs first. The City will retain the cash deposit until all work is substantially complete, all areas are stabilized, and all hazards are mitigated to the satisfaction of the Director of Engineering/City Engineer.

Stormwater and Provision C.3 of the National Pollutant Discharge Elimination System Permit

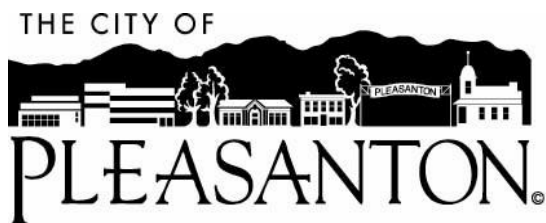
125. STORMWATER TREATMENT: The project creates and/or replaces 10,000 square feet or more of impervious surface (collectively over the entire project site) and shall comply with Section "C.3.b Regulated Projects" of the NPDES Permit No. CAS612008, and amendments, issued by the San Francisco Bay Regional Water Quality Control Board. The improvements plans shall include the Stormwater Management Plan prepared by a California licensed civil engineer, indicating the type and locations of stormwater treatment measures to be installed (numbered sequentially for identification purposes), and sizing calculations. The Stormwater Management Plan shall be subject to review and acceptance by the Director of Engineering/City Engineer, prior to the issuance of an engineering or building permit, whichever occurs first.
126. STORMWATER TREATMENT MEASURES INSPECTION AND MAINTENANCE AGREEMENT: The applicant shall enter into a "Stormwater Treatment Measures Inspection and Maintenance Agreement" for annual maintenance and reporting of the stormwater treatment system as depicted on the improvement plans City-approved by the Director of Engineering/City Engineer. The agreement shall be filed for record at the Alameda County Clerk-Recorder's Office at a time determined by the Director of Engineering/City Engineer.
127. HYDROMODIFICATION MANAGEMENT: The project will create and/or replace 1 acre or more of impervious surface and increase the total impervious surface area over the pre-project surface area and shall comply with Section "C.3.g Hydromodification Management" of NPDES Permit No. CAS612008 and amendments, issued by the San Francisco Bay Regional Water Quality Control Board, except where on the three provisions stated in the permit applies. Post construction stormwater runoff shall drain to approved permanent Hydromodification Management (HM) controls to mitigate increases in peak runoff flow and increased runoff volume created by the project. The improvement plans shall include the Stormwater Management Plan, prepared by a California licensed civil engineer, indicating the type and locations of HM controls to be installed, sizing calculations using Bay Area Hydrology Model (BAHM). The Stormwater Management Plan shall be subject to review and acceptance by the Director of Engineering/City Engineer, prior to issuance of an engineering or building permit,

whichever occurs first. Stormwater HM controls required under this condition shall be provided for in the Stormwater Treatment Measures Inspection and Maintenance Agreement.

128. STATE OF CALIFORNIA CONSTRUCTION GENERAL PERMIT: A "Notice of Intent" (NOI) and "Stormwater Pollution Prevention Plan" (SWPPP) shall be prepared for construction projects disturbing 1 acre or more of land (including smaller sites that are part of a larger common plan of development). The applicant shall include the Waste Discharger Identification Number (WDID) on the title sheet of the improvement plans and provide proof of coverage under the State of California Construction General Permit to the Engineering Department prior to the approval of the improvement plans by the Director of Engineering/City Engineer.
129. STORMWATER POLLUTION PREVENTION PLAN: The applicant shall submit one hard copy and one PDF copy of the Stormwater Pollution Prevention Plan (SWPPP) for review and acceptance by the Director of Engineering/City Engineer prior to issuance of a building or engineering permit, whichever occurs first. A hard copy of the City-accepted SWPPP shall be available at the project site until all work is complete and engineering and building permits have been finalized. A site specific SWPPP shall be combined with proper and timely installation of the Best Management Practices, thorough and frequent inspections, maintenance, and documentation. Failure to comply with the reviewed construction SWPPP may result in issuance of correction notices, citations, or a stop work order.
130. LANDSCAPE DESIGN: Landscape shall be designed to minimize runoff, promote surface filtration, and minimize the use of fertilizers and pesticides that contribute to stormwater pollution. Examples include: (a) design structures to prohibit the entry of pests, minimizing the need for pesticides; (b) install appropriate plants for the location in accordance with appropriate climate zones; and (c) install and maintain landscaping to treat stormwater runoff.
131. TRASH ENCLOSURES: Trash areas including containers for trash, recycling, and organic waste/composting shall be enclosed and roofed per the city's trash enclosure design guidelines available on the City's website and as required by the NPDES Permit No. CAS612008 and amendments, issued by the San Francisco Bay Regional Water Quality Control Board. The trash enclosure shall be constructed to prevent stormwater run-on and runoff and to contain litter and trash, so that it is not dispersed by the wind or runoff during waste removal. The area enclosed shall drain to the sanitary sewer system and an area drain shall be installed in the enclosure area, providing a structural control such as an oil/water separator or sand filter. No other area shall drain into the trash enclosure. A sign shall be posted prohibiting the dumping of hazardous materials into the sanitary sewer.
132. FULL TRASH CAPTURE DEVICES: The applicant shall install trash capture devices at each upstream connection point to the public storm drain system subject to the review and approval of the Director of Engineering/City Engineer. The proposed treatment controls shall also prevent the discharge of trash to the downstream municipal separate storm sewer systems and receiving waters. Discharge points from these treatment control facilities, including overflows, shall be appropriately screened (5 mm mesh screen) or otherwise configured to meet the full trash capture screening specification for storm flows up to the full trash capture 1-year, 1-hour storm hydraulic specification, in compliance with the NPDES Permit No. CAS612008. The applicant shall submit a Stormwater Management Plan as part of the improvement plans prepared by a California licensed civil engineer, which include but is not limited to the type, location, and sizing calculations of the treatment controls that will be installed. Full trash capture devices shall be a part of the "Stormwater Treatment Measures and Maintenance Agreement."

133. RESTAURANTS AND FOOD ESTABLISHMENTS: The applicant shall provide a contained area for cleaning mats, containers and equipment. The wash area shall be covered or designed to prevent runoff onto or from the area. The area shall be connected to the sanitary sewer system, subject to approval by the Dublin San Ramon Services District, or the cleaning mats, containers and equipment shall be collected in a containment area and removed regularly by a disposal and recycling service. If connected to the sanitary sewer, a grease abatement device (grease trap or interceptor) shall be installed, and a sign shall be posted prohibiting the dumping of hazardous materials.
134. OUTDOOR LOADING AREAS: All outdoor loading areas shall be covered. No other area shall drain into the loading area. A containment berm or curb shall be constructed to prevent such drainage, if found necessary by the Director of Engineering/City Engineer. The loading area may be required to drain to the sanitary sewer if required by the Director of Engineering/City Engineer, subject to approval by the Dublin San Ramon Services District. If connected to the sanitary sewer, an isolation valve shall be installed between the drain structure and the sanitary sewer, a structural control such as a sand filter or oil water separator shall be used, and a sign shall be posted prohibiting the dumping of hazardous materials.
135. CONSTRUCTION COMPLETION: Prior to occupancy, the applicant shall provide the following documents to the City Inspector:
- a. A letter prepared and signed by the applicant's engineer of record certifying the project permanent stormwater treatment measures and Hydromodification Management (HM) measures, if applicable, have been installed in accordance with the City approved improvement plans. Photographs shall be taken of all the stormwater treatment measures and HM measures, if applicable, and identified by matching the identification number stated in the city accepted improvement plans.
 - b. Signed and completed construction Project Completion Inspection Checklist
 - c. Bio retention soil certification form completed and certified by the applicant's soil supplier.

[end]



Planning Commission Agenda Report

February 27, 2019
Item 6.b.

- SUBJECT:** Workshop for P18-0340: Stoneridge Mall Expansion and Renovation
- APPLICANT/
PROPERTY OWNER:** Stoneridge Properties, LLC (Simon Property Group)
- PURPOSE:** Workshop to review and receive comments on an application for Design Review approval to demolish the existing Sears Department store (approximately 177,930-square-feet) and parking structure and construct a 258,000-square-foot development including new retail, grocery, cinema, and specialty lifestyle health club uses (net increase of 80,070 square feet).
- LOCATION:** Stoneridge Shopping Center (1008-1700 Stoneridge Mall Road)
- GENERAL PLAN:** Retail/Highway/Service Commercial, Business and Professional Offices and Mixed Use
- ZONING:** C-R(M) – (Regional Commercial – Mall) and PUD–MU (Planned Unit Development – Mixed Use)
- EXHIBITS:**
- A. [Planning Commission Work Session Topics](#)
 - B. [Development Plans and Narrative dated “Received January 17, 2019”](#)
 - C. [Development Agreement](#)
 - D. [Location and Notification Map](#)

STAFF RECOMMENDATION

Staff recommends that the Planning Commission review the attached materials, hear public comment, and provide comments to staff and the applicant on the project.

EXECUTIVE SUMMARY

The applicant, Simon Properties, is proposing to demolish the existing approximately 178,000 square foot Sears Department store and parking structure and construct 258,000-square-feet of new buildings containing retail, grocery, cinema, and specialty lifestyle health club uses. The application is being presented to the Commission as a work session, providing the Commission with an opportunity to review the project, hear public comment, and give direction to staff and the applicant. A list of discussion topics and questions are included in the body of this report and in [Exhibit A](#). No formal action will be taken on the application at

this time. Design review applications of this nature are subject to review and approval by the Planning Commission.

BACKGROUND

The Stoneridge Mall

The Stoneridge Mall Regional Shopping Center (Stoneridge Mall) is part of the overall mixed-use retail/office/hotel development located in the northwest area of Pleasanton defined by I-580, I-680, Stoneridge Drive, and Foothill Road. The central mall building containing a variety of restaurants, shops, and services is owned by Simon Properties and is located on its own property. Attached to and interconnected with the central mall building are five department stores, each located on its own property, including Macy's Men's Store, Macy's Women's Store, J.C. Penney, Nordstrom, and Sears (recently closed and purchased by Simon Properties).

Construction of Stoneridge Mall began in 1979 with the central mall building and the J.C. Penney, Emporium Capwell, and Macy's department stores. Nordstrom was added in 1989, Sears and its parking structure were added in 1995, and Cheesecake Factory and P. F. Chang's China Bistro were added in 2005.

Development Agreement

The Stoneridge Mall is governed by a development agreement, amended since its original approval which grants to the mall ownership vested rights to certain entitlements. In 1992, the City and The Taubman Company – original owners of the Stoneridge Mall – entered into a Development Agreement, which granted rights to the mall to expand by 178,000 square feet. In January 1998, the City approved the first Amendment to Development Agreement to further increase the Stoneridge Shopping Center by an additional 202,000 square feet, allowing for a total of 380,000 square feet of additional floor area.

In summary, the original and amended Development Agreement granted the following entitlements and restrictions to the owners of the shopping center and their successors:

- Permitted the expansion of the shopping center floor area by a total of 380,000 square feet. (The additional to-be-developed area has been “drawn down” to 362,790 square feet of floor area due to the construction of the P.F. Chang's and Cheesecake Factory restaurants.)
- Reserved 10,000 gallons per day of sewer capacity for the entire shopping center. (This capacity has been used completely by the present Stoneridge Mall retail businesses and restaurants.)
- Referenced the permitted and conditional uses of the C-R(M) District of the Pleasanton Municipal Code (PMC) for the shopping center with the applicable City approvals.
- Established parking ratios between 4.5 and 3.5 parking spaces per 1,000 square feet of floor area for retail categories unless the City approves a lesser ratio. (These parking ratios exceed the City's retail parking standard of 3.33 parking spaces per 1,000 square feet.) No other uses are specified. The City has made the interpretation that all other uses not specified as retail in the Development Agreement refer back to the Pleasanton Municipal Code.

- Required the Stoneridge Mall shopping center to participate in mitigation measures identified by the City to offset the anticipated traffic impacts if the I-680/West Las Positas Road freeway interchange is not built.
- Defined the maximum height for all new shopping center buildings as not to exceed the height of the tallest existing department store, which is currently 68 feet.
- Permitted parking decks up to a maximum height of three levels above grade.
- Identified traffic improvements to nearby intersections that could be required by the Traffic Engineer to mitigate the impact of the additional floor area on traffic operations.

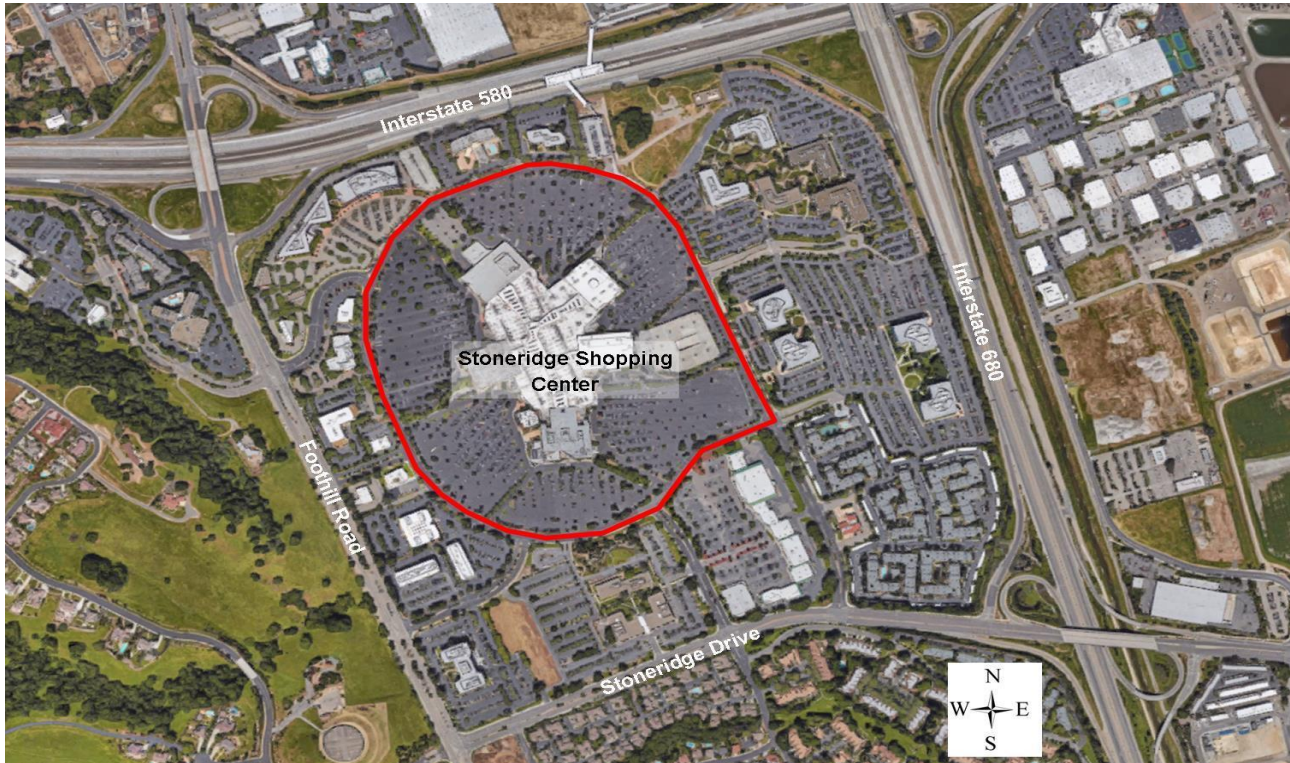
On April 21, 2018, the City Council approved an amendment to the Development Agreement to extend the term of the agreement until December 2022.

Environmental review for the Development Agreement was completed with an Initial Study/Negative Declaration and included traffic analyses which determined that the mall's traffic with the expansion will occur primarily off-peak and, therefore, would not impact surrounding streets and intersections during the critical a.m./p.m. peak-commute hours. The traffic analyses also identified improvements to Stoneridge Drive, Stoneridge Mall Road, and Foothill Road to handle the increased traffic resulting from the build-out of the building expansions allowed by the development agreements. These improvements were constructed and paid for by the major property owners on Stoneridge Mall Drive including Stoneridge Mall, Safeway, etc., through cost-sharing agreements. Staff notes that the traffic resulting from the total permitted floor area of 380,000 square feet is factored into the City's Baseline Traffic Reports and into the level-of-service (LOS) analyses for the City's General Plan update.

AREA AND SITE DESCRIPTION

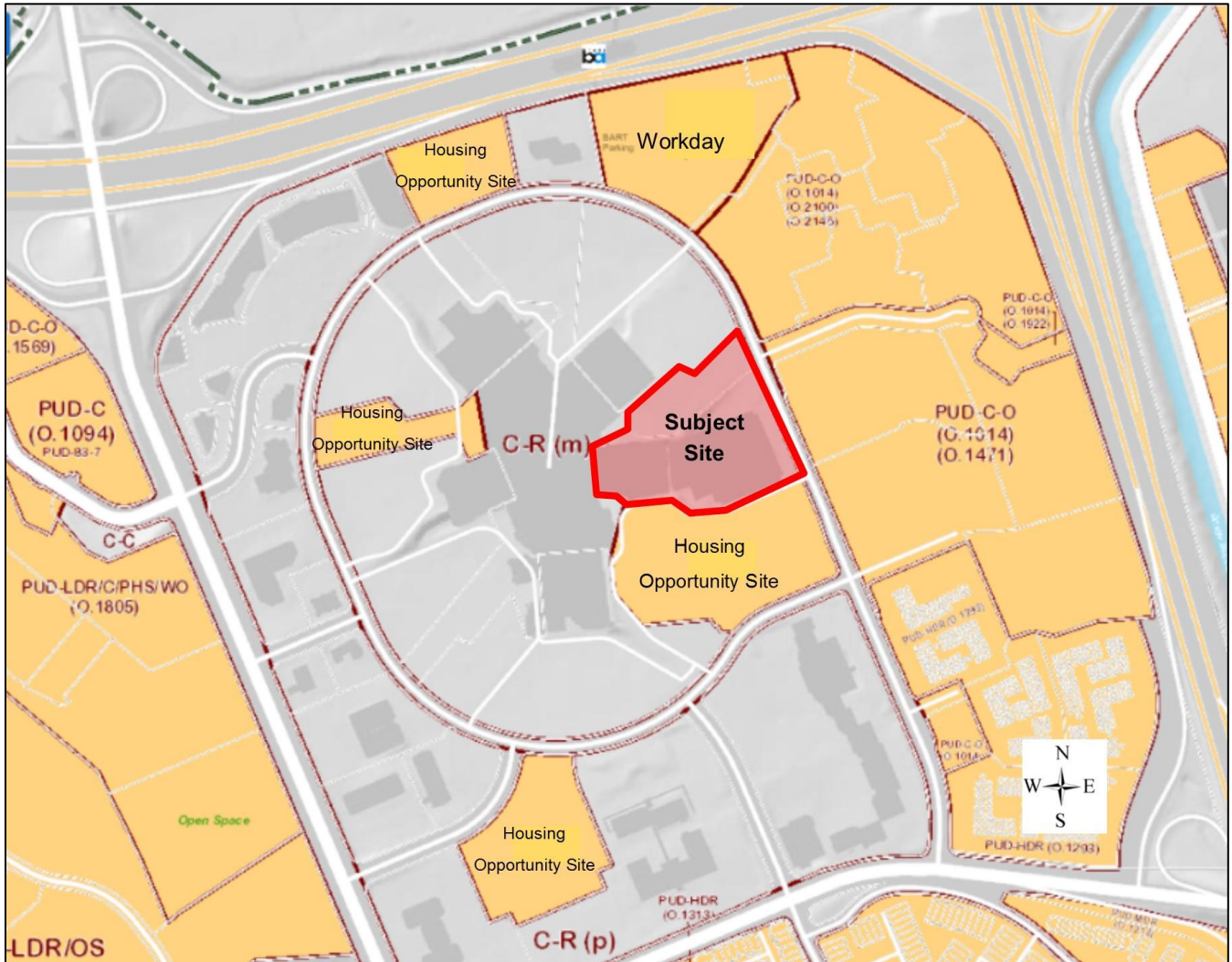
The entire shopping center is located on an oval-shaped site, comprising several individual parcels, defined entirely by Stoneridge Mall Road. Figure 1, below, shows the entire Stoneridge Shopping Center and portions of the I-580 and I-680 freeways and Foothill Road.

Figure 1: Stoneridge Shopping Center Aerial



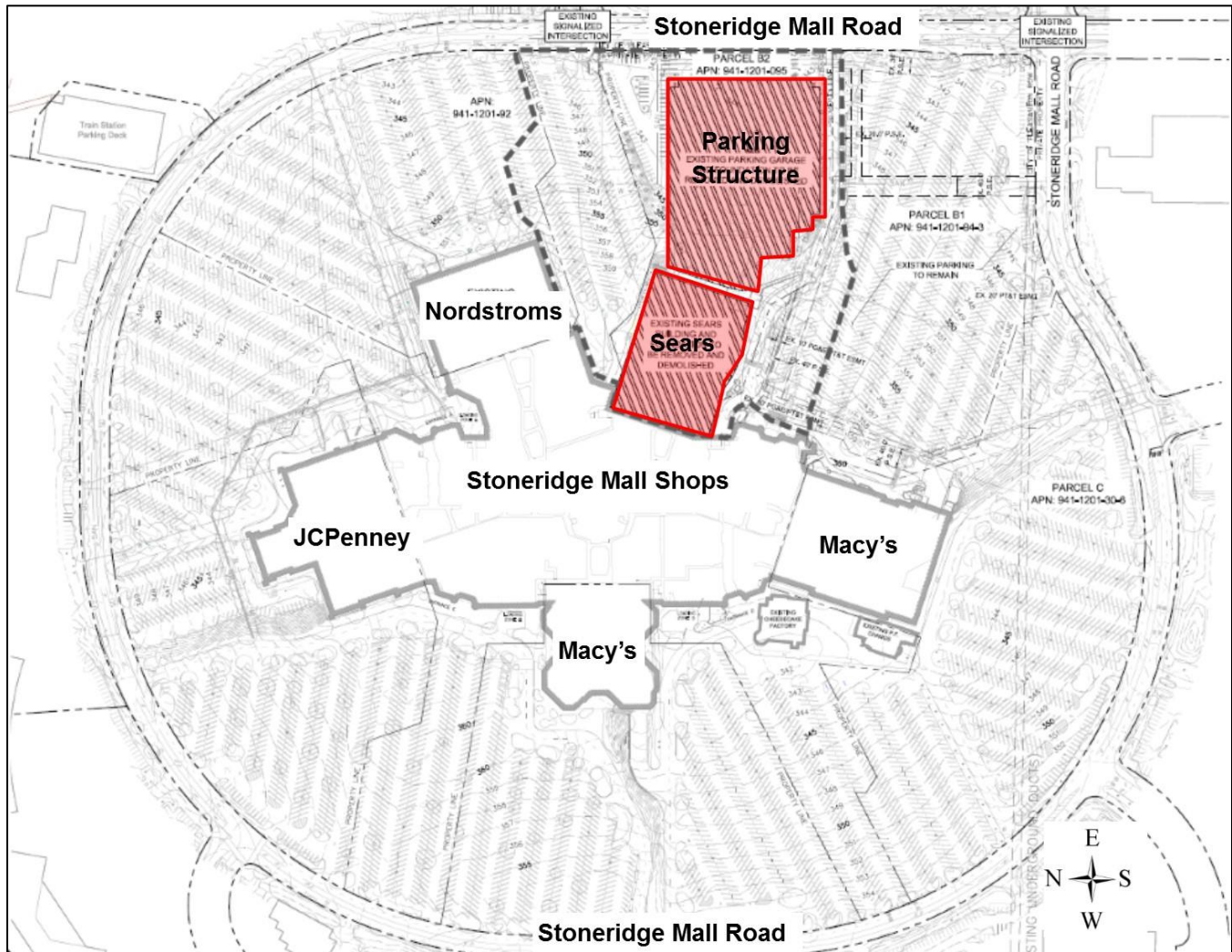
There are two areas within the mall complex that include housing opportunity sites that were rezoned to Mixed-Use as part of the Housing Element process including the parcel directly adjacent to the subject site as shown in Figure 2. Peripheral properties located between Stoneridge Mall Road and I-580, I-680, Stoneridge Drive, and Foothill Road are developed with a variety of office, hotel, medical, restaurant, and retail uses and are generally built-out.

Figure 2: Stoneridge Shopping Center and Surrounding Land Uses



The Sears parcel is located on the east side of the center and includes a 177,930-square-foot department store that closed in January 2019 and a 1,189 stall, two-level parking garage as shown below in Figure 3.

Figure 3: Buildings to be Demolished



PROJECT DESCRIPTION

The proposed project represents the first major addition/change to Stoneridge Mall since the construction of the Cheesecake Factory and PF Chang’s in 2005. The proposal as shown in Figure 4 includes the following:

- Demolition of the existing Sears Department store (approximately 177,930-square-foot) and parking structure.
- Construction of the following:
 - Three new two-story retail buildings with two levels of new mall stores, totaling approximately 59,700 square feet that will include exterior pedestrian walkways connecting to both floors of the mall.
 - A new two-story mixed-use building with an approximately 23,000-square-foot specialty grocery market and two restaurants on the ground floor and an approximately 40,000-square-foot cinema above. The cinema will also include

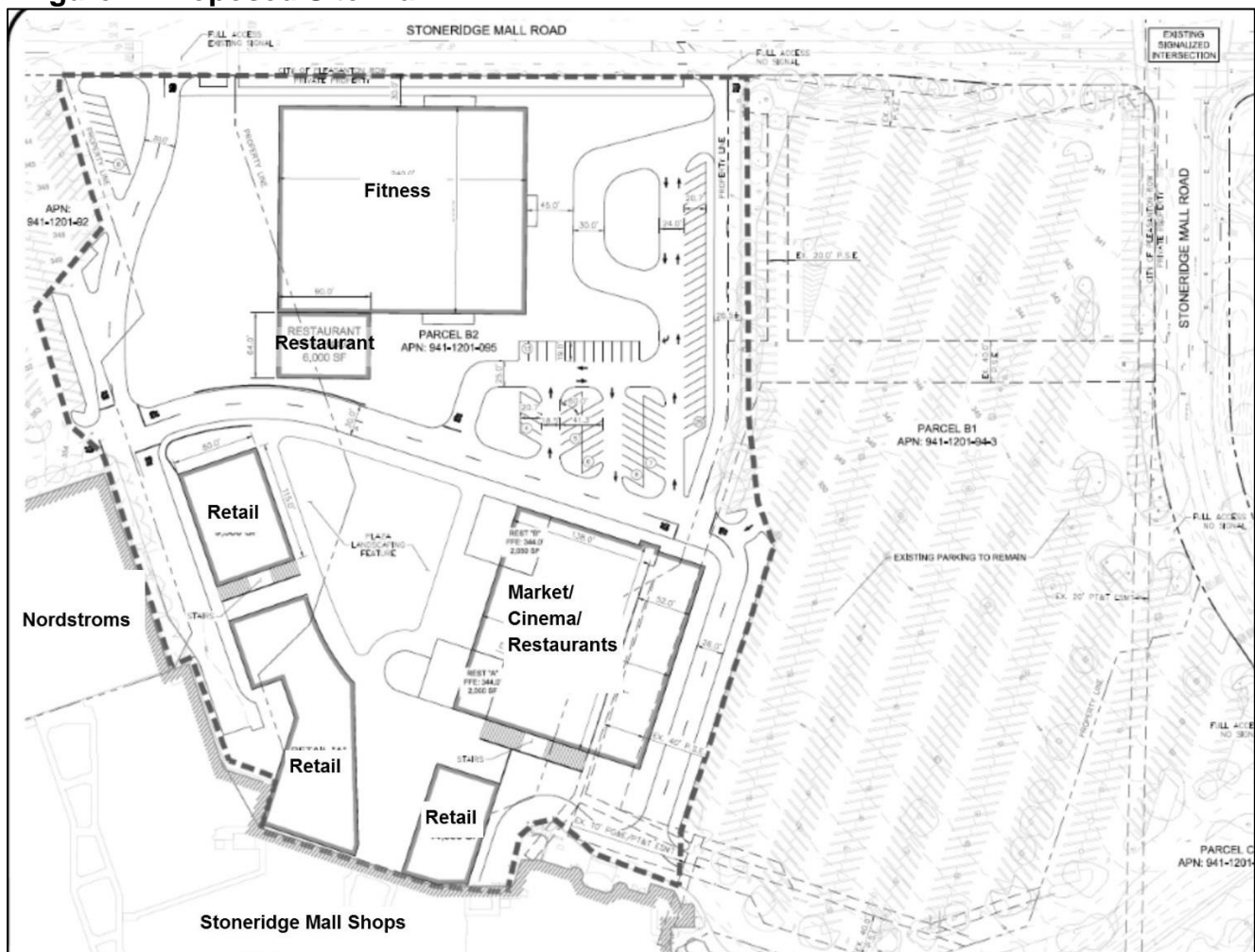
access and circulation from the retail buildings through the exterior walkway on the second floor.

- An approximately 125,000-square-foot lifestyle fitness facility with 6,000-square-foot restaurant located adjacent to Stoneridge Mall Road.
- Construction of surface-level parking, totaling 78 parking spaces, located on the south side of the new lifestyle fitness facility.
- Reconfiguration of existing parking/driveway areas to close six of the nine existing driveway openings onto Stoneridge Mall Road, and create new pedestrian and bicycle access lanes along the inner side of the Stoneridge Mall Road loop

The design application includes the preliminary design plans for all new buildings.

The overall proposal will add a net increase of approximately 80,070 square feet of building area to Stoneridge Mall, and will increase the size of the mall from 1,300,935 square feet to 1,381,005 square feet; will increase its floor area ratio from 39.9% to 42.4% – 1,381,005 square feet of total floor area on the 74.7-acre mall property; and will provide a total of 5,360 surface parking spaces, with no structured parking.

Figure 4: Proposed Site Plan



General Plan Conformance

The Pleasanton General Plan land use designation for this site is Retail/Highway/Service Commercial, Business, and Professional Offices. The maximum Floor Area Ratio (FAR) for this land use designation is 60%. The proposed FAR is 42.4%, which conforms to this standard.

Site Access, Layout and Parking

Site Access and Layout

The entire parking area will be redesigned and rebuilt in the project area. Access from Stoneridge Mall Road will be provided by three driveway openings, reduced from the nine existing driveway openings that currently serve Sears and the parking structure. On-site circulation will be configured with two main driveways from Stoneridge Mall Road to the development (one at the signalized intersection of Stoneridge Mall Road and Embarcadero Court) with connecting vehicular access and circulation into the existing adjacent parking fields. The driveway in front of the new lifestyle fitness building will function as a drop-off point for customers. The development will also include an internal road that will loop through the project and provide customer and delivery loading and unloading access for the new businesses.

The proposal would place buildings closer to Stoneridge Mall Road than those that exist today. As measured based on the site plan, the lifestyle fitness building would be set back from Stoneridge Mall Road approximately 30 feet, a decrease from that of the closest existing building, the parking structure, which is set back approximately 60 feet. New pedestrian sidewalks, bike paths, landscaping, and driveways will be located in the area between the building and Stoneridge Mall Road. As currently shown on the plans, the area between the street and building would include an 8.5-foot wide landscape strip, 12-foot wide pedestrian/bike path and 10-foot wide landscaped area. The new pedestrian/bike path and planter strip along the inner part of Stoneridge Mall Road would serve as the prototype for all future development within the inner loop of the Mall creating greater pedestrian access and safety from the BART station and surrounding uses.

Staff has requested the applicant provide additional area to be dedicated for right-of-way purposes for future widening of Stoneridge Mall Road. This additional dedication would require the building location to be shifted further into the interior of the site which may change the final configuration of the site and building layout.

Parking

The project would result in a total of 5,360 parking spaces for the entire Stoneridge Mall, a reduction of 1,251 spaces from what currently exists. The applicant is preparing a detailed traffic and parking study; however, staff has developed an initial analysis of parking, outlined below.

In accordance with the Development Agreement, required parking for the existing and proposed uses at Stoneridge Mall is determined as follows:

- Department stores and mall stores: 1,155,603 square feet of floor area at 4.5 parking spaces per 1,000 square feet totaling 5,200 parking spaces. (Note: restaurants, specialty grocery store, cinema floor area, and the lifestyle fitness were subtracted from the proposal's overall floor area).

- Specialty Grocery Store: 23,100 square feet of floor area at 6.7 parking spaces per 1,000 square feet totaling 155 parking spaces.
- Restaurants: 37,202 square feet of floor area at 5 parking spaces per 1,000 square feet totaling 186 parking spaces.
- Cinema: 1,000 seats at one parking space per six seats totaling 167 parking spaces.
- Lifestyle Fitness Center: Parking requirements for the proposed fitness center use are not listed within the PMC and, therefore, are considered on a case-by-case basis.

Without knowing the parking requirements for the lifestyle fitness facility at this time, the exact total number of required parking stalls for Stoneridge Mall cannot be stated with certainty. However, the other specified uses would require a total of approximately 5,708 parking stalls, with the bulk of this demand (5,200 spaces) associated with the DA's required 4.5 spaces per 1,000 square feet of department store and mall store area. The proposed 5,360 parking spaces, the overall proposal would be at least 348 parking spaces short of the number required based on parking standards established in the DA, as interpreted by the City.

However, the DA includes a specific provision allowing the City to consider parking at a lesser ratio than that stated. The Planning Commission is granted a significant degree of flexibility by the Pleasanton Municipal Code for parking requirements in the C-R District. Section 18.88.030.B.2. states:

“C-R District – Parking requirements shall be established by the Zoning Administrator and/or the Planning Commission on a case by case basis in accordance with the purposes of Chapter 18.20 of this title.”

The applicant proposes use of the Pleasanton Municipal Code's required parking ratios, as an alternative to use of the DA's standards, and believes that adequate parking will be provided for the existing mall uses and the mall expansion. The Planning Commission can determine with its design review action the parking requirements to use for the various uses of this proposal based on the City's parking ratios listed in the PMC as proposed, or other parking ratios, it determines to be appropriate.

The parking ratios stated in the Development Agreement exceed (i.e. require more parking) than the City's parking standard of 3.33 parking spaces per 1,000 square feet for retail uses. If the PMC's parking ratios were used, parking for the retail components of the mall would be reduced by 1,352 stalls (5,200 stalls required by the DA, versus 3,848 stalls required by the PMC), for a total of approximately 4,356 parking spaces. This total parking demand does not include the additional parking spaces required for the lifestyle fitness center, but the total PMC-required parking including the fitness center is unlikely to exceed the 5,360 parking spaces proposed. Using the PMC parking requirements, the required parking would be as follows:

- Department stores and mall stores: 1,155,603 square feet of floor area at 3.33 parking spaces per 1,000 square feet totaling 3,848 parking spaces.
- Specialty Grocery Store: 155 parking spaces (same as above).

- Restaurants: 186 parking spaces (same as above).
- Cinema: 167 parking spaces (same as above).
- Lifestyle Fitness Center: To be determined

As stated above, parking requirements for the proposed fitness center use are not listed within the PMC and therefore are considered on a case-by-case basis. Staff has requested a site- specific parking study for the proposed development including the fitness center to determine its parking demand. The parking study will be presented to the Planning Commission with staff’s recommendation at a future public hearing.

Architecture

The Stoneridge Mall is visually defined by the architecture of its department stores, with the central mall building functioning as their “backdrop.” All of the mall’s department stores employ a combination of the following features in their designs:

- Building design elements have substantial vertical and horizontal plane changes creating a “sculptured” appearance.
- The predominant building material is a warm-toned, cream-colored brick applied in various patterns, e.g., running-bond, stacked bond, Flemish bond, soldier course, etc.
- Building entries are defined by projections, canopies, raised landscape planters, etc.
- Landscape planters located between the buildings and sidewalks functioning as the “building base” for the mall and providing a pedestrian scaled element along the sidewalk areas.

The new development will provide modernized mall design standards that will continue to provide defined projections, canopies, and entry features as shown in elevation examples in Figure 5. For complete elevations please see Exhibit B. The various building entrances will be two stories tall leading to an entrance lobby and are further distinguished by being recessed and curved. Stucco, patterned brick treatments with wood and metal accents, as well as detailing, and banding will be integrated into building walls as separate components, thereby creating variation and interest in the wall surfaces.

As proposed, the buildings will vary in height with Retail Buildings A and B approximately 50-feet tall, Retail Building C approximately 40-feet tall, the Grocery/Cinema Building approximately 62-feet tall, and the lifestyle fitness facility approximately 65-feet tall. All buildings would be less than the 68-foot maximum height of existing mall buildings. Substantial landscape areas are provided along Stoneridge Mall Road as well as within the interior courtyard areas creating a “green” base for the buildings consistent with the existing shopping center. While following a more modern standard design, the development has been designed to complement the mall’s existing design program. Additional photo simulations for the site will be presented to the Planning Commission with staff’s recommendation at a future public hearing.

Figure 5: Elevations



CONSIDERATIONS FOR THE WORKSHOP

The following section provides potential discussion topics and analysis of key items related to the project. This workshop will allow the Planning Commission to provide direction to the applicant and staff regarding any items it wishes to be addressed before the project application is formally presented to the Planning Commission. The first two questions below are topical areas where staff would find the Commission's input most helpful and the third and final question is open-ended. A list of these discussion topics and specific questions regarding the proposal are also attached to this report as Exhibit A for the Planning Commission's consideration and discussion.

Discussion Points

Site Layout and Design

The site plan has been designed so that the buildings are located along the sides of the project area creating a central courtyard open space area, and an attractive and active pedestrian and bike friendly streetscape along Stoneridge Mall Road. The improved street edge conditions will help to establish a new improved pedestrian access that will be followed with all future mall development within the inner loop.

Driveway access and circulation for the site will be through two main access driveways on each side of the development with an internal access drive aisle running north-south through the center of the project that connects the existing and proposed parking areas together. By reducing the number of driveway openings onto Stoneridge Mall Road, from nine existing openings to the three openings now proposed, staff considers this proposal to be a significant improvement over the existing circulation pattern. Reducing the number of driveway access points turning on/off of Stoneridge Mall Road in this area of the mall will improve traffic flow on Stoneridge Mall Road: access to the BART station and to the existing office developments will be improved. Staff has requested a site-specific traffic analysis for the proposed development. The parking study will be presented to the Planning Commission with staff's recommendation at a future public hearing.

Staff believes that the site plan has been thoughtfully designed to enhance the visual connectivity of the mall as well as providing a first step in improving pedestrian and bike connectivity along Stoneridge Mall Road and the surrounding area. Staff will work with the applicant to obtain the necessary details to enable review of the onsite operations such as loading and unloading of commercial vehicles as well as trash pickup and trash enclosure locations, including for the proposed grocery store which has needs that differ from the existing mall tenants. This information will be provided in conjunction with the Planning Commission's formal review of the application. Staff is requesting the Planning Commission's feedback on the overall site plan, access and circulation.

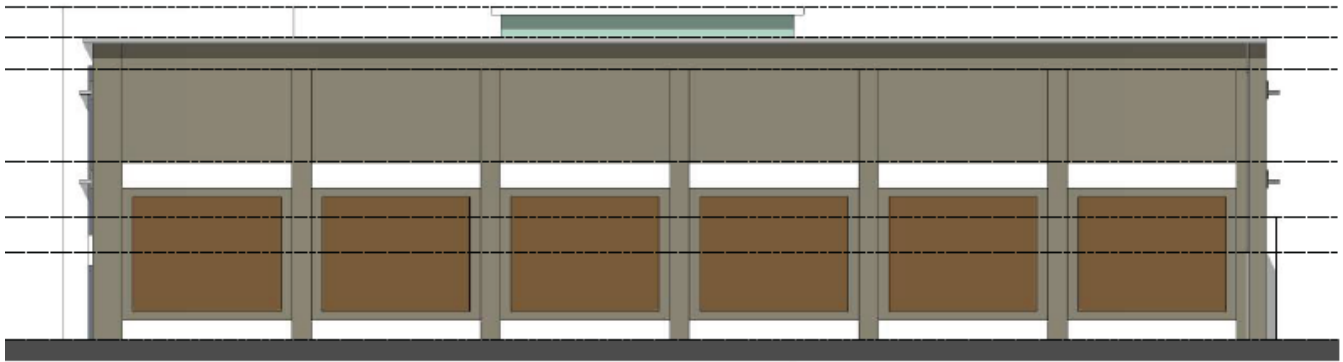
Discussion Point #1

1. *Are the overall site plan, access/circulation, and parking acceptable?*

Building Design, Colors, and Materials

The proposed project will be highly visible from Stoneridge Mall Road. The proposed building architecture and design are meant to complement the existing mall while incorporating modern design elements creating a fresh new look. The architecture provides a high-quality design with simple detailing throughout the development. While staff is supportive of the overall design theme, as currently proposed, the elevations for the fitness building do not provide articulation on all four sides of the building, specifically Stoneridge Mall Road (as shown in Figure 6). Staff recommends that the design include additional accent materials and architectural features and details on the street frontage to add relief and reduce massing. Staff is requesting the Planning Commission's feedback on the building architecture, design, colors, and materials.

Figure 6: Stoneridge Mall Road Elevation of the Fitness Building



Discussion Point #2

2. Are the building architecture, design, colors, and materials, acceptable?

Conclusion Discussion Point #3

3. Other than a traffic analysis/parking study and additional photo simulations which are being prepared, what other information would assist the Commission in its decision on the proposal? Do you have any other comments on the project?

PUBLIC NOTICE

Notice of this workshop was sent to all property owners and tenants/occupants within 1,000 feet of the site as shown in Exhibit D. At the time of report publication, Staff received no comments or concerns. Any public comments received after publication of this report will be forwarded to the Commission.

ENVIRONMENTAL ASSESSMENT

Since the Planning Commission will take no formal action on the project at the work session, no environmental document accompanies this work session report. Environmental documentation will be provided in conjunction with the Planning Commission's formal review of the Design Review application.

Primary Author: Jennifer Hagen, Associate Planner, 925-931-5607 or jhagen@cityofpleasantonca.gov.

Reviewed/Approved By:

Steve Otto, Senior Planner
Ellen Clark, Planning Manager
Gerry Beaudin, Director of Community Development

P18-0340, Simon Properties, 1700 Stoneridge Mall Road

Workshop to review and receive comments on an application for Design Review approval to demolish the existing Sears Department store (approximately 177,930-square-feet) and parking structure and construct a 258,000-square-foot development including new retail, grocery, cinema, and specialty lifestyle health club uses (net increase of 80,070 square feet) located at 1700 Stoneridge Mall Road. Zoning for the property is C-R(M) – (Regional Commercial – Mall) District.

Associate Planner Jennifer Hagen presented the specifics of the item in the Agenda Report.

Commissioner Balch asked and confirmed whether staff believes there is adequate parking per code requirements, which was calculated at 412 spaces.

Planning Manager Ellen Clark commented on the varying peaks of demand for the health club.

Commissioners Brown and Commissioner Balch questioned the comparison with parking ratios for the Club Sport on Johnson Drive.

Ms. Hagen stated staff is in the process of reviewing the proposed parking for the fitness center and once determined, will provide their findings.

Commissioner Brown referred to parking for the cinema at one per six (1:6) seats and asked whether Livermore or Dublin, who also have cinemas, required a similar ratio.

Ms. Hagen said she was unsure but agreed to do more review. She stated that overall, the applicant will look comprehensively at the mall and proposed uses, however, the current number is per the Municipal Code and staff can determine if this is outdated.

Commissioner Ritter referred to Figure 2 which talks about housing opportunities and parking and asked if the Commission was looking at the entire property, not just a portion of this project.

Ms. Hagen said there are no current applications for the remainder of the site, but any future application will be reviewed comprehensively with the entire mall, and Simon Properties is aware of the need to look at the overall development for the entire mall property.

Commissioner Brown said the reason he asked about the one in six (1:6) ratio was because there are 1,000 cinema seats proposed and a 1,000-seat buffer. If going with a one to five (1:5) ratio, it would consume all the available buffering for the fitness center.

Chuck Davis, representing the applicant Simon Properties, discussed the proposal, citing the need for gathering spaces, entertainment and dining uses and a comprehensive fitness facility, given nearby offices desire something more than just shopping. He spoke about an extension of the Development Agreement and the language contained therein, and that in moving forward they will provide a substantial renovation commitment to both the interior and exterior. Regarding parking, the ratios were set in 1992, which is outdated; he stated they are comfortable following the municipal code's requirements while considering peak uses. Lastly, the Climate Action Plan encourages parking reduction strategies and they think using the City's ratio is appropriate.

Matt Klinzing, Simon Properties, gave a brief PowerPoint presentation and described the site plan, proposed uses, circulation and their work to create a pedestrian zone on the outer ring road, aerial views, greenery and concrete spaces, materials and public amenities.

Commissioner Ritter asked if Simon's representatives have been in contact with the other owners.

Mr. Davis said this project does not have anything to do with development on the balance of the site, and that there are two housing opportunity sites designated on the site while everything else is commercial. He said whatever is proposed in the future will have to ensure it is self-parked using parking decks. In terms of communications, they are focused on this first piece.

Commissioner O'Connor said he saw the percentages of ownership for the property as well and asked if Simon Properties owns all the commercial space.

Mr. Davis said JC Penney, Macy's and Nordstrom all own their own buildings and their section of parking; Simon Properties owns everything else. The two housing opportunity sites adopted in the Housing Element in 2015 are both on Simon-owned tracts.

Chair Allen asked if this would be intended for housing in the future.

Mr. Davis said they have a multi-family housing group within Simon Properties where they are developing housing. They are looking at the planning aspect of the housing opportunity sites but are also sensitive to what's happening within the City, given the next Regional Housing Need Assessment (RHNA) cycle coming up in 2022 and considering the aggressiveness of the State. He said if the City is looking to Simon Properties as being a partner for framework and partners on the property they would be amenable.

Chair Allen asked if Simon has built this kind of center before and asked about the experience and implications on sales tax revenues.

Mr. Davis said with theaters and restaurants, it creates higher sales per square foot than for retail. There is 1.3 million square-feet of pure retail and it is being augmented with a couple of hundred thousand square feet of entertainment uses. The existing restaurants do very well and given the amount of office space, the demand has been for restaurants.

Commissioner Balch asked whether the referenced 412 spaces for the fitness center was considered heavy or light for that use.

Mr. Davis stated there are different options for the facility; they are presenting the larger option that is fully integrated, with amenities that include a spa, hair salon, kid's club, indoor and outdoor pools, and basketball; however, a smaller option would be less in size and scale. They are collecting specific parking information from potential clients for their other centers in California. Specific to Bay Club (formerly Club Sport), there's a significant portion of shared parking; here, they don't have to share given they have 5,000 additional spaces in this location.

Commissioner Brown asked if target markets for the potential fitness center were supposed to support corporate clients or more for supporting the residents.

Mr. Davis said it targets both; it's a very strong market, given the active community. There's a strong interest from people who think the community is underserved and having a premium product would be successful, especially with all of the surrounding office uses.

Commissioner Brown commented that the reason he inquired about the target market was related to how people were accessing the fitness center and he asked if the applicant was only contemplating entrances on the west side, or whether they were also looking at an entrance on the north side.

Mr. Davis said the whole east side, or back side, will likely be a pool with active outdoor areas.

Commissioner Brown commented on the parking on the south side of the parcel and noted the applicant is creating a drop-off zone and fire lane but that the amount of parking created on the parcel is minimal compared to the parallel parking on Parcel B-1. He asked if they would be creating unnecessary traffic with people trying to access the few spaces available versus just continuing the parking pattern from Parcel B-1, which would simplify the circulation map.

Mr. Davis said Parcel B-1 has over 1,000 parking spaces and he doesn't have concern about people finding parking.

Mr. Klinzing added that they are in a unique situation with ample parking in close enough proximity, where they can provide a common area that serves a benefit to those visiting the site.

Commissioner Brown said he was not focused on the number of spaces, but they have created a small number of spaces with mini "loops" on the south side of the fitness center, on the other side of the market and cinema, and created a lot of circulation for people trying to secure the perfect spot versus just continuing the pattern from Parcel B-1 and continuing the same number of rows.

Mr. Davis said they are trying to balance the need for convenience parking during non-peak time coupled with the parking count for the entire mall.

Ms. Hagen interjected that part of the traffic analysis will be specific on-site queuing for this area to assess potential traffic patterns to see whether there is a potential conflict. In addition, staff has asked to applicant to look at providing additional pedestrian connections between the two parking areas, to create a convenient pedestrian mid-block connection for people parking on Parcel B who are trying to get to the cinema.

THE PUBLIC COMMENT PERIOD WAS OPENED.

Angela Ramirez Holmes, Pleasanton, said she is an outreach consultant for JC Penney and High Street Residential. She said JC Penney is currently an anchor of the shopping center of nearly 40 years. The mall's success is important to the community and economic vitality of the City and she expressed support for the project.

THE PUBLIC COMMENT PERIOD WAS CLOSED.

Commissioner Brown expressed his support of the idea to modernize Stoneridge Mall and that the mall is an asset. He stated he likes the idea of having a cinema, the architectural design and the intent to create a gathering spot and social space inside the mall context. He commented that the biggest opportunity is for improved circulation

Chair Allen suggested taking each discussion point, beginning with the first.

Commissioner O'Connor said he likes the layout of the project and the site plan and he doesn't have concern about the circulation. He agrees with the need for additional access from the other parking areas, which staff has already addressed, and the parking is acceptable. He equated parking to be at 3.88 spaces per 1,000, overall, which was not a concern for him.

Chair Allen voiced her support of the circulation and parking and said she appreciated the comments about the safe pedestrian connections from Parcel B-1. She had one question regarding sewer, noting that the mall had utilized all of its sewer capacity and she asked about the implications.

Ms. Hagen said sewer fees are an outside pass through fee, and that Simon will need to purchase additional sewer capacity. However, however, there is adequate existing infrastructure and capacity in the system.

Commissioner Balch echoed his support of the plan. He said while he has concerns over parking, it will get worked out through the process and the parking study. Regarding the design, he voiced support of staff's comment about articulation of the fitness center building, both along the sidewalk on Stoneridge Drive and along the north side. He mentioned there is a large area or gathering space on the northern portion, and the importance of having a pathway, even a meandering path, or some means to get to the sidewalk; whereas, the path will most likely be for those that will walk along the southern side of the fitness center.

He also noted the sidewalk on Stoneridge Drive and the fire lane, stating the possibility that traffic could be delayed or slowed right next to the fitness center and he wants the developer to be cognizant of this. Lastly, he did not prefer the bike rack style shown on page LS-300 but does think, overall, it is a nice update.

Commissioner Ritter said he appreciates the concept and said it was similar to the new San Ramon complex. His biggest concern is Parcel B, noting the City will need to zone and plan for affordable housing. He expressed desire for this to be approved with a Phase 2 and a plan for Parcel B, in order to meet RHNA numbers.

Chair Allen added that in the next priority session, there are two items on the list that refer to that issue and she concurred, noting it is a bigger plan. She echoed Commissioner Balch's comment regarding enhancing the design of the fitness center as it faces Stoneridge Mall Drive so there is a four-sided design. She thanked Simon Properties for wanting to invest in Pleasanton and bring an out-of-the-box design that will be of value to workers and residents.

Commissioner Brown commented on his interest in visiting a site in the future, if Simon Properties has any property in the Bay Area with a similar concept.

Commissioner Balch summarized his concern over the queuing drop-off and pedestrian circulation, connections to B-1 for parking and for on-site pedestrian access, and building materials.

Ms. Hagen asked whether the Commission wanted any other information brought forward for the next hearing, aside from the theater parking, Bay Club parking within the City, and whether there are other similar local developments by Simon Properties.

Commissioner Balch asked for photo simulations up and down Stoneridge Drive in order to see traffic and parking, and the trash enclosure elements that could potentially change the site plan, especially for the restaurant next to the fitness center.

Addendum for P18-0340, 1700 Stoneridge Mall Road
Stoneridge Mall Commercial Replacement and Expansion Project
City of Pleasanton, Alameda County, California

City of Pleasanton
Community Development
200 Old Bernal Road
Pleasanton, CA 94566
925.931.5307

Contact: Jennifer Hagen, Associate Planner

Date: April 16, 2019

Project Title: P18-0340, 1700 Stoneridge Mall Road, Commercial Replacement and Expansion Project.

Lead Agency: City of Pleasanton, 200 Old Bernal Avenue, Pleasanton, CA 94566.

Contact Person: Jennifer Hagen, Associate Planner, 925.931.5607.

Address and Assessor's Parcel Numbers: The Project will be constructed primarily within parcel 941-1201-95 (1700 Stoneridge Mall Road), with a portion on main mall parcel 941-1201-9403 (1008 Stoneridge Mall Road) and a portion on Nordstrom's parcel 941-1201-92 (2651 Stoneridge Mall Road).

Project Sponsor's Name & Address: Simon Property Group, 660 Stanford Shopping Center, Palo Alto, CA 94394; Attn: Charles C. Davis, 650.617.8220.

General Plan Designation: Retail /Highway /Service Commercial; Business and Professional Offices.

Zoning: Regional Commercial – Mall CR(m).

Project Description: Simon Property Group (Simon) proposes to redevelop and expand the commercial square footage on property it owns within the Stoneridge Mall to replace the existing Sears Building and parking structures that will be demolished, and to add additional commercial uses. This project involves a net expansion of up to 79,269 square feet of commercial uses. This expansion represents 22% of the remaining 362,970 square feet of expansion already approved by the City Council pursuant to the Development Agreement that applies to the property, the term of which the City Council recently extended to December 31, 2022.

Requested Approvals:

- Design Review approval.
 - Demolition, Grading and Building permits.
 - Encroachment permits and land dedication as needed to permit frontage improvements along Stoneridge Mall Road.
-

Contents

I.	INTRODUCTION AND OVERVIEW	3
II.	PROJECT DESCRIPTION.....	4
A.	Project Location.	4
B.	Physical Improvements.....	5
C.	Infrastructure and Utilities.....	6
D.	Traffic Fee Payments.....	7
E.	Development Agreement History and Implementation.....	7
F.	Project Processing Pursuant to the Development Agreement.....	8
III.	PRIOR ENVIRONMENTAL ANALYSES	8
A.	1992 Negative Declaration for Stoneridge Mall.	8
B.	1995 Negative Declaration for Stoneridge Mall.	8
C.	2009 General Plan EIR.....	9
D.	2012 Housing Element and Climate Action Plan Supplemental EIR.	9
E.	2014 Workday Mitigated Negative Declaration.	9
F.	2015 Housing Element.	9
G.	2016 Workday Traffic Study.....	9
IV.	ENVIRONMENTAL ANALYSIS OF THE PROJECT	9
A.	Aesthetics.....	10
B.	Agricultural Resources.	10
C.	Air Quality.	10
D.	Biological Resources.....	10
E.	Cultural Resources.	10
F.	Geology and Soils.....	10
G.	Greenhouse Gases and Climate Change.....	11
H.	Hazards and Hazardous Materials.	11
I.	Hydrology and Water Quality.	11
J.	Land Use, Population and Growth Inducement.....	11
K.	Mineral Resources.	12
L.	Noise.	12
M.	Public Services and Recreation.	12
N.	Transportation and Circulation.....	12
O.	Utilities.....	13
V.	CONCLUSION.....	13

I. INTRODUCTION AND OVERVIEW

This Addendum documents that no further environmental review is required to implement P18-0340, the 2019 Stoneridge Commercial Replacement and Expansion Project (the “Project”).

The Project involves a net expansion of up to 79,269 square feet at the Stoneridge Mall, located at Stoneridge Mall Road and Canyon Way, just south of the Pleasanton BART Station and just southwest of the junction of Interstates 580 and 680. The Project proposes to demolish the existing Sears building and parking structure, and replace them with expanded commercial uses and surface parking. The Project embodies two alternate layouts, both of which are addressed in this Addendum. Option 1 proposes a health and life style fitness center, a food market, a movie theater and retail uses. Option 2 omits the health and life style fitness center and instead proposes a hotel.¹ The Project is described more fully below.

The Project implements the existing Stoneridge Mall expansion project. That project was approved in 1998, when the City Council adopted an ordinance approving the Stoneridge First Amendment to Development Agreement, and has been incorporated into environmental reviews the City has conducted since then, as explained more fully below. The Project’s net expansion of 79,269 square feet is 22% of the 362,790 square feet that may still be built under the First Amendment to the Development Agreement. The Development Agreement limits the scope of review to design review approval.

The City has conducted numerous environmental studies relevant to the Project, which are described more fully below.

This Addendum evaluates whether preparation of an EIR or Negative Declaration is required in light of the Project and prior CEQA analyses. This Addendum is prepared in accordance with CEQA Guidelines § 15183, which limits the scope of environmental review for projects that are consistent with a General Plan for which an EIR was certified. This Addendum tiers off of the EIR the City prepared for its most recent General Plan update, and limits its analysis pursuant to section 15183, which provides as follows:

(b) In approving a project meeting the requirements of this section, a public agency shall limit its examination of environmental effects to those which the agency determines, in an initial study or other analysis:

(1) Are peculiar to the project or the parcel on which the project would be located,

(2) Were not analyzed as significant effects in a prior EIR on the zoning action, general plan or community plan with which the project is consistent,

(3) Are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action, or

(4) Are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR

¹ A hotel could be developed only if the City subsequently amends its zoning code to make hotels a conditionally-allowed use in the CR(m) zone.

was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.

As documented more fully below, approval and implementation of the Project does not involve any such unstudied significant impacts. Thus, this Addendum concludes that the implementation of the Project does not require preparation of a Negative Declaration or EIR, and that no changes to impact conclusions, mitigation measures, evaluation of alternatives, or overriding considerations are necessary or appropriate.

II. PROJECT DESCRIPTION

A. Project Location.

The Stoneridge Shopping Mall is located in the northwestern area of the City of Pleasanton. The Mall is located at Stoneridge Mall Road and Canyon Way, just south of the Pleasanton BART Station, just southwest of the junction of Interstates 580 and 680, and immediately adjacent to and southwest of the recently-approved Workday project. The regional location and local vicinity map are shown in the following pages in Figure A and B.

The Project proposes redevelopment of the southeast area of the Stoneridge shopping center, in the area currently occupied by Sears and the existing Sears parking structure. The Project area is approximately 10.5 acres, which includes 8.6 acres of redevelopment and 1.9 additional acres required to adjust grades and align new roads with existing roads and infrastructure. The Project will be constructed primarily within parcel 941-1201-95, with a portion on main mall parcel 941-1201-9403 and a portion on Nordstrom's parcel 941-1201-92. The Project area is shown in Figure C. The Project also proposes offsite frontage improvements to Stoneridge Mall, in the area depicted in Figure C.

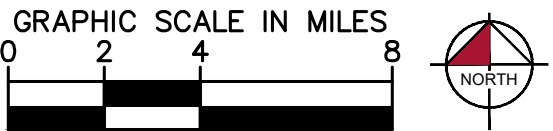
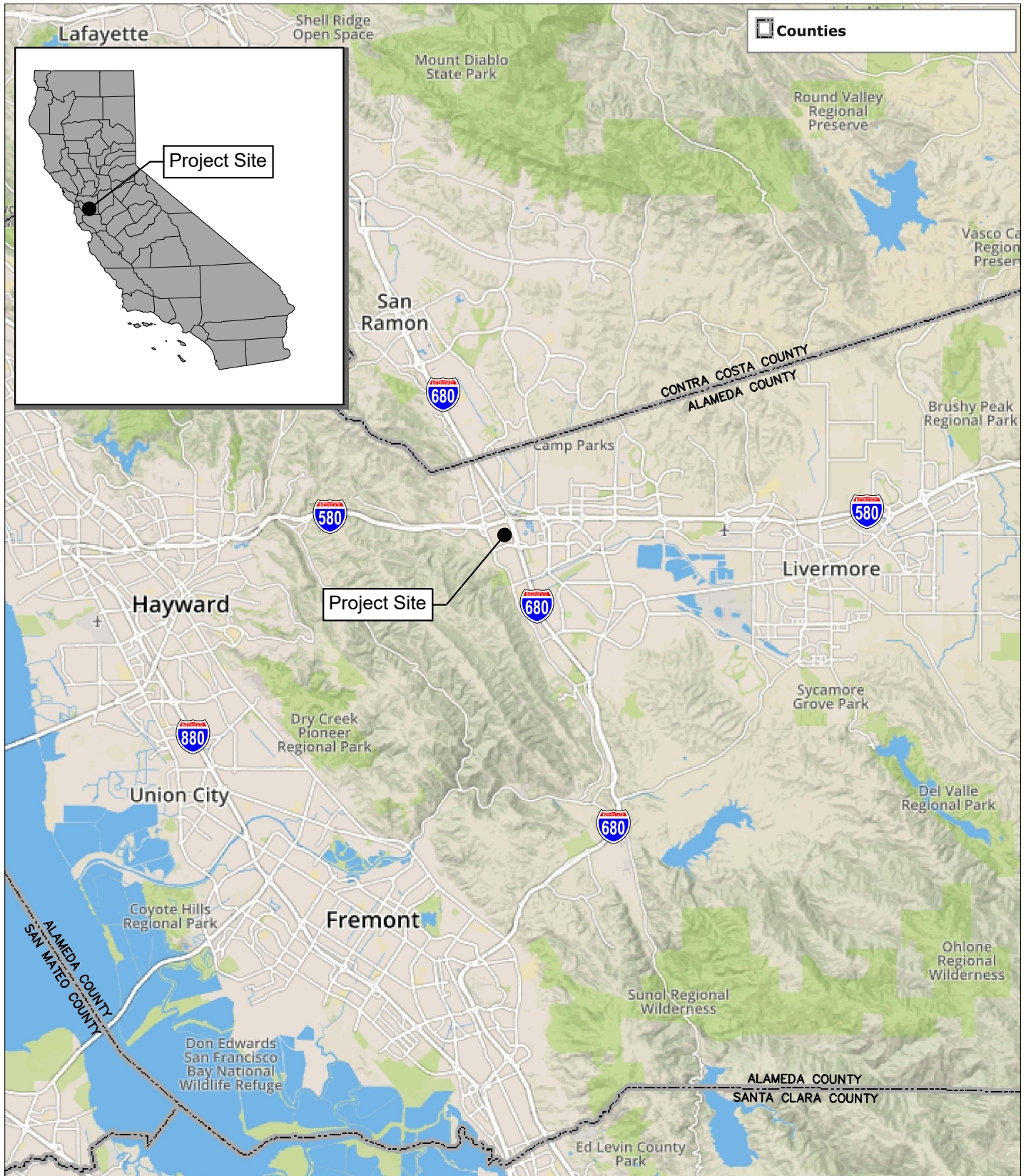
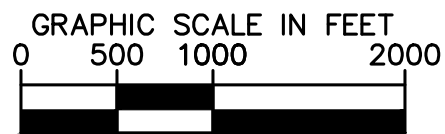


FIGURE A - REGIONAL LOCATION MAP

CITY OF PLEASANTON

ADDENDUM FOR THE 2019 STONERIDGE MALL
COMMERCIAL REPLACEMENT AND EXPANSION PROJECT



1" = 1000'

FIGURE B - LOCAL VICINITY MAP

CITY OF PLEASANTON

ADDENDUM FOR THE 2019 STONERIDGE MALL
COMMERCIAL REPLACEMENT AND EXPANSION PROJECT

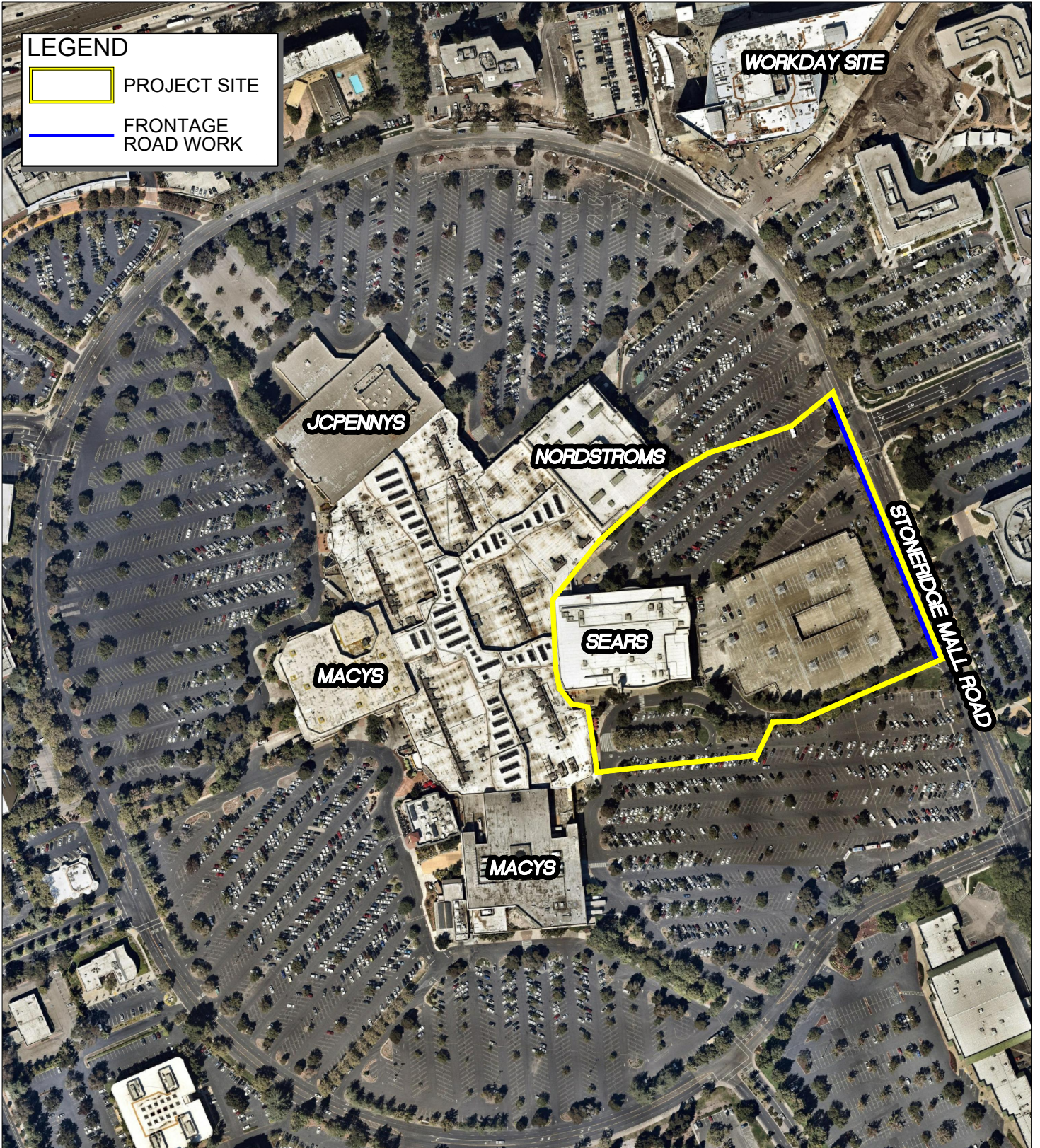


FIGURE C - PROJECT SITE

CITY OF PLEASANTON

ADDENDUM FOR THE 2019 STONERIDGE MALL
COMMERCIAL REPLACEMENT AND EXPANSION PROJECT

B. Physical Improvements.

The Project proposes to demolish the existing Sears building (approximately 176,151 square feet) and its parking structure (approximately 116,500 square feet), and to construct up to 258,000 square feet of commercial uses, as shown in Figures D-1 through D-8 on the following pages. These figures show approximate locations and designs and describe the maximum amounts of both height and square footage that may be developed.

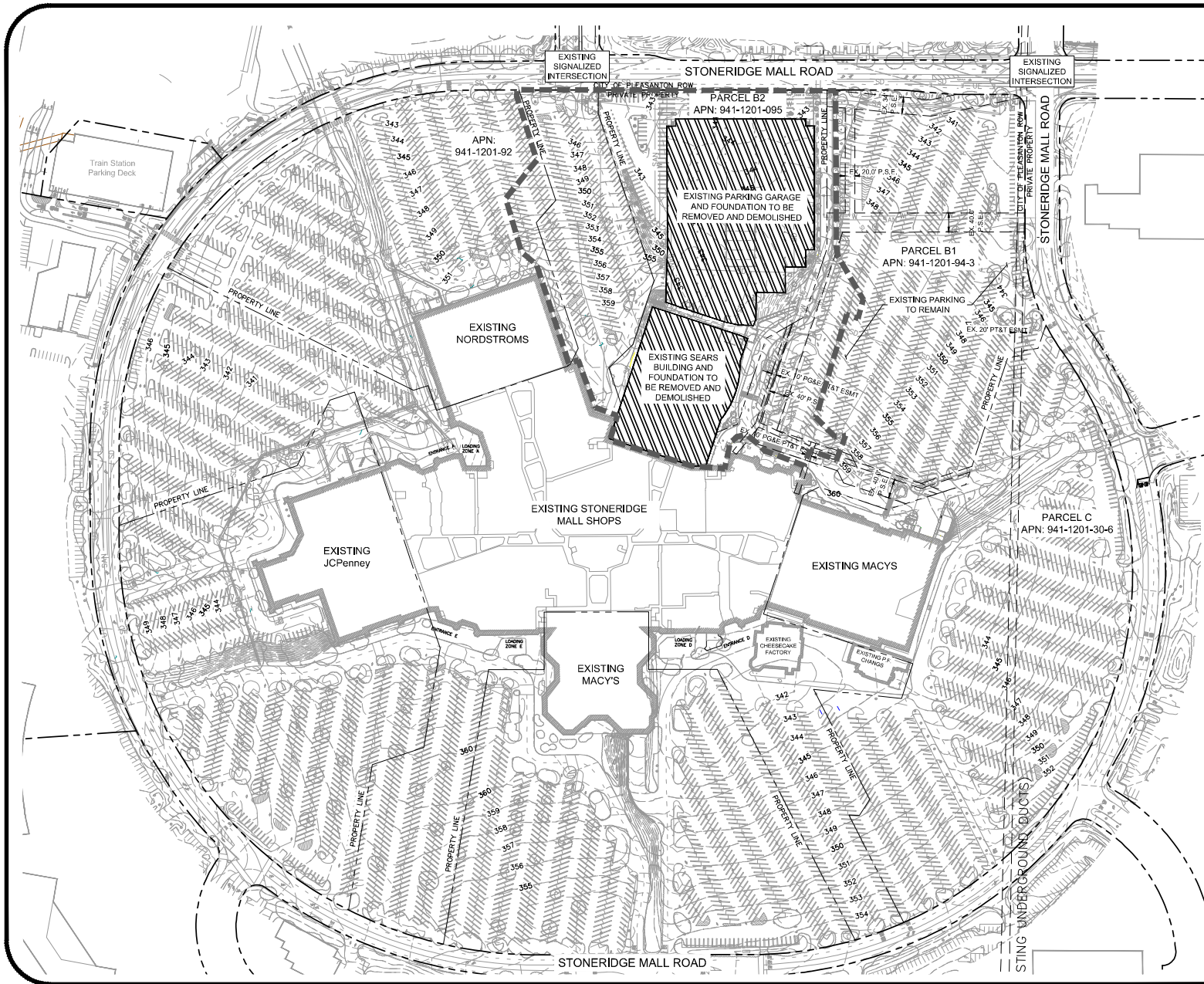
The maximum potential heights of the Project, as shown in Figures D-2 and D-5, will not exceed 68 feet. The Project therefore will comply with Development Agreement provisions requiring that new development not exceed existing heights.

The Project includes two alternate layouts. Option 1 proposes a health and life style fitness center, a food market, and retail uses on the ground floor. The second floor includes the same uses, but a movie theater would be located above the food market. Option 1 proposes up to 258,000 square feet of new construction, resulting in a net increase of up to 79,269 square feet. Option 2 omits the health and life style fitness center, locates the movie theater on the ground floor, and includes a hotel. Option 2 proposes up to 224,900 square feet of new construction, resulting in a net increase of up to 46,970 square feet.

The Project is located in close proximity to the BART station and also anticipates attracting customers from the adjacent Workday facilities. This location indicates that parking demand is likely to be less than normal for a regional center. Nonetheless, the Project will provide a sufficient number of parking spaces to meet or exceed the city-wide parking ratios of the City's Municipal Code.

Access to the Project will be provided from Stoneridge Mall Road via three points of access as shown in Figures D-2 and D-5. Two driveway locations will be located at existing intersections with the third driveway at a mid-block location. The northern driveway is located at the signalized intersection of Embarcadero Court.

The design and architectural finishes will implement the requirement of the Development Agreement that new construction be reasonably consistent with the general design concept of existing improvements in the Shopping Center. Conceptual designs, along with information about the types of colors and finishes, are shown in Figures D-2 through D-8. The compatibility of the Project with the general design concept of existing improvements in the Shopping Center are shown in such figures.



GENERAL NOTES

1. PROJECT ADDRESS: 1 STONERIDGE MALL ROAD
PLEASANTON, CA 94588
2. APPROXIMATE PROJECT AREA: 10.3± ACRES
3. ZONING
EXISTING: CR(M) - REGIONAL COMMERCIAL - MALL
PROPOSED: CR(M) - REGIONAL COMMERCIAL - MALL
4. FLOOD ZONE X PER FEMA MAP 06001C0308G

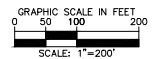
LEGEND

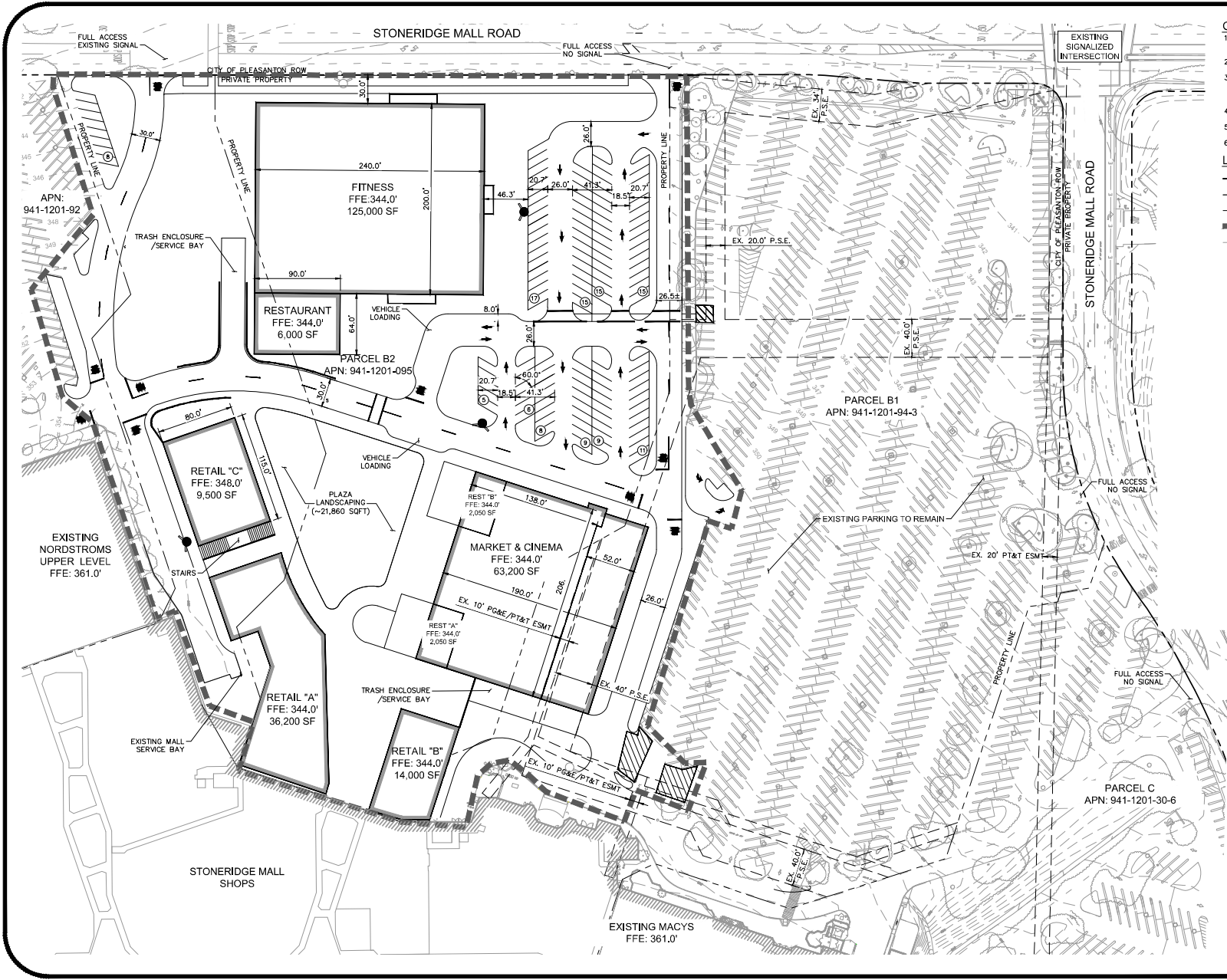
---	RIGHT OF WAY LINE
---	PROPERTY LINE
---	EASEMENT
---	LIMITS OF WORK
---	SD - EXISTING STORM DRAIN LINE
---	SAN - EXISTING SANITARY SEWER LINE
---	W - EXISTING WATER LINE
---	UE - EXISTING ELECTRICAL UTILITY LINE
---	UT - EXISTING TELECOM UTILITY LINE
---	SL - EXISTING STREET LIGHT CONDUIT
---	-342- - EXISTING CONTOURS AND ELEVATIONS

FIGURE D-1

**STONERIDGE MALL
EXISTING SITE PLAN**

ADDENDUM FOR THE 2019 STONERIDGE
MALL COMMERCIAL REPLACEMENT AND
EXPANSION PROJECT





GENERAL NOTES

1. PROJECT ADDRESS: 1 STONERIDGE MALL ROAD PLEASANTON, CA 94588
2. APPROXIMATE PROJECT AREA: 10.3± ACRES
3. ZONING
 EXISTING: CR(M) – REGIONAL COMMERCIAL – MALL
 PROPOSED: CR(M) – REGIONAL COMMERCIAL – MALL
4. FLOOD ZONE X PER FEMA MAP 06001C0308G
5. ALL FINISHED FLOOR ELEVATIONS SHOWN ARE APPROXIMATE.
6. ALL BUILDING SQUARE FOOTAGES SHOWN ARE APPROXIMATE.

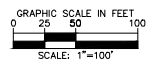
LEGEND

	RIGHT OF WAY LINE
	PROPERTY LINE
	EASEMENT
	LIMITS OF WORK
	EXISTING CONTOURS AND ELEVATIONS

FIGURE D-2

**STONERIDGE MALL
 PRELIMINARY SITE PLAN
 OPTION 1**

ADDENDUM FOR THE 2019 STONERIDGE MALL COMMERCIAL REPLACEMENT AND EXPANSION PROJECT



BOULDER:
1360 Walnut St. 102 Telephone: 720 565 0505
Boulder, CO 80302 Facsimile: 720 565 0594

CHARLOTTE:
508 West Fifth St., 250 Telephone: 704 348 7000
Charlotte, NC 28202 Facsimile: 704 348 7005

SAN FRANCISCO:
461 Bush Street, 300 Telephone: 415 421 9900
San Francisco, CA 94111

Stoneridge
1 Stoneridge Mall Rd
Pleasanton, CA 94588

Stoneridge Shopping Center
PROJECT

Simon Property Group
OWNER

CO, OM
505DESIGN TEAM

ORIGINAL ISSUE:	14 November 2018
REVISIONS:	
	18 December 2018
	27 January 2019
	14 March 2019

FIGURE D-3a

**Elevations
Option 1**

**ADDENDUM FOR THE 2019
STONERIDGE MALL
COMMERCIAL REPLACEMENT
AND EXPANSION PROJECT**

These drawings are for the sole purpose of expressing visual design intent and are not intended for construction purposes. All aspects engineering, fabrication, installation, and any resulting documentation are the responsibility of the Fabricator.



Elevation 1
Scale: 1/32" = 1'

Elevation 2
Scale: 1/32" = 1'

Elevation 3
Scale: 1/32" = 1'

Elevation 4
Scale: 1/32" = 1'

Elevation 5
Scale: 1/32" = 1'

Key Plan
1/8" = 1'

BOULDER:
1360 Walnut St., 102 telephone: 720 565 0505
Boulder, CO 80302 facsimile: 720 565 0594

CHARLOTTE:
508 West Fifth St., 250 telephone: 704 348 7000
Charlotte, NC 28202 facsimile: 704 348 7005

SAN FRANCISCO:
461 Bush Street, 300 telephone: 415 421 9900
San Francisco, CA 94111

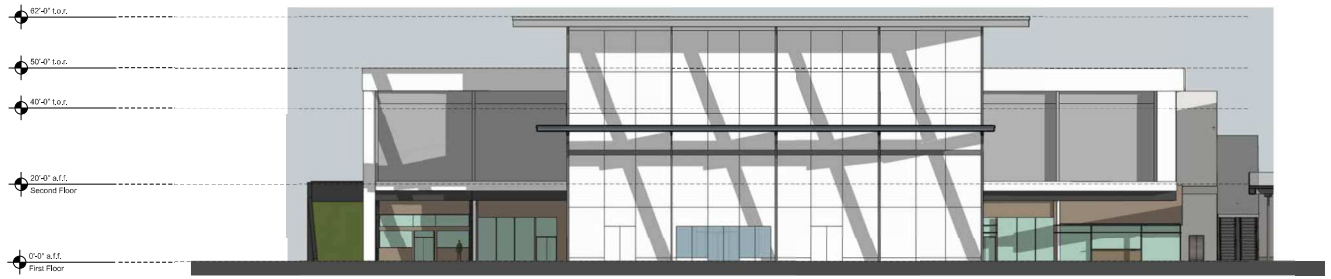
Stoneridge
1 Stoneridge Mall Rd
Pleasanton, CA 94588

Stoneridge Shopping Center
PROJECT

Simon Property Group
OWNER

CO, OM
505DESIGN TEAM

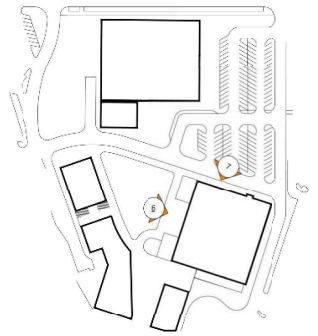
ORIGINAL ISSUE: 14 November 2018
REVISIONS:
18 December 2018
27 January 2019
14 March 2019



Elevation 6
Scale: 1/8" = 1'-0"



Elevation 7
Scale: 1/8" = 1'-0"



Key Plan
Scale: 1/8" = 1'-0"



FIGURE D-3b
Elevations
Option 1
ADDENDUM FOR THE 2019
STONERIDGE MALL
COMMERCIAL REPLACEMENT
AND EXPANSION PROJECT

These drawings are for the sole purpose of expressing visual design intent and are not intended for construction purposes. All aspects engineering, fabrication, installation, and any resulting documentation are the responsibility of the Fabricator.

BOULDER:
1360 Walnut St. 102 telephone: 720 565 0505
Boulder, CO 80302 facsimile: 720 565 0594

CHARLOTTE:
508 West Fifth St., 250 telephone: 704 348 7000
Charlotte, NC 28202 facsimile: 704 348 7005

SAN FRANCISCO:
461 Bush Street, 300 telephone: 415 421 9900
San Francisco, CA 94111

Stoneridge
1 Stoneridge Mall Rd
Pleasanton, CA 94588

Stoneridge Shopping Center
PROJECT

Simon Property Group
OWNER

CO, OM
505DESIGN TEAM

ORIGINAL ISSUE:	14 November 2018
REVISIONS:	
	18 December 2018
	27 January 2019
	14 March 2019

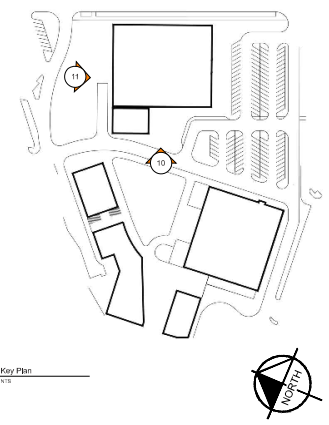
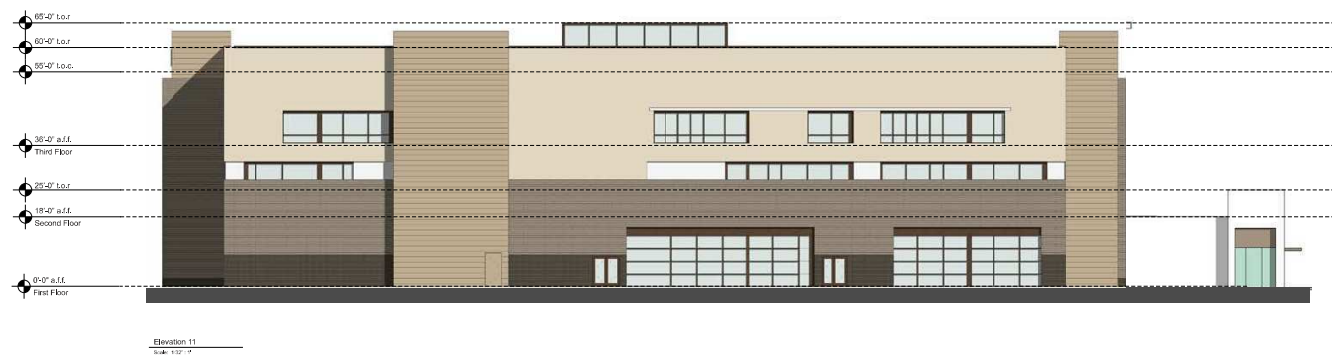
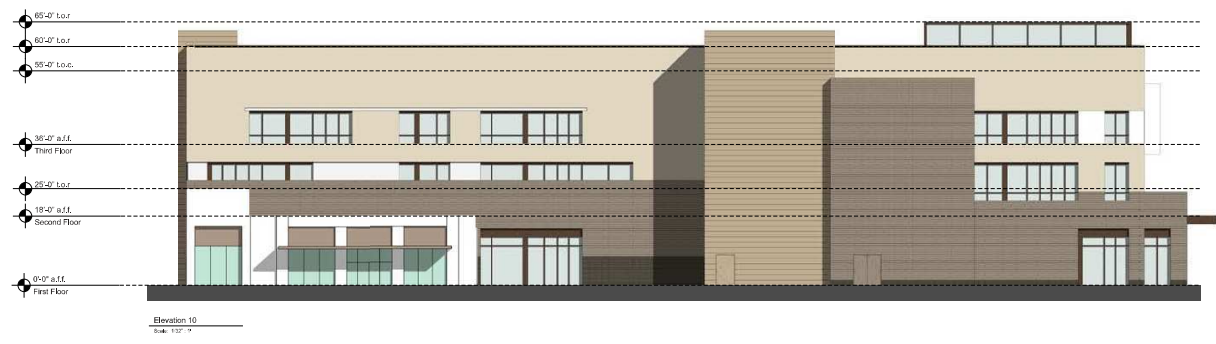


FIGURE D-3c
Elevations
Option 1
ADDENDUM FOR THE 2019
STONERIDGE MALL
COMMERCIAL REPLACEMENT
AND EXPANSION PROJECT

These drawings are for the sole purpose of expressing visual design intent and are not intended for construction purposes. All aspects engineering, fabrication, installation, and any resulting documentation are the responsibility of the Fabricator.



- GENERAL NOTES**
1. PROJECT ADDRESS: 1 STONERIDGE MALL ROAD PLEASANTON, CA 94588
 2. APPROXIMATE PROJECT AREA: 10.2± ACRES
 3. ZONING: EXISTING: CR(M) - REGIONAL COMMERCIAL - MALL; PROPOSED: CR(M) - REGIONAL COMMERCIAL - MALL
 4. FLOOD ZONE X PER FEMA MAP 06030100306G
 5. ALL FINISHED FLOOR ELEVATIONS SHOWN ARE APPROXIMATE.
 6. ALL BUILDING SQUARE FOOTAGES SHOWN ARE APPROXIMATE.

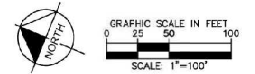
- LEGEND**
- RIGHT OF WAY LINE
 - - - PROPERTY LINE
 - - - EASEMENT
 - LIMITS OF WORK

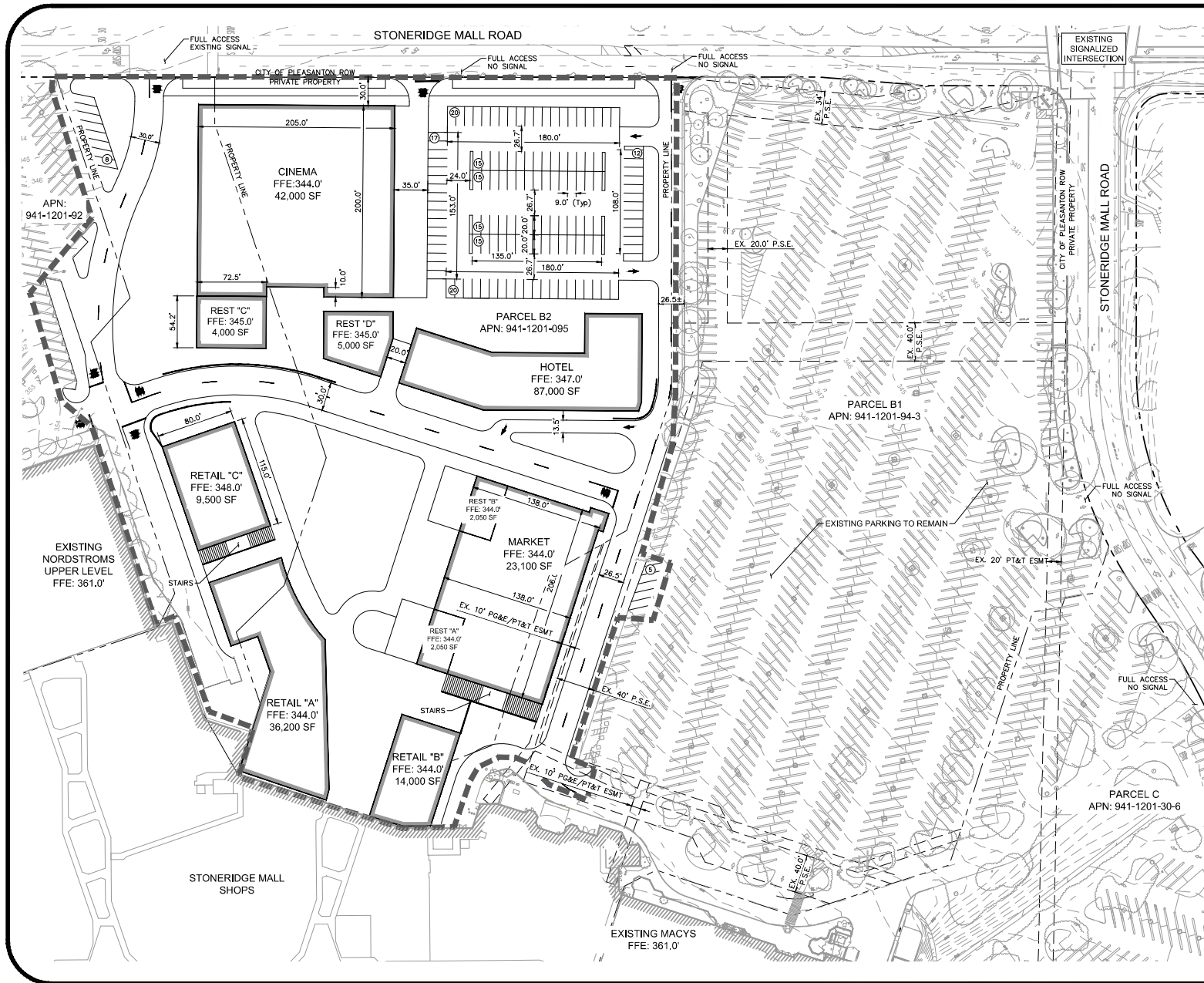
CONCEPT PLANT SCHEDULE

	SHADE TREE	27
	ACCENT TREE	80
	PARKING LOT TREE	49
	EVERGREEN TREE	13
	SHRUBS	29,264 SF
	TURF	21,860 SF
	GROUND COVER	15,523 SF

FIGURE D-4
STONERIDGE MALL
PRELIMINARY LANDSCAPE PLAN
OPTION 1

ADDENDUM FOR THE 2019 STONERIDGE MALL COMMERCIAL REPLACEMENT AND EXPANSION PROJECT





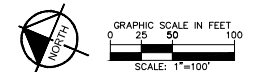
GENERAL NOTES

1. PROJECT ADDRESS: 1 STONERIDGE MALL ROAD PLEASANTON, CA 94588
2. APPROXIMATE PROJECT AREA: 9.7± ACRES
3. ZONING
 EXISTING: CR(M) - REGIONAL COMMERCIAL - MALL
 PROPOSED: CR(M) - REGIONAL COMMERCIAL - MALL
4. FLOOD ZONE X PER FEMA MAP 06001C0308C
5. ALL FINISHED FLOOR ELEVATIONS SHOWN ARE APPROXIMATE.
6. ALL BUILDING SQUARE FOOTAGES SHOWN ARE APPROXIMATE.

LEGEND

	RIGHT OF WAY LINE
	PROPERTY LINE
	EASEMENT
	LIMITS OF WORK
	EXISTING CONTOURS AND ELEVATIONS

FIGURE D-5
STONERIDGE MALL
PRELIMINARY SITE PLAN
OPTION 2
ADDENDUM FOR THE 2019 STONERIDGE
MALL COMMERCIAL REPLACEMENT AND
EXPANSION PROJECT



BOULDER:
1360 Walnut St. 102 telephone 720 565 0505
Boulder, CO 80302 facsimile 720 565 0504

CHARLOTTE:
508 West Fifth St., 250 telephone 704 348 7000
Charlotte, NC 28202 facsimile 704 348 7005

SAN FRANCISCO:
461 Bush Street, 300 telephone 415 421 9900
San Francisco, CA 94111

Stoneridge
1 Stoneridge Mall Rd
Pleasanton, CA 94588

Stoneridge Shopping Center
PROJECT

Simon Property Group
OWNER

CO, OM, AC
595DESIGN TEAM



ORIGINAL ISSUE: 14 November 2018
REVISIONS:
18 December 2018

FIGURE D-6a
Elevations
Option 2
ADDENDUM FOR THE 2019
STONERIDGE MALL
COMMERCIAL REPLACEMENT
AND EXPANSION PROJECT

These drawings are for the sole purpose of expressing visual design intent and are not intended for construction purposes. All aspects engineering, fabrication, installation, and any resulting documentation are the responsibility of the Fabricator.



- GENERAL NOTES**
1. PROJECT ADDRESS: STONERIDGE MALL ROAD PLEASANTON, CA 94688
 2. APPROXIMATE PROJECT AREA: 5.71 ACRES
 3. ZONING: EXISTING: (CR(M)) - REGIONAL COMMERCIAL - MALL PROPOSED: (CR(M)) - REGIONAL COMMERCIAL - MALL
 4. FLOOD ZONE X PER FEMA MAP 0606023080
 5. ALL FINISHED FLOOR ELEVATIONS SHOWN ARE APPROXIMATE
 6. ALL BUILDING TO HAVE TOPOGRAPHS SHOWN ARE APPROXIMATE

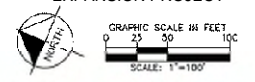
LEGEND

- VERTICAL WAY LINE
- - - - - PROPERTY LINE
- - - - - EASEMENT
- ==== BATS OF WORK
- EXISTING CONTOURS AND ELEVATIONS

CONCEPT PLANT SCHEDULE

	SHADE TREE	30
	ACCENT TREE	53
	PARKING LOT TREE	27
	EVERGREEN TREE	8
	SHRUBS	18,330 SF
	TURF	21,860 SF
	GROUND COVER	16,747 SF

FIGURE D-7
STONERIDGE MALL
PRELIMINARY LANDSCAPE PLAN
OPTION 2
 ADDENDUM FOR THE 2019 STONERIDGE MALL COMMERCIAL REPLACEMENT AND EXPANSION PROJECT





STAMPED CONCRETE, BANDING, ENHANCED PAVING



FORMS + SURFACES BALANCE BENCH



FORMS + SURFACES DISPATCH LITTER AND RECYCLING RECEPTACLES



FORMS + SURFACES BIKE GARDEN BIKE RACK

SITE FURNISHINGS

NO.	REVISIONS	DATE	BY

Kimley-Horn
 4615 COMSTOCK DRIVE, SUITE 100, REDLANDS, CA 92354
 951 W. 14TH AVENUE, SUITE 100, DENVER, CO 80202
 © 2018 KIMLEY-HORN AND ASSOCIATES, INC.

NAME PROJECT: STONERIDGE SHOPPING CENTER
 10/17/2018
 SCALE: AS SHOWN
 DRAWN BY: JACOB
 CHECKED BY: JACOB
 DATE: 11/14/2018

STONERIDGE SHOPPING CENTER
 SPG CENTER, LLC
 PLEASANTON, CA

MATERIALS IMAGE BOARD

811 Know what's below. Call before you dig.
 SHEET NUMBER: LS300



595 DESIGN

BOULDER: 3760 Main St. Suite 100 Telephone: 720 545 0676
 Boulder, CO 80502 Fax: 720 545 0604

CHARLOTTE: 526 West Fifth St., 25th Telephone: 704 348 7100
 Charlotte, NC 28202 Fax: 704 348 7035

SAN FRANCISCO: 405 S. Van Ness, 20th Telephone: 415 421 9900
 San Francisco, CA 94101

Stoneridge
 1 Stoneridge Mall Rd
 Pleasanton, CA 94588

Stoneridge Shopping Center
 PROJECT

Simon Property Group
 OWNER

CO, OM, AC
 595 DESIGN TEAM

ORIGINAL ISSUE: 14 November 2018
REVISIONS:
18 December 2018

FIGURE D-8
 Material Palette
 Option 1
 ADDENDUM FOR THE
 2019 STONERIDGE
 MALL COMMERCIAL
 REPLACEMENT AND
 EXPANSION PROJECT

These drawings are for the sole purpose of expressing visual design intent and are not intended for construction purposes. All aspects engineering, fabrication, installation, and any resulting occurrence shall be the responsibility of the fabricator.

C. Infrastructure and Utilities.

The net expansion will be subject to current development requirements and fees relating to all utilities, including sewer and water. The existing square footage that will be replaced is already served by utilities, and the on-site infrastructure will be replaced with facilities meeting current codes.

The Project will implement the City's Complete Streets and the City's Bicycle and Pedestrian programs by constructing improvements to the portions of Stoneridge Mall Road that front the Project Site. The improvements will include a sidewalk/pedestrian pathway, landscaping improvements and restriping the street. The area of these improvements is shown in Figure C. The proposed design of this section of Stoneridge Mall Road is shown in Figure D-9.

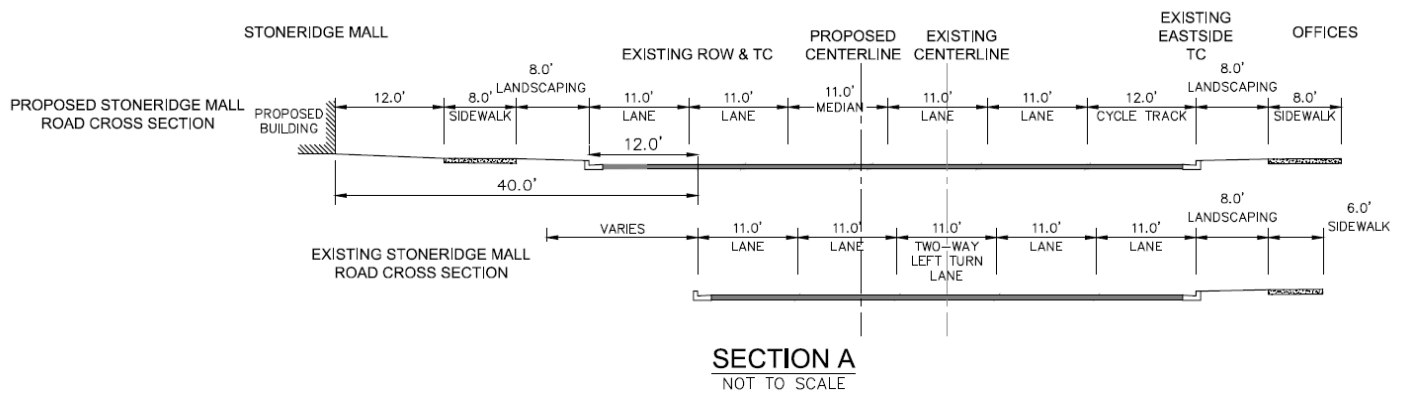


FIGURE D-9 - CROSS SECTION STONERIDGE MALL ROAD

D. Traffic Fee Payments.

The First Amendment to the Development Agreement requires that any expansion of the shopping center contribute fair share payments towards certain improvements at two intersections: (1) the Foothill Road/Canyon Way/Dublin Canyon Road intersection, and (2) the Stoneridge Drive/Stoneridge Mall Road intersection. The intersection improvements referenced in the Development Agreement have been superseded by improvements that are funded by the City's Traffic Improvement Program, and by payment of City and regional (pass-through) traffic impact fees. The Project proposes to pay current City and regional traffic impact fees for all the net expansion areas.

E. Development Agreement History and Implementation.

The Project implements the Development Agreement that applies to the Project area. The history of the Stoneridge Mall Development Agreement is as follows.

Stoneridge Development Agreement. The Stoneridge Mall Development Agreement was initially approved on October 6, 1992 by Ordinance 1578 and provided for a term of 15 years. The original agreement permitted an expansion of up to 356,000 square feet of "Floor Area," a defined term that is generally equivalent to gross leasable area. Exhibit C to the agreement set forth a conceptual site plan for future expansion.

First Amendment to Development Agreement. The First Amendment was approved on January 6, 1998 by Ordinance 1732. The First Amendment increased the size of the permitted expansion to 558,000 square feet of Floor Area (consisting of 178,000 square feet for the then-recently-completed Sears store, plus an additional 380,000 square feet in future expansion). Exhibit C to the agreement was amended to eliminate any diagrams and eliminate any location requirements for the expansion square footage. The First Amendment extended the term of the Development Agreement to December 31, 2012.

Second Amendment to Development Agreement. The Second Amendment was approved on June 18, 2013 by Ordinance 2072. The Second Amendment extended the term of the Development Agreement to December 31, 2017.

Third Amendment to Development Agreement. The Third Amendment was approved on August 21, 2018 by Ordinance 2173. The Third Amendment extended the term of the Development Agreement to December 31, 2022.

Post-Approval Development at Stoneridge Mall. Since 1998, the City has approved the construction of P. F. Chang's and Cheesecake Factory restaurants, which together reduced the allowed expansion from 380,000 square feet to 362,790 square feet.

Implementation of Development Agreement by Project. The Project proposes to implement the Development Agreement as follows:

1. Construct a Portion of the Expansion Already Approved by the Development Agreement. The Development Agreement currently permits development of up to 362,790 square feet within Stoneridge Mall, provided the design of the expansion is compatible with the rest of the Mall, and the height does not exceed 68 feet. The Project proposes to develop approximately 22% of the allowed expansion, consistent with these requirements.

2. Traffic Improvements. The First Amendment to the Development Agreement identified certain potential traffic improvements that would mitigate traffic impacts of expansion of Stoneridge

Mall and other development in the immediate area. The specific improvements referenced in the Development Agreement either have been built or have been superseded by traffic improvement plans encompassed within the City's traffic mitigation fee program. All improvements necessary to address the impacts of the expansion allowed under the First Amendment to the Development Agreement are now included in the City's traffic impact fee program. The Project will be required to pay all traffic impact fees (including any applicable pass-through fees collected by the City and transmitted to other transportation agencies) at the rates in effect when the fees are due, in satisfaction of this contractual obligation to mitigate all traffic impacts of the project.

F. Project Processing Pursuant to the Development Agreement.

Pursuant to the Development Agreement, buildout of the shopping center has already been approved as described in Exhibit C to the First Amendment to the Development Agreement. That Exhibit C allows a net expansion of 558,000 square feet, which may be allocated among one or more stores anywhere within the shopping center site. Stores and mall buildings are limited to the "height of the highest existing department store building, mall store building or enclosed mall currently existing" in the center, which is 68 feet. As explained above, the Project meets all the requirements of Exhibit C to the Development Agreement.

The Development Agreement further provides that expansion square footage shall be subject to design review, as follows:

4.4 Architectural Review of Project. In order for the Developer to receive approval of the particular design of new improvements under the Project, the City may apply the rules and regulations regarding architectural review in effect in the City at the time the Developer applies for design review approval for any aspect of the Project, as long as applying these rules and regulations does not conflict with Developer's rights under this Agreement, impose any further or additional fees or impose any other Conditions on the Project, except as provided in Section 3.2(c). The City shall approve the design of improvements under the Project so long as the same are reasonably consistent with the general design concept of existing improvements in the Shopping Center.

III. PRIOR ENVIRONMENTAL ANALYSES

The relevant prior environmental reviews are as follows.

A. 1992 Negative Declaration for Stoneridge Mall.

In 1992, the City entered into the original Development Agreement for Stoneridge Mall that allowed an expansion of up to 356,000 square feet based upon preparation of a Negative Declaration.

B. 1995 Negative Declaration for Stoneridge Mall.

In connection with the First Amendment to the Development Agreement, the City prepared an Initial Study dated November 1, 1995. This Initial Study addressed an expansion of 558,000 square feet. In resolutions 96-141 (adopted December 3, 1996) and 97-145 (adopted December 9, 1997), the City

Council approved a Negative Declaration for the project and found that the First Amendment would not have any significant adverse effects on the environment.

C. 2009 General Plan EIR.

On July 21, 2009, the City of Pleasanton adopted the Pleasanton General Plan Update 2005–2025, after certification of the Pleasanton General Plan Update 2005–2025 Environmental Impact Report (EIR) (State Clearinghouse Number 205122139). That EIR evaluated the impacts of “buildout of the proposed General Plan, not just the incremental difference between . . . buildout of the existing General Plan and the buildout of the proposed General Plan.” Accordingly, the 2009 EIR addressed the impacts of full buildout at Stoneridge Mall.

D. 2012 Housing Element and Climate Action Plan Supplemental EIR.

In connection with its 2012 Housing Element Update and Climate Action Plan, the City supplemented the General Plan EIR with a Supplemental EIR that it certified in 2012. The 2012 Supplemental EIR addressed the impacts of additional housing proposed by its 2012 Housing Element and the City’s Climate Action Plan. In 2012, the City approved its 2012 Housing Element and its Climate Action Plan, based upon certification of the 2012 EIR that supplemented the General Plan EIR.

E. 2014 Workday Mitigated Negative Declaration.

In 2014, the City studied the impacts of the Workday project, which is located immediately adjacent to and northeast of Stoneridge Mall. The City adopted a Mitigated Negative Declaration that studied a six-story, approximately 430,000 square foot office building with related parking structures and surface parking, located immediately adjacent to and northeast of Stoneridge Mall, and immediately southwest of the junction of interstates 580 and 680.

F. 2015 Housing Element.

In 2015, the City approved its 2015 Housing Element based upon an Addendum confirming that there were no changes to the Housing Element project, the surrounding circumstances, or significant new information that would trigger new or more severe environmental impacts than had been identified in the 2009 EIR and the 2012 Supplemental EIR.

G. 2016 Workday Traffic Study.

After the Workday project was approved in 2014, the square footage of the project was reduced to approximately 410,000 square feet, the site plan was modified, and more precise employee population figures were developed. An updated traffic study was conducted for the modified project. The City concluded that the mitigation measures identified in the 2014 traffic study would continue to adequately mitigate the traffic generated from the modified project.

IV. ENVIRONMENTAL ANALYSIS OF THE PROJECT

This Addendum addresses the impacts of the Project and analyzes whether the current proposal triggers the need for additional environmental review under CEQA Guidelines § 15183. The environmental impacts discussed and analyzed below include impacts specific to the Project and cumulative impacts. The contribution of the Project toward cumulative impacts either will be similar to that projected in the prior studies, or, because additional development has occurred, will comprise a smaller percentage of the cumulative impacts.

A. Aesthetics.

The Project proposes the type of development envisioned in the General Plan. The Project must comply with the requirement of the Development Agreement that the development be compatible with the general design concept of existing improvements in the Shopping Center. There are no unusual site-specific aspects of the proposed development. There has been no substantial change in the project or in the surrounding circumstances, and no development of significant new information. Accordingly, no new or more severe significant impacts to aesthetics are anticipated. Thus, in accordance with CEQA Guidelines § 15183, no additional environmental review is required.

B. Agricultural Resources.

The site of the Project has been developed with commercial uses for decades and does not include any agricultural resources. There has been no change in agricultural status since the General Plan EIR was certified. Thus, in accordance with CEQA Guidelines § 15183, no additional review is required.

C. Air Quality.

The Project implements the development that was previously approved in 1998 and assumed in the General Plan EIR analysis. The project will be subject to currently-applicable BAAQMD regulations. In addition, technological and industry advancements have resulted in more efficient engines emitting fewer constituents, and additional dust control measures for both the Project and all development in the area. Accordingly, air quality emissions resulting from implementation of the Project are expected to be cleaner than was anticipated when the General Plan EIR was certified. Thus, in accordance with CEQA Guidelines § 15183, no additional environmental review is required.

D. Biological Resources.

The Project site has been developed with commercial uses for decades and does not provide any habitat of high biological value. Accordingly, there are no unstudied impacts peculiar to the parcel that were not anticipated or analyzed in the General Plan EIR. There has been no substantial change in the project or in the surrounding circumstances, and no development of significant new information. The area surrounding the Project site remains heavily developed. No new or more severe significant impacts to biological resources are anticipated. Thus, in accordance with CEQA Guidelines § 15183, no additional environmental review is required.

E. Cultural Resources.

The Project site has been developed with commercial uses for decades and already has been extensively disturbed for development. The development proposed by the Project is not substantially different in nature or amount from the project allowed under the General Plan. No unstudied effects peculiar to the Project site are anticipated, no significant new information has arisen, and surrounding circumstances have not changed substantially from a cultural resources perspective. No new or more severe significant impacts to cultural impacts are anticipated. Thus, in accordance with CEQA Guidelines § 15183, no additional environmental review is required.

F. Geology and Soils.

The location of the Project Site and the geologic nature of its soils has not changed since any of the prior environmental analyses were certified. No unstudied effects peculiar to the Project Site are anticipated. There has been no substantial change in the project or in the surrounding circumstances, and no

development of significant new information. No new or more severe significant impacts are anticipated. In addition, the California Supreme Court made clear, in *California Building Industry Assn. v. Bay Area Air Quality Management Dist.*, 62 Cal.4th 369 (2015), that the impacts of existing soil conditions on a project are not within the purview of CEQA. Thus, in accordance with CEQA Guidelines § 15183, no additional environmental review is required.

G. Greenhouse Gases and Climate Change.

The 2012 Supplemental EIR concluded that, with implementation of the City's Climate Action Plan, development under the City's 2005-2025 General Plan would result in greenhouse gas emissions that are less than significant. The expansion of Stoneridge Mall is included in that General Plan. The Project is subject to and will conform with the City's Climate Action Plan, which the 2012 Supplemental EIR determined would reduce greenhouse gas emissions to less than significant levels. There is nothing peculiar about the Project in terms of greenhouse gas emissions. There has been no substantial change in the Project or in the surrounding circumstances, and no development of significant new information. No new or more severe significant impacts are anticipated. Thus, in accordance with CEQA Guidelines § 15183, no additional environmental review is required.

H. Hazards and Hazardous Materials.

The Project site has been developed with commercial uses for decades. As was assumed in the General Plan EIR for all development in the City, development and operation of the Project will be subject to numerous laws and regulations designed to protect against the release of, or human exposure to, hazardous materials. There is nothing peculiar about the Project in terms of its potential for handling hazardous waste materials. No significant new information or change in circumstances has been revealed, and no new or more severe significant impacts from hazards and hazardous materials are anticipated. Thus, in accordance with CEQA Guidelines § 15183, no additional environmental review is required.

I. Hydrology and Water Quality.

The Project is subject to the stormwater management and water quality requirements of the Alameda Countywide Clean Water Program NPDES Permit, including its C.3 provision, as well as building code and other regulatory requirements relevant to stormwater management. The Project must implement a Construction Storm Water Pollution Prevention Plan. There are no circumstances relevant to stormwater management or water quality that are peculiar to the Project site. No significant new information or substantial change in surrounding circumstances has been discovered since the General Plan EIR was certified. No new or more severe significant impacts to hydrology or water quality are anticipated. Thus, in accordance with CEQA Guidelines § 15183, no additional environmental review is required.

J. Land Use, Population and Growth Inducement.

Expansion of Stoneridge Mall has been contemplated by the City's land use plans and zoning ordinances since 1992. There is nothing peculiar about the nature of the proposed expansion in terms of land use, population or growth inducement. The only modification to uses contemplated is the potential inclusion of a hotel in Option 2 of the Project. This is a minor change and would not affect the compatibility of land uses, would not divide an established community and would not change the way in which the Project would displace existing development. No new or more severe significant impacts are anticipated.

to land use, population or growth inducement. Thus, in accordance with CEQA Guidelines § 15183, no additional environmental review is required.

K. Mineral Resources.

The Project site does not include any mineral resources. This circumstance has not changed since the General Plan EIR was certified. Thus, in accordance with CEQA Guidelines § 15183, no additional review of mineral resources is required.

L. Noise.

The noise that can be generally expected to be generated by construction and operation of the Project has not changed since the General Plan EIR studied noise impacts. There is nothing peculiar about the construction of the Project, and it will be subject to the City's standard regulations regarding construction hours and activities. There have been no substantial unstudied changes to the noise aspects of the surrounding area. The Workday Project was recently required to study and address its noise issues, and no significant new information emerged. No new or more severe significant impacts are anticipated. Thus, in accordance with CEQA Guidelines § 15183, no additional environmental review is required.

M. Public Services and Recreation.

The basic nature of the development contemplated under the Stoneridge Development Agreement has not changed since the General Plan EIR was certified. There is nothing peculiar about the public service and recreation needs of the Project. The potential change from a more traditional commercial use to a hotel under Option 2 of the Project does not represent a major change in land uses and is not expected to result in substantially different demands for public services or recreation. There has been no substantial change in the project or in the surrounding circumstances, and no development of significant new information. The 2009 and 2012 citywide environmental analysis confirm that the City has required public services and recreational facility to keep pace with new development. No new or more severe significant impacts are anticipated. Thus, in accordance with CEQA Guidelines § 15183, no additional environmental review is required.

N. Transportation and Circulation.

The Project is required, pursuant to the current Stoneridge Development Agreement, to pay transportation fees in effect at the time of development. Accordingly, the Project will pay such fees and contribute its fair share toward the traffic improvements needed to accommodate new development citywide, including the Project.

Development of Stoneridge Mall has been included in all the traffic studies that were conducted as part of the environmental reviews referenced above. The City's traffic model has assumed approximately 350,000 square feet of additional development at the Mall in either the near-term or long-term cumulative scenarios. An updated project-specific Traffic Memo was prepared by Kimley-Horn, date April 10, 2019, also concluded that the Project will not cause any traffic or circulation impacts peculiar to the immediate area. Accordingly, the traffic impacts of development of substantially more square footage at Stoneridge Mall than is proposed by the Project already have been studied.

The only change the Project embodies as compared to the traffic studied in the prior environmental studies is that the Project includes the potential for a minor land use change that would substitute a

hotel for more traditional commercial uses in Option 2. With or without a hotel, the Project, which proposes an increase of up to 80,070 square feet, will generate fewer trips than were projected for the 350,000 square feet of commercial uses studied in the prior analyses.

Accordingly, there are no unstudied impacts peculiar to the Project, and there have been no substantial changes in the Project or in the surrounding circumstances, and no development of significant new information relating to transportation impacts. No new or more severe significant impacts are anticipated beyond those anticipated under the previous analyses. The Project will continue to contribute its fair share towards traffic mitigation measures through payment of traffic fees. Thus, in accordance with CEQA Guidelines § 15183, no additional environmental review is required.

O. Utilities.

The Project is subject to current development requirements and current fees for utilities and contributions to utility infrastructure. There have been no substantial changes in the utility demand of the Project and no unstudied impacts peculiar to the Project are anticipated. There has been no substantial change in surrounding circumstances, or development of significant new information, relating to utilities. The 2009 and 2012 citywide environmental analysis confirm that the City has required utility infrastructure to keep pace with new development. No new or more severe significant impacts are anticipated. Thus, in accordance with CEQA Guidelines § 15183, no additional environmental review is required.

V. CONCLUSION

The Project implements the development contemplated under the previously-approved First Amendment to Development Agreement. The Project would not result in unstudied impacts peculiar to the project, or new or more severe significant impacts than were previously identified in the environmental analyses listed above. There is no substantial evidence of changes in circumstances, or significant new information, that would cause any new or more severe environmental impacts. Accordingly, no further environmental review is appropriate or required. The Project implements the General Plan and the Climate Action Plan, and the CEQA findings the City adopted previously relative to certification of the General Plan EIR, and greenhouse gas impacts as studied in the 2012 Supplemental EIR, remain applicable to the Project.

This document is recorded for the benefit of the City of Pleasanton and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code. When recorded, mail to:

City of Pleasanton
123 Main Street
Pleasanton, CA 94566-0802
Attn: City Attorney

NORTHWESTERN TITLE CO
RECORDED IN OFFICIAL RECORDS
OF ALAMEDA COUNTY, CALIF.
At 8:30 A.M.

APR - 2 1993

93103418

PATRICK O'CONNELL
COUNTY RECORDER

013

D.H.

DEVELOPMENT AGREEMENT

CITY: City of Pleasanton

DEVELOPER: Security Trust Company, as Trustee
under Trust No. 1860-0

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1. Definitions	4
1.1 Approvals	4
1.2 City Laws	4
1.3 Conditions	4
1.4 Director	4
1.5 Enacting Ordinance	4
1.6 Existing City Laws	4
1.7 Floor Area	4
1.8 Laws	4
1.9 Mortgage	4
1.10 Mortgagee	4
1.11 Party	4
1.12 Project	4
1.13 Property	4
1.14 Shopping Center	4
1.15 Traffic Mitigation Improvements	4
2. Effective Date; Term	5
2.1 Effective Date	5
2.2 Term	5
3. General Development of the Project	5
3.1 Project Vested	5
3.2 Conditions	5
3.3 Project Phasing	8
3.4 Other Governmental Permits.	8
3.5 Additional Fees	9
3.6 Effect of Agreement	10
4. Specific Criteria Applicable to Development of the Project	10
4.1 Applicable Laws and Standards	10
4.2 Application of New City Laws	10
4.3 Timing	11
4.4 Architectural Review of Project	11
4.5 Easements; Improvements	11
5. Indemnity	11
6. Annual Review	11
7. Supersedure by Subsequent Laws	12

TABLE OF CONTENTS
(Continued)

<u>SECTION</u>	<u>PAGE</u>
8. Remedies	13
9. Waiver; Remedies Cumulative	13
10. Attorneys' Fees	13
11. Limitations on Actions	13
12. Effect of Court Action	14
13. Estoppel Certificate	14
14. Mortgagee Protection; Certain Rights of Cure	14
14.1 Mortgagee Protection	14
14.2 Mortgagee Not Obligated	14
14.3 Notice of Default to Mortgagee; Right of Mortgagee to Cure	14
15. Right to Assign, etc.	15
16. Binding on Successors	15
17. Amendment	15
17.1 General	15
17.2 Recordation	15
17.3 Amendment Exemptions	16
18. Notices	16
18.1 Procedure	16
19. Miscellaneous	17
19.1 Negation of Partnership	17
19.2 Approvals	17
19.3 Project Approvals Independent	17
19.4 Not A Public Dedication	17
19.5 Severability	17
19.6 Exhibits	18
19.7 Entire Agreement	18
19.8 Construction of Agreement	18
19.9 Further Assurances; Covenant to Sign Documents	18
19.10 Governing Law	18
19.11 Construction	18
19.12 Time	18
19.13 Subsequent Projects	19

EXHIBITS

- A - Map of Property
- B - Description of Property
- C - Description of Project
- D - Traffic Mitigation Improvements

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of November 5, 1992, by and between the CITY OF PLEASANTON, a municipal corporation of the State of California ("City"), and SECURITY TRUST COMPANY, as TRUSTEE under TRUST NO. 1860-0 ("Developer"), pursuant to the authority of California Government Code Sections 65864-65869.5.

RECITALS:

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

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 adopted Government Code Sections 65864-65869.5 authorizing the City to enter into development agreements in connection with the development of real property within its jurisdiction by qualified applicants with a requisite legal or equitable interest in the real property which is the subject of such development agreements.

B. Developer is the fee owner of that certain parcel of land (the "Property") outlined in Exhibit A and being more particularly described in Exhibit B attached hereto. The Property constitutes approximately 35.19 acres and is that portion of the Shopping Center currently owned by Developer. The Property is presently improved with a two-level enclosed mall, mall stores fronting thereon, exterior parking and other common area facilities, and related improvements. The Property constitutes an integral part of Stoneridge Regional Shopping Center (the "Shopping Center"), which has been constructed in phases by Developer, commencing in 1978, and which now includes major department stores owned and operated by Macy, Penney, Capwell and Nordstrom.

C. Developer intends to add further retail and related common area improvements to the Shopping Center as more particularly described in Exhibit C hereto (said improvements herein collectively referred to as the "Project"). Although the Project as described in Exhibit C refers to additional future Floor Area of up to 356,000 square feet, the Project represents an incremental addition of only 180,000 square feet of Floor Area to the already anticipated and approved build-out of the Shopping Center currently incorporated in the City's traffic models and in other land use approvals in North Pleasanton previously considered by the City.

D. The City has examined the environmental effects of the Project and, based on the Initial Environmental Study and the Traffic Mitigation Improvements hereinbelow referred to, has

determined that the Project will have no significant adverse effect on the environment, on the basis of which a negative declaration was adopted by the City Council.

E. City has determined that the Project is a development for which a development agreement is appropriate. A development agreement will eliminate uncertainty in the City's land use planning for and secure orderly development of the Project. A development agreement shall facilitate the orderly expansion of the Shopping Center through completion of the Project, which shall provide greater opportunities for traffic management and cohesive, attractive site design and improvements and result in important economic benefits, both direct and indirect, to the City. Developer will incur substantial contractual obligations and related costs in the development of the Project, which will require extended negotiations with and long lead-time commitments from additional major department and specialty store participants in the Shopping Center. In exchange for the benefits to the City and the general public of the expanded Shopping Center, Developer desires to receive assurance that City shall grant permits and approvals required for the development of the Project in accordance with the Existing City Laws, subject to the terms and conditions contained in this Agreement. In order to effectuate these purposes, the parties desire to enter into this Agreement.

F. On August 20, 1992, after conducting a duly noticed public hearing, the City Planning Commission recommended that the City Council approve this Agreement, based on the following findings and determinations: that this Agreement is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan; is compatible with the uses authorized in and the regulations prescribed for the land use district (C-R (Regional Commercial)) in which the Property is located; is in conformity with public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; will not adversely affect the orderly development of property or the preservation of property values within the City; and will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

G. Thereafter, on September 15, 1992, the City Council held a duly noticed public hearing on this Agreement and made the same findings and determinations as the Planning Commission. On that same date, the City Council made a decision to approve this Agreement by introducing Ordinance No. 1578 (the "Enacting Ordinance"). On October 6, 1992, the City Council adopted the Enacting Ordinance. The Enacting Ordinance became effective on November 5, 1992.

NOW, THEREFORE, pursuant to the authority contained in Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises of the parties herein

contained, the parties agree as follows:

1. Definitions. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meanings set forth for such terms elsewhere in this Agreement.

1.1 Approvals: Any and all approvals or permits of any kind or character required under the City Laws in order to develop the Project, including, but not limited to, use permits, site clearance, grading plans and permits, and certificates of occupancy.

1.2 City Laws: The ordinances, resolutions, codes, rules, regulations and official policies of City, governing the permitted uses of land, density, design, improvements and the construction standards and specifications applicable to the development of the Property. Specifically, but without limiting the generality of the foregoing, City Laws shall include the City's General Plan, the City's Zoning Ordinance and the City's Subdivision Ordinance.

1.3 Conditions: All conditions, exactions, fees or payments, dedication or reservation requirements, obligations for on- or off-site improvements, services or other conditions of approval called for in connection with the development of or construction on property under the Existing City Laws, whether such conditions constitute public improvements, mitigation measures in connection with environmental review, or any other impositions.

1.4 Director: The Director shall mean the Director of Planning & Community Development for the City of Pleasanton.

1.5 Enacting Ordinance: As defined in Recital G.

1.6 Existing City Laws: The City Laws in effect as of the Effective Date (as defined in Section 2.1 below).

1.7 Floor Area: The actual number of square feet of floor space of all floors in any future new building improvements located on the Property (excluding basement space, subterranean areas, and balcony and mezzanine space) within the interior face line of the exterior walls; provided, however, that "Floor Area" shall not include any of the following:

(i) Areas which are used exclusively to house mechanical, electrical, telephone, HVAC and other such building operating equipment, whether or not physically separated or otherwise required by building codes;

(ii) any area designated for the parking of motor vehicles, whether contained in enclosed or

partially enclosed structures or on roofs, whether above, below or at grade, and whether contained in single or multi-level structures;

(iii) any outside areas (including those covered by canopy, awning or other protective cover and which sides are generally unwallled) which is permitted to be and is used for the storage and/or display of merchandise to be sold at retail or exterior restaurant seating or similar purposes; and

(iv) emergency fire and service corridors and all common areas located within building improvements, including, without limitation, all malls, restrooms, pedestrian walkways, stairways, escalators and elevators, and all other similar areas not located within any store.

1.8 Laws: The laws and Constitution of the State of California, the laws and Constitution of the United States and any codes, statutes or executive mandates in any court decision, state or federal, thereunder.

1.9 Mortgage: A mortgage, deed of trust, sale and leaseback arrangement in which the Property or a portion thereof or an interest therein is sold by Developer and leased back concurrently therewith (which arrangement is subject to no prior contractual encumbrances securing payment of money), or other transaction in which the Property, or a portion thereof or an interest therein, is pledged as security, contracted in good faith and for fair value.

1.10 Mortgagee: The holder of the beneficial interest under a Mortgage.

1.11 Party: A signatory to this Agreement, or a successor or assign of a signatory to this Agreement.

1.12 Project: As defined in Recital C.

1.13 Property: The real property outlined in Exhibit A and described in Exhibit B hereto on which Developer intends to develop the Project.

1.14 Shopping Center: As defined in Recital B.

1.15 Traffic Mitigation Improvements: As defined in Section 3.2.

2. Effective Date; Term.

2.1 Effective Date. This Agreement shall be dated and the obligations of the parties hereunder shall be effective as of

the effective date of the Enacting Ordinance, pursuant to Government Code Section 36937, as specified in Recital G above (the "Effective Date"). The City shall cause this Agreement to be recorded in the Official Records of the County of Alameda, State of California, as provided for in Government Code Section 65868.5. However, failure to execute or record this Agreement within the time period provided for in Section 65868.5 shall not affect its validity or enforceability among the Parties.

2.2 Term. The term of this Agreement and Developer's rights and obligations hereunder shall commence on the Effective Date and shall terminate on the fifteenth (15th) anniversary of the Effective Date.

3. General Development of the Project.

3.1 Project Vested. Developer shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of this Agreement and such amendments thereto as shall from time to time be approved, pursuant to this Agreement. Except as otherwise specified herein, this Agreement and the Existing City Laws shall control the overall design, development and construction of the Project, and all improvements and appurtenances in connection therewith, including, without limitation, the permitted uses on the Property, the density and intensity of uses, the maximum height and the number of required parking spaces, all of which shall constitute vested elements of the Project.

3.2 Conditions.

(a) Traffic Mitigation Improvements. In consideration of City's entering into this Agreement, Developer shall contribute to the costs of those public improvements (the "Traffic Mitigation Improvements") set out in Exhibit D attached hereto. City has identified ten development projects (collectively, the "Contributing Projects") in the Stoneridge Shopping Center area which will benefit from completion of the Traffic Mitigation Improvements. City has assigned each Contributing Project a percentage share of the responsibility for participating in the costs to complete the Traffic Mitigation Improvements. As of the date of this Agreement, Developer's contribution percentage is 37.6%. As of August 20, 1991, the net estimated costs to complete the Traffic Mitigation Improvements was \$752,820. Based thereon, Developer or its successors shall contribute, to the cost of completing the Traffic Mitigation Improvements, up to the following amount (such maximum amount herein referred to as the "Developer Contribution"): (i) \$283,060 plus an accrual factor thereon at the Wells Fargo Bank Prime Rate from time to time in effect, commencing August 20, 1991, to the date of payment, plus (ii) an additional \$28,306, which sum represents 10% of the aforementioned Developer obligation to take

into account possible inaccuracies in the original cost estimates to complete the Traffic Mitigation Improvements. City shall complete the Traffic Mitigation Improvements from time to time as and when the same shall be required, as a consequence of additional development in the Stoneridge Shopping Center area, in order to avoid a deterioration of the level of traffic service (LOS) at any intersection identified on Exhibit D below LOS "D". Developer or its successors shall pay to City, in installments, Developer's share of the costs of the Traffic Mitigation Improvements; each such installment shall be calculated by multiplying the Developer Contribution by a fraction, the numerator of which is the Floor Area the subject of the relevant building permit and the denominator of which is 356,000. Each such installment payment shall be made at the later of (i) issuance of the subject building permit or (ii) incurrence by City of the costs to complete the relevant Traffic Mitigation Improvements. The maximum Developer Contribution shall not exceed the lesser of the aforementioned maximum amount or Developer's share of City's actual cost to complete the Traffic Mitigation Improvements. Notwithstanding the foregoing, Developer's contribution percentage, and the maximum Developer Contribution obligation referred to above, shall be reduced in proportion to the burden assumed by any additional development project(s) which the City in good faith determines should be a Contributing Project within the Stoneridge Shopping Center area in respect of a fair allocation of the costs of completing the Traffic Mitigation Improvements. Under no circumstances shall Developer be responsible for paying or advancing any portion of the costs of the Traffic Mitigation Improvements beyond the Developer Contribution, except as provided in Section 3.2(b).

(b) Reference is made to that certain public document dated August 20, 1990 entitled "Reimbursement Agreement for Stoneridge Corporate Plaza II" by and between the City and Crocker Properties Inc. ("Crocker Agreement") whereby Crocker Properties Inc. ("Crocker") agrees to advance, subject to partial reimbursement and certain maximum limitations, the total costs of completing the Traffic Mitigation Improvements. If, despite City's best efforts, Crocker fails to advance the funds for Traffic Mitigation Improvements when, as a result of the Project, LOS at any intersection identified on Exhibit D which will fall below LOS "D" (such advance by Crocker to be in the amount of such costs in excess of Developer's share thereof and other funds, if any, received by the City from Contributing Projects), then Developer will advance the funds necessary to mitigate such intersections, subject to the following conditions:

(i) Developer shall be reimbursed, from payments to be required by the City from Contributing Projects, on the same terms and conditions afforded to Crocker under the Crocker Agreement, including Paragraphs 7 and 8 thereof; and (ii) in no event shall Developer's aggregate obligation so to advance funds exceed a total amount (including Developer's Contribution) equal to the sum of (A) \$752,820 plus an accrual factor thereon at the Wells Fargo Bank Prime Rate from time to time in effect, commencing

August 20, 1991, to the date of such advance, plus (B) \$28,306. The Crocker Agreement has not been and will not, without the prior written consent of Developer, be amended, modified, canceled, or revoked if the effect thereof would be to alter, condition or impair any such reimbursement rights in favor of the Developer. If (x) Crocker has advanced to City costs (in excess of Crocker's pro rata share thereof) to complete Traffic Mitigation Improvements, and (y) Developer has paid to City a portion of the Developer Contribution as provided in subparagraph (a) above, and City has paid or tendered such payment to Crocker as the "Reimbursement Fee" then payable to Crocker under Section 7(b) of the Crocker Agreement, and (z) Crocker has asserted that the amount thereof is less than the amount then due it under such provision of the Crocker Agreement in respect of the Project, and it is ultimately determined (by judgment or settlement reasonably approved by Developer) that City is obligated, at that time and in respect of the Project, to pay a Reimbursement Fee to Crocker in excess of the Developer Contribution theretofore paid under this Agreement, then Developer shall make a supplemental payment to City, by way of a further Developer Contribution equal to the additional amount determined to be owing by City to Crocker. Nothing in the preceding sentence shall increase the maximum Developer Contribution as hereinabove provided, and any additional such payment by Developer shall be credited against future payments of the Developer Contribution payable to City under this Agreement. Developer shall not be obligated to make any additional payments in respect of City's obligations to Crocker under the Crocker Agreement, including costs or attorneys' fees.

(c) Additional Traffic Improvements. City shall have the discretion to determine in good faith that the effects of cumulative development of properties within the North Pleasanton area (which shall be the area generally encompassed within the boundaries of the North Pleasanton Improvement District) require additional traffic improvements ("Additional Traffic Improvements") beyond those required by Section 3.2(a), and to spread, to the extent reasonable and practical, the cost of financing these Additional Traffic Improvements through formation of a special assessment district or districts encompassing those properties benefitting therefrom. Subject to the terms of this Agreement, Developer agrees not to protest the establishment of assessment districts to fund the Additional Traffic Improvements. Developer retains the right to protest and litigate all matters other than the validity of the formation of any such district, including but not limited to the scope of improvements, the costs thereof and the allocation of such costs among various properties. In the event Developer initiates or participates in litigation concerning allocation of the cost of such improvements, Developer shall allow formation of the district and placement of liens on the Property so long as City provides security which, in Developer's reasonable estimation, will allow City to pay off the amount of indebtedness that is in dispute in the event Developer prevails in the litigation. A good faith

protest pursuant to this Section 3.2(b) shall not be construed as an action of noncompliance under the terms of this Agreement.

(d) Specific Project-Generated Traffic Improvements.

Stoneridge Mall Road is designed to function as a traffic distributor and best fulfills its function without traffic signals. The parties agree, however, that if a multi-level parking structure is constructed and, in the determination of traffic engineers for the City (following review by and consultation with the Developer's traffic engineers), traffic control measures are necessary on Stoneridge Mall Road, Developer shall pay for the installation of a traffic signal or other similar mitigation measure. Such mitigation measure shall become a condition imposed during the design review process, but such condition will allow actual field studies for specified period of time prior to the actual installation of such traffic mitigation measure.

(e) Public Transit. The Developer will continue to cooperate in permitting public bus access to and from the Shopping Center as provided in the existing written agreements with Contra Costa County Transit Authority, Livermore Amador Valley Transit Authority, and San Francisco-Bay Area Rapid Transit District.

3.3 Project Phasing. The Project will be developed in phases, and the Parties acknowledge that Developer cannot presently predict the timing or sequencing of any such Project phasing. Such decisions depend upon numerous factors which are not within the control of Developer, such as market orientation and demand, interest rates, competition and other similar factors. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal. 3d 465 (1984), that failure of the parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development approved under the parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that Developer shall have the right to develop the Project in phases in such order and at such times as Developer deems appropriate within the exercise of its subjective business judgment and the provisions of this Agreement. By entering into this Agreement, Developer shall not be obligated to develop the Project.

3.4 Other Governmental Permits.

(a) Developer or City (whichever is appropriate) shall apply for such other permits and approvals from other governmental or quasi-governmental agencies which may have jurisdiction over the Project (such as any public utility district) as may be required for the development of, or provision of services to, the Project. City shall promptly and diligently cooperate, at no cost to the City, with Developer in its endeavors to obtain such permits and approvals and, from time to time at the request of Developer, shall attempt with due

diligence and in good faith to enter into binding agreements with any such entity in order to assure the availability of such permits and approvals or services. To the extent allowed by law, Developer shall be a party or third-party beneficiary to any such agreement and shall be entitled to enforce the rights of Developer or City thereunder or the duties and obligations of other parties thereto.

(b) Water availability shall be subject to the City's rules and regulations in effect at the time building permits are applied for. The City shall withhold building permits for the Project if, at the time building permits are applied for, mandatory water rationing is in effect under a program precluding the issuance of building permits for the Project, unless the City has adopted a water offset program and unless the Developer is participating in the program.

3.5 Additional Fees. Except as set forth in this Agreement, City shall not impose on the Project any further or additional fees, taxes or assessments, whether through the exercise of the police power, the taxing power or any other means, other than those prescribed in this Agreement, provided that (a) if City forms an assessment or similar district including the Property, and such district is City-wide, the Property may be legally assessed through such district based on the benefit to the Property, which assessment shall be consistent with the assessment of other property in the district similarly situated (but in no event shall Developer's obligation to pay any such assessment result in a cessation or postponement of construction of the Project or affect in any way Developer's rights in respect of the Project); (b) City may charge Developer fees which are in force and in effect on a City-wide basis under Existing City Laws, but at the rate applicable at the time application is submitted, for the following: building and related construction permit fees (including plan review and site inspection); fire department fees (including sprinkler); disabled persons review and field inspection fee; City water and water meter fees; Lower Income Housing Fee; and, subject to limitations contained in a separate agreement between the Parties entered into concurrently herewith, sanitary sewer fees; (c) any applicable school district fees, Zone 7 drainage and water fees, and other fees required to be collected by City on behalf of and for the benefit of other governmental agencies or instrumentalities, provided that the same are payable in respect of the Project notwithstanding Developer's rights and benefits under this Agreement; and (d) the City may adopt an ordinance for a City-wide traffic mitigation fee uniformly applied and applicable to all new construction.

The Parties acknowledge that the provisions contained in this Section 3.5 are intended to implement the intent of the Parties that Developer has the right to develop the Project pursuant to specified and known criteria and rules, and that City receive the benefits which will be conferred as a result of such

development without abridging the right of City to act in accordance with its powers, duties and obligations.

3.6 Effect of Agreement. This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full.

4. Specific Criteria Applicable to Development of the Project.

4.1 Applicable Laws and Standards. Notwithstanding any change in any Existing City Laws, including, but not limited to, any change by means of ordinance, resolution, initiative, referendum, policy or moratorium, and, except as otherwise provided in this Agreement (including Section 3.5), the laws and policies applicable to the Property are set forth in Existing City Laws (regardless of future changes in these by City) and this Agreement. Developer has vested rights to build and occupy on the Property in accordance with this Agreement, provided that City may apply and enforce the Uniform Building Code (including the Uniform Mechanical Code, Uniform Electrical Code and Uniform Plumbing Code) and Uniform Fire Code in effect at the time Developer applies for building permits for any aspect of the Project.

4.2 Application of New City Laws. Nothing herein shall prevent City from applying to the Property new City Laws that are not inconsistent or in conflict with the Existing City Laws or the intent, purposes or any of the terms, standards or conditions of this Agreement in respect of the development of the Project, and that do not impose any further or additional fees or any other Conditions on the Project, except as provided in Section 3.5. Any action or proceeding of the City that has any of the following effects on the Project shall be considered in conflict with this Agreement and the Existing City Laws:

- (a) limiting the uses permitted on the Property;
- (b) limiting or reducing the density or intensity of uses, the maximum height or the allowable Floor Area, increasing the number of required parking spaces, or imposing reservations and dedications of land for public purposes;
- (c) limiting the timing or phasing of the Project in any manner;
- (d) limiting the location of building sites, grading or other improvements on the Property in a manner that is inconsistent with or more restrictive than the limitations included in this Agreement; or
- (e) applying to the Project or the Property any law, regulation or rule restricting or affecting a use or activity otherwise allowed by this Agreement.

The above list of actions is not intended to be comprehensive, but is illustrative of the types of actions that would conflict with this Agreement and the Existing City Laws.

4.3 Timing. Without limiting Section 4.1 and except as provided in Section 3.4(b), no moratorium of the City or other limitation affecting building permits or other land use entitlements imposed by the City, or the rate, timing or sequencing thereof, shall apply to the Project.

4.4 Architectural Review of Project. In order for the Developer to receive approval of the particular design of new improvements under the Project, the City may apply the rules and regulations regarding architectural review in effect in the City at the time the Developer applies for design review approval for any aspect of the Project, as long as applying these rules and regulations does not conflict with Developer's rights under this Agreement, impose any further or additional fees or impose any other Conditions on the Project, except as provided in Section 3.2(c). The City shall approve the design of improvements under the Project so long as the same are reasonably consistent with the general design concept of existing improvements in the Shopping Center.

4.5 Easements; Improvements. City shall cooperate with Developer in connection with any arrangements for abandoning existing utility or other easements and facilities and the relocation thereof or creation of any new easements within the Property necessary or appropriate in connection with the development of the Project.

5. Indemnity. Developer shall indemnify, defend and hold City, and its elective and appointive boards, commissions, officers, agents, and employees, harmless from any and all claims, causes of action, damages, costs or expenses (including reasonable attorneys' fees) arising out of or in connection with, or caused on account of, the development of the Project, any Approval with respect thereto, or claims for injury or death to persons, or damage to property, as a result of the operations of Developer or its employees, agents, contractors or representatives with respect to the Project.

6. Annual Review.

(a) City shall, every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance with the terms of this Agreement pursuant to Government Code § 65865.1. A finding by City of good faith compliance by Developer with the terms of this Agreement shall conclusively determine said issue up to and including the date of said review.

(b) If the City Council makes a finding that Developer has not complied in good faith and in a material

respect with the terms and conditions of this Agreement, the City shall provide written notice to Developer describing (i) such failure to comply with the terms and conditions of this Agreement (referred to herein as a "Default"), and (ii) the actions required by Developer to cure such Default. Developer shall have ninety (90) days after the date of such notice to cure such Default, or in the event that such Default cannot be cured within such 90-day period, Developer shall have commenced the actions necessary to cure such Default and shall be diligently proceeding to complete such actions necessary to cure such Default within 90 days from the date of notice. If Developer fails to cure or pursue the cure of a Default as set forth above, the City Council may modify or terminate this Agreement as provided below.

(c) If, upon a finding under Section 6(b) and the continuance of Developer's Default beyond the expiration of the cure period specified therein, City determines to proceed with modification or termination of this Agreement, City shall give written notice to Developer of its intention so to do. The notice shall be given at least ten (10) calendar days before the scheduled hearing and shall contain:

- (i) The time and place of the hearing;
- (ii) A statement as to whether or not City proposes to terminate or to modify the Agreement; and
- (iii) Such other information as is reasonably necessary to inform Developer of the nature of the proceeding.

(d) At the time and place set for the hearing on modification or termination, Developer shall be given an opportunity to be heard, and Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that Developer has not complied in good faith with material terms or conditions of this Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City. Any such termination shall not affect any City Approval with respect to the Project that has been granted prior to the date of termination.

7. Supersedure by Subsequent Laws. If any Law made or enacted after the date of this Agreement prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. Developer shall have the right to challenge the new Law preventing compliance with the terms of

this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect. The provisions of this Section 7 shall be narrowly construed in favor of Developer, in order to preserve to Developer the benefits of this Agreement to the fullest extent possible.

8. Remedies. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation or enforce by specific performance the obligations and rights of the Parties hereto.

9. Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of any default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to any such default. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

10. Attorneys' Fees. If either Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against the other Party by reason of an event of Default, or otherwise arising out of this Agreement, the prevailing Party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees (including, without limitation, fees and expenses), which shall be payable whether or not such action is prosecuted to judgment. "Prevailing Party" within the meaning of this section shall include, without limitation, a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

11. Limitations on Actions. City and Developer hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status. If any action or proceeding is instituted by any third party challenging the validity of any provisions of this Agreement, or any action or decision taken or made hereunder, the parties shall cooperate in defending such action or proceeding.

12. Effect of Court Action. If any court action or proceeding is brought by any third party to challenge this Agreement or any other permit or Approval required from City or any other governmental entity for development or construction of the Project, or any portion thereof, and without regard to whether or not Developer is a party to or a real party in interest in such action or proceeding, then Developer shall indemnify and defend City or, at City's option, pay all costs incurred by City in defending itself; however, City agrees to cooperate with Developer in defending such an action.

13. Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults, and (iv) the requesting Party has been found to be in compliance with this Agreement, and the date of the last determination of such compliance. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. The Director shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

14. Mortgagee Protection; Certain Rights of Cure.

14.1 Mortgagee Protection. No Default hereunder by Developer shall defeat, render invalid, diminish or impair the lien of any Mortgage, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person (including any Mortgagee) who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed-in-lieu of foreclosure or otherwise.

14.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 14.1, no Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure, or deed in lieu of foreclosure, or transferee of such Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, to guarantee such construction or completion or to be liable for any defaults or monetary obligations arising prior to acquisition of title to the Property by the Mortgagee or transferee.

14.3 Notice of Default to Mortgagee; Right of Mortgagee to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then City shall

deliver to such Mortgagee, concurrently with service thereon to Developer, any notice of default or other determination of noncompliance given to Developer. Each Mortgagee shall have the right (but not the obligation) for a period of ninety (90) days after the receipt of such notice from City to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City's notice. If the default or such noncompliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee may seek to obtain possession with through a receiver or otherwise, and may thereafter remedy or cure the default or noncompliance within ninety (90) days after obtaining possession. If any such default or noncompliance cannot, with diligence, be remedied or cured within such ninety (90) day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such Mortgagee commences a cure during such ninety (90) day period, and thereafter diligently pursues completion of such cure to the extent possible.

15. Right to Assign, etc. Developer's rights hereunder may be encumbered, sold or assigned in conjunction with the transfer, sale, assignment or financing of all or any portion of the Property at any time during the term of this Agreement. Upon the sale, transfer or assignment of Developer's rights and interests under this Agreement, Developer shall be released from its obligations pursuant to this Agreement with respect to the Property or portion thereof so transferred which arise subsequent to the effective date of the transfer.

16. Binding on Successors. All of the provisions, agreements, rights, powers, standards, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors, and assignees, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of laws or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assignees.

17. Amendment.

17.1 General. Except as otherwise provided in this Agreement, this Agreement may be canceled, modified or amended only by mutual consent of the parties in writing, and then only in the manner provided for in Government Code Section 65868. Any amendment to this Agreement which does not relate to the term, a material element of the Project or the Conditions shall require the giving of notice pursuant to Government Code Section 65867, as specified by Section 65868 thereof, but shall not require a public hearing before the Parties may make such amendment.

17.2 Recordation. Any amendment of this Agreement shall be recorded by the City Clerk not later than ten (10) days

after the effective date of the action effecting such amendment; however, a failure to record shall not affect the validity of such amendment.

17.3 Amendment Exemptions. The following actions shall not require an amendment to this Agreement:

(a) Subdivision. The subdivision of the Property, or the filing of a parcel map or subdivision map that creates new legal lots, or any lot-line adjustment, shall not require an amendment to this Agreement. Developer may subdivide the Property in accordance with the laws regarding subdivision in effect in the City at the time the Developer applies for any subdivision, as long as applying these laws does not limit the Project or impose any additional Conditions, taxes or assessments other than those set out in this Agreement.

(b) Design Review. Design review of specific aspects of the Project shall not require an amendment to this Agreement.

18. Notices.

18.1 Procedure. Any notice to either Party shall be in writing and given by delivering the notice in person or via facsimile, by overnight courier, or by sending the notice by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the Party's mailing address. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City:	City of Pleasanton 123 Main Street Pleasanton, CA 94566-0802 Attn: Director of Planning
Developer:	Security Trust Company, as Trustee c/o The Taubman Company, Inc. 200 East Long Lake Road Bloomfield Hills, MI. 48303 Attn: Vice President - Development
With copies to:	The Taubman Company, Inc. 200 East Long Lake Road Bloomfield Hills, MI. 48303 Attn: Vice President - Partnership Relations

Robert L. Gibney, Jr.
Heller, Ehrman, White & McAuliffe
333 Bush Street
San Francisco, California 94104-2878

Either Party may change its mailing address at any time by giving

ten (10) days notice of such change in the manner provided for in this Section 18.1. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

19. Miscellaneous.

19.1 Negation of Partnership. The parties specifically acknowledge that the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer, the affairs of City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

19.2 Approvals. Unless otherwise provided herein, whenever approval, consent or satisfaction (herein collectively referred to as an "approval") is required of a Party pursuant to this Agreement, such approval shall not be unreasonably withheld. If a Party shall disapprove, the reasons therefor shall be stated in reasonable detail in writing.

19.3 Project Approvals Independent. All Approvals which may be granted pursuant to this Agreement, and all Approvals or other land use approvals which have been or may be issued or granted by the City with respect to the Property, constitute independent actions and approvals by the City. If any provisions of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or effectiveness of any Approvals or other land use approvals. In such cases, such Approvals will remain in effect pursuant to their own terms, provisions and conditions.

19.4 Not A Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of the Property or any portion thereof to the general public or for any public use or purpose whatsoever. Developer shall have the right to prevent or prohibit the use of the Property or any portion thereof, including common areas and buildings and improvements located thereon, by any person for any purposes inimical to the operation thereof.

19.5 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this

Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

19.6 Exhibits. The Exhibits listed in the Table of Contents and referred to herein are deemed incorporated into this Agreement in their entirety.

19.7 Entire Agreement. This written Agreement contains all the representations and the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement.

19.8 Construction of Agreement. The provisions of this Agreement shall be construed as a whole according to its common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the parties. The captions preceding the text of each Article, Section or Subsection are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. All references to "person" shall include, without limitation, any and all corporations, partnerships or other legal entities.

19.9 Further Assurances; Covenant to Sign Documents. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgement or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

19.10 Governing Law. This Agreement, and the rights and obligations of the parties, shall be governed by and interpreted in accordance with the laws of the State of California.

19.11 Construction. This Agreement has been reviewed and revised by legal counsel for both Developer and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

19.12 Time. Time is of the essence of this Agreement and of each and every term and condition hereof. In particular, City agrees to act in a timely fashion in accepting, processing, checking and approving all maps, documents, plans, permit applications and any other matters requiring City's review or approval relating to the Project or Property. In the event the issuance of a building permit for any part of the Project is delayed as a result of Developer's or City's inability to obtain

any other permit or approval of the type referred to in Section 3.4(a), or as a result of a mandatory water moratorium of the type referred to in Section 3.4(b), then the term of this Agreement as provided in Section 2.2 shall be extended by the period of any such delay.

19.13 Subsequent Projects. After the Effective Date of this Agreement, City may approve other projects that place a burden on City's infrastructure; however, it is the intent and agreement of the Parties that Developer's right to build and occupy the Project, as described in this Agreement, shall not be diminished despite the increased burden of future approved development on public facilities.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"City"

CITY OF PLEASANTON, a
municipal corporation of
the State of California

Attest:

Peggy L. Ezidro
City Clerk - Peggy L. Ezidro

By: Deborah A. Acosta
Deborah A. Acosta,
City Manager

Approved as to Form:

By: Michael H. Roush
Michael H. Roush
City Attorney

"Developer"

SECURITY TRUST COMPANY,
as Trustee under
Trust No. 1860-0

By: Santha L. Love
Title: PRESIDENT
Santha L. Love

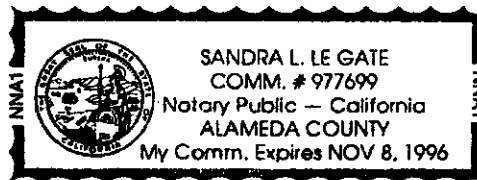
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA) ss

On this the 17th day of December, 1992, before me, Deborah A. Acosta, the undersigned Notary Public, personally appeared Deborah A. Acosta, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the within instrument in her capacity as City Manager, and that, by her signature on the instrument, the corporation executed it.

WITNESS my hand and official seal.

Sandra L. LeGate
Notary Public in and for said State

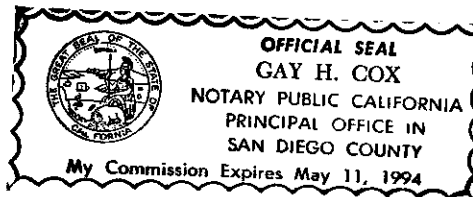


STATE OF CALIFORNIA)
)
COUNTY OF San Diego) ss

On this the 3rd day of December, 1992, before me, Gay Cox, the undersigned Notary Public, personally appeared J. Paul Spring *, personally known to me (or proved to me on the basis of satisfactory evidence) to be 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 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. * Sandra L. Love

[Signature]
Notary Public in and for said State



93103418

PARCEL 9
PM 2510
Bk 102 OR 31-32

PARCEL B
PM 2508

PARCEL 8
PM 2510

PARCEL 6
PM 2510

PARCEL B
35,188± AC
N29°09'11"W
216.00'

PARCEL I
PM 2510

PARCEL A
8,805± AC

PARCEL 7
PM 2510

PARCEL D
PM 2510

PARCEL C
11,600± AC

PARCEL 6
PM 2510
Bk 102 OR 31-32

PARCEL 5
PM 2510

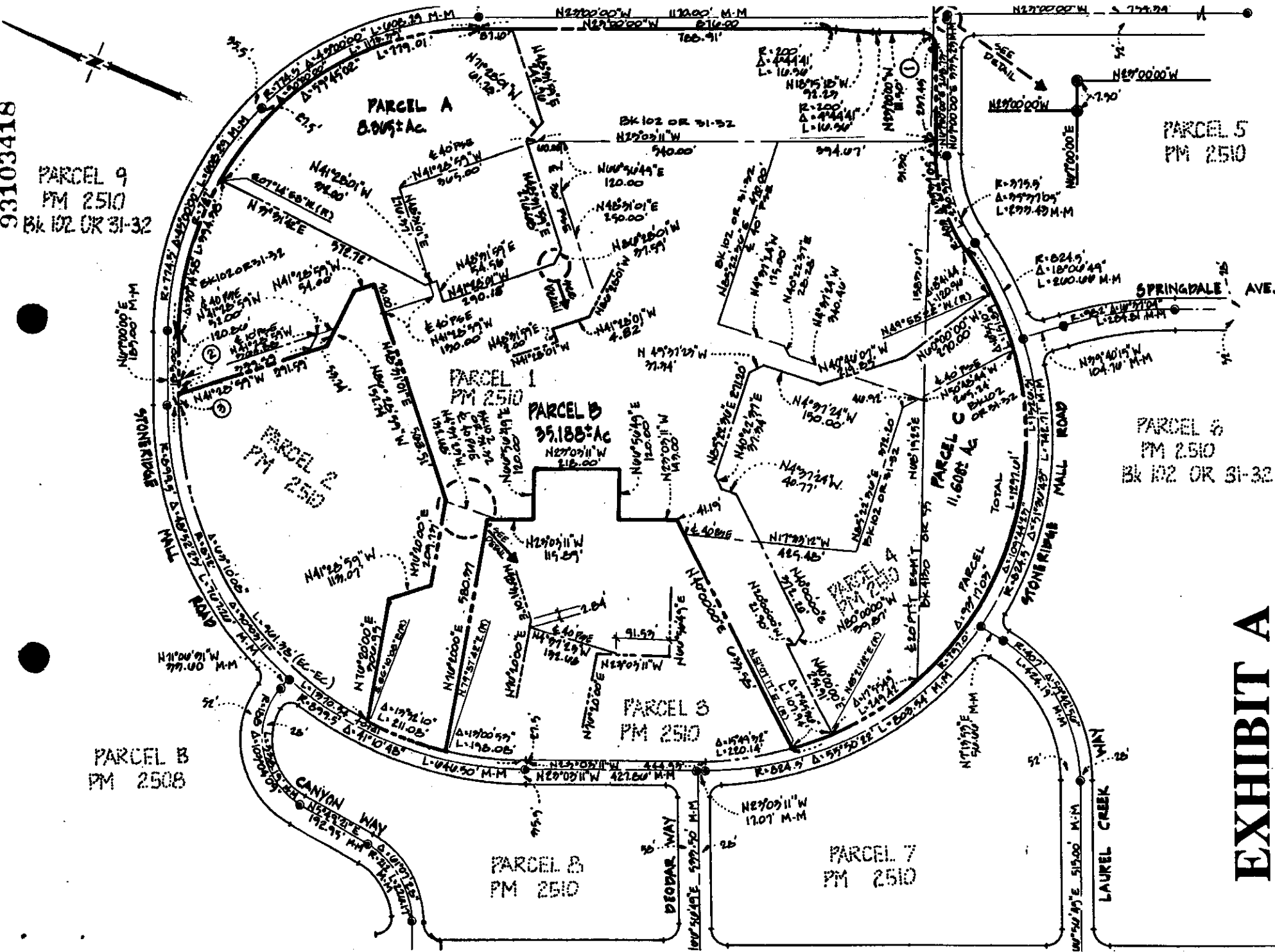


EXHIBIT A

EXHIBIT BDescription of Property

That certain real property located in the City of Pleasanton, County of Alameda, California, and more particularly described as follows:

Parcel B, as shown on Parcel Map 5469, filed December 28, 1988 in Book 180 of Parcel Maps at Pages 93-94, Alameda County Records.

EXHIBIT CDescription of Project

The Project shall consist of an additional 356,000 square feet of Floor Area, and related malls and other interior common areas, in new building improvements to be constructed on the Property. Such additional Floor Area shall be allocated among one or more additional department stores, one or more specialty stores and/or additional mall stores connecting the foregoing and the existing improvements on the Property, or other improvements permitted under the zoning currently applicable to the Shopping Center.

The Project shall also include related alterations and additions to the exterior common area within the Shopping Center, including multi-level parking decks in order to provide adequate parking within the Shopping Center.

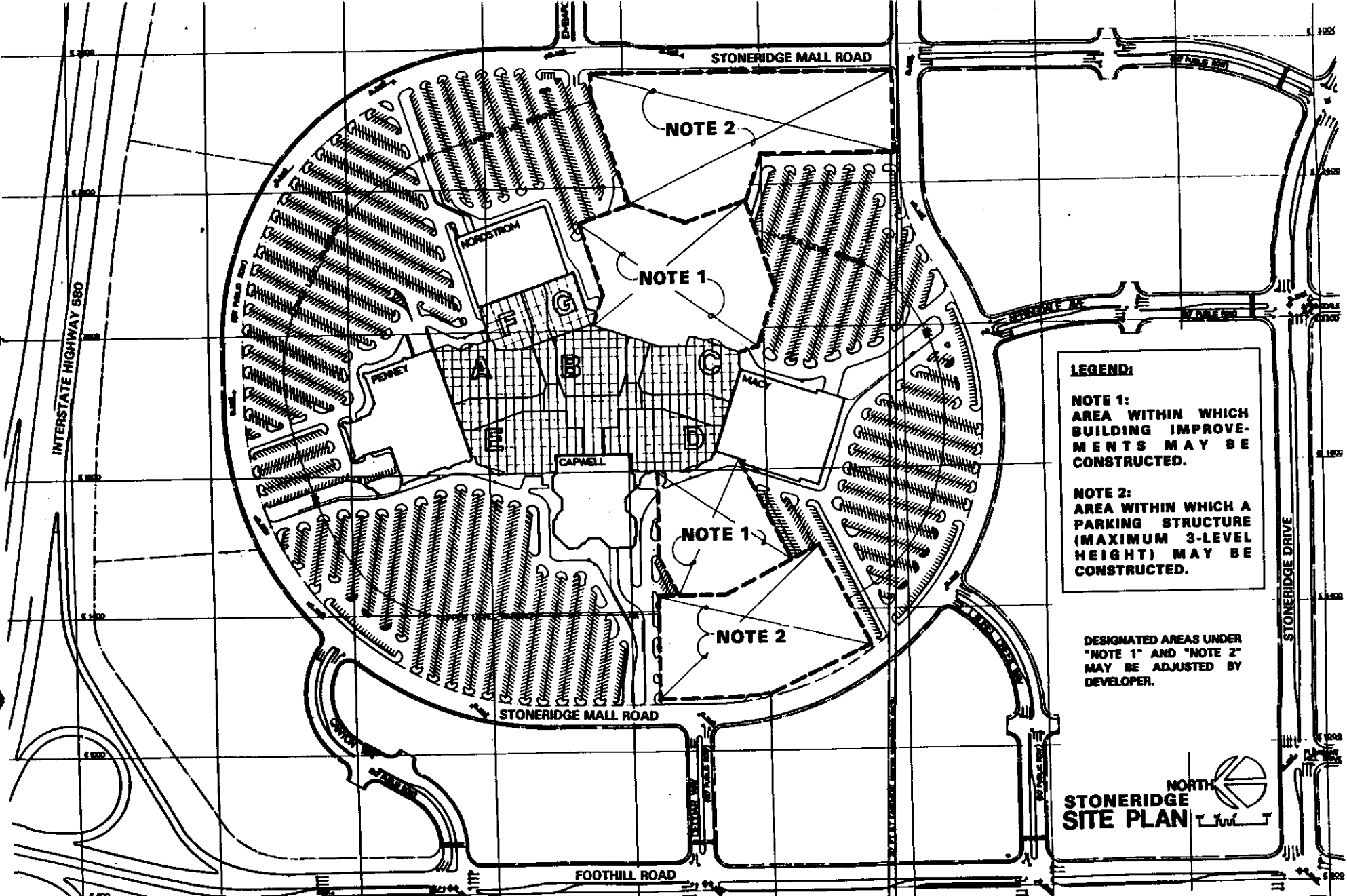
Page 2 of this Exhibit C contains a general designation of areas within which additional building and/or parking deck improvements may be constructed as part of the Project. The actual location of such improvements may be adjusted by Developer at the time specific plans for development of the Project are completed.

The Ring Road boundaries of the proposed parking structures as delineated on page 2 of Exhibit C are schematic and not drawn to scale. The actual set back distances, if any, as determined by the Developer will be subject to design review as provided in Paragraph 4.4 of the Agreement.

Developer shall not be permitted to construct such additional department or specialty stores, additional mall store buildings and connecting enclosed malls in excess of the height of the highest existing department store building, mall store building or enclosed mall, respectively, currently existing in the Shopping Center.

Developer shall provide, during the course of development of the Project, additional automobile parking at grade and within parking structures. Such additional parking shall be provided on the basis that aggregate automobile parking spaces within the Shopping Center, based upon total Floor Area from time to time in the Shopping Center, shall comply with the following ratios (unless the City shall approve a lesser ratio): (a) department stores and mall stores: 4.75 parking spaces per 1,000 square feet of Floor Area; and (b) specialty department stores: 3.5 parking spaces per 1,000 square feet of Floor Area. Developer shall be permitted to construct parking decks, which shall not exceed three (3) structural levels above grade.

93103418



LEGEND:

NOTE 1:
AREA WITHIN WHICH
BUILDING IMPROVE-
MENTS MAY BE
CONSTRUCTED.

NOTE 2:
AREA WITHIN WHICH A
PARKING STRUCTURE
(MAXIMUM 3-LEVEL
HEIGHT) MAY BE
CONSTRUCTED.

DESIGNATED AREAS UNDER
"NOTE 1" AND "NOTE 2"
MAY BE ADJUSTED BY
DEVELOPER.

STONERIDGE
SITE PLAN

NORTH 

EXHIBIT DTRAFFIC MITIGATION IMPROVEMENTSA. Foothill Road/Canyon Way/Dublin Canyon Road

1. Widen Canyon Way between Stoneridge Mall Road and Foothill Road to provide one additional westbound lane. This will provide a total of three westbound lanes. Widen both the north and south sides of Canyon Way and reconstruct the existing median narrowing it by four feet to a width of twelve feet. The south curb will be moved six feet. The purpose is to improve existing traffic flow and mitigate the impact of new development by extending a very short existing right-turn lane for westbound traffic destined for the Foothill Road interchange.

2. Add a fourth northbound lane on Foothill Road between Deodar Way and the northbound to eastbound ramp at the Foothill Road interchange with I-580. This will provide two northbound lanes on Foothill Road to the ramp toward eastbound I-580. The two lanes would transition to one lane prior to the collector-distributor road. The other two lanes would serve the existing two lanes toward the over-crossing at I-580. Foothill Road between Deodar Way and Canyon Way can be restriped between the existing curbs. Foothill Road between Canyon Way and the northbound to eastbound ramp will require widening Foothill Road and moving the existing sidewalk back within the existing right-of-way. An additional lane will be constructed next to the existing one-lane northbound to eastbound ramp which will require Caltrans approval. The purpose of this improvement is to provide additional capacity for the northbound through movement and to more evenly distribute traffic across the lanes, thereby reducing the amount of green time needed for the northbound movement.

EXHIBIT D

3. Lengthen the eastbound Dublin Canyon Road left-turn lane next to the median by narrowing the existing 18-foot wide median. No additional right-of-way is required. The purpose of this improvement is to more fully utilize all left-turn lanes by reducing the possibility of one lane being blocked. Green time at the traffic signal will be reduced for this movement by creating a more even distribution of traffic across the left-turn lanes.

B. Stoneridge Drive/Stoneridge Mall Road

1. Restripe one of the through lanes on westbound Stoneridge Drive to create an optional through and right-turn lane. The curb return on the northeast corner should be modified to facilitate this maneuver. This will require right-of-way acquisition. The purpose of this improvement is to shorten the queue for westbound traffic turning right into the Stoneridge Mall area and thereby reduce the amount of green time required. The westbound right turn is a critical movement during the a.m. and p.m. peak hours. It is expected that right turning vehicles will dominate this lane. The need for one additional westbound lane was evaluated and determined to be unnecessary based on no change in the volume-to-capacity ratio.
2. Restripe the southbound Stoneridge Mall Road right-turn lane to provide an optional right-turn and left-turn lane at this "T" intersection. This will spread the critical southbound left-turn movement over three lanes instead of two lanes, thereby reducing the amount of green time necessary to clear the queue. In addition, there is a need to retrofit the signal controller to include an emergency vehicle preemption capability since a City of Pleasanton Fire Station is located nearby.

EXHIBIT D

c. Additional Traffic Signals

1. Foothill Road/Laurel Creek
2. Stoneridge Mall/Fabian Court

EXHIBIT D



No Fee

98048535 3:20pm 02/05/98

005 28053159 28 06
A15 22 7.00 63.00 0.00 0.00 0.00 0.00 0.00
0.00

This document is recorded for the benefit of the City of Pleasanton and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code. When recorded, mail to:

City of Pleasanton
123 Main Street
Pleasanton, CA 94566-0802
Attn: City Attorney

28
14

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is made and entered into as of January 6, 1998, by and between the CITY OF PLEASANTON, a municipal corporation of the State of California ("City"), and SECURITY TRUST COMPANY, as TRUSTEE under TRUST NO. 1860-0 ("Developer"), pursuant to the authority of California Government Code Sections 65864-65869.5.

RECITALS:

A. The City and Developer are parties to a Development Agreement (the "Agreement") dated as of November 5, 1992, as approved by the City Council under Ordinance No. 1578. The Agreement was recorded on April 2, 1993 under Instrument No. 93103418 in the Official Records of Alameda County. (Capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement; all references to the Agreement shall refer to the same as modified by this Amendment.)

B. The City and Developer desire to amend the Agreement with regard to the funding and reimbursement mechanism applicable to required Traffic Mitigation Improvements. In addition, the parties have agreed to extend the term of the Agreement and to modify the scope of the Project (i.e., future expansion of Stoneridge Regional Shopping Center) as defined therein. In order to strengthen the public planning process, encourage private participation in comprehensive planning, secure the orderly development of the Project and provide greater opportunities for traffic management and cohesive, attractive site design and improvements and related economic benefits to the

City, the City has determined that this Amendment is an appropriate supplement to the Agreement.

C. The City has examined the environmental effects of the Project as modified and, based on the Initial Environmental Study and the Traffic Mitigation Improvements, has determined that the Project will have no significant adverse effect on the environment, on the basis of which a negative declaration was adopted by the City Council.

D. On July 23, 1997, after conducting a duly noticed public hearing, the City Planning Commission recommended that the City Council approve this Amendment, based on the following findings and determinations: that this Amendment is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan; is compatible with the uses authorized in and the regulations prescribed for the land use district (C-R (Regional Commercial)) in which the Property is located; is in conformity with public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; will not adversely affect the orderly development of property or the preservation of property values within the City; and will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

E. Thereafter, on December 9, 1997, the City Council held a duly noticed public hearing on this Amendment and made the same findings and determinations as the Planning Commission. On that same date, the City Council made a decision to approve this Amendment by introducing Ordinance No. 1732. On January 6, 1998, the City Council adopted Ordinance No. 1732.

NOW, THEREFORE, pursuant to the authority contained in California Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises of the parties herein contained, the parties agree as follows:

1. Revised Description of Project and Property.

(a) The description of the Project is hereby amended and restated in the form of revised Exhibit C attached hereto. As so revised, the Project shall constitute additional future Floor Area in the Shopping Center of up to 380,000 square feet and related improvements.

(b) The Property is presently defined in the Agreement to be that portion of the Shopping Center, consisting of approximately 35 acres, owned by Developer. As redefined, the Project now extends to development within the entire Shopping Center, consisting of approximately of 75 acres. At such time as, pursuant to the Agreement, further development occurs within the Shopping Center on portion(s) thereof not owned by Developer, the parties hereto shall supplement this Amendment (by way of

modification to Exhibits A and B to the Agreement) to include within the definition of the "Property" that portion of the Shopping Center being so developed. Such modification shall be by way of implementation of the terms and conditions of this Amendment and may be completed by City staff without further public hearings.

2. Section 2.2 is hereby amended and restated as follows:

2.2 Term. The term of this Agreement and Developer's rights and obligations hereunder shall terminate on December 31, 2012.

3. Traffic Mitigation Improvements. Sections 3.2(a) and 3.2(b) of the Agreement are hereby amended and restated to read as follows (with Sections 3.2(c) through (e) being redesignated as Sections 3.2(i) through (k), respectively):

3.2 Conditions.

(a) Traffic Mitigation Improvements; Estimated Costs. In consideration of the City's entering into this Agreement, Developer agrees to contribute to the cost of those public improvements (the "Traffic Mitigation Improvements") set out in Exhibit D attached hereto. The City has identified these Traffic Mitigation Improvements as necessary to maintain adequate levels of service for traffic circulation in and around the Stoneridge Shopping Center area of North Pleasanton as development occurs on certain properties which currently are undeveloped or on other properties which are developed but may be redeveloped or the uses thereon expanded or intensified. The City shall complete the Traffic Mitigation Improvements from time to time as and when the same shall be required, as a consequence of additional development in the Stoneridge Shopping Center area, in order to avoid a deterioration of the level of traffic services (LOS) at any intersection identified on Exhibit D below LOS "D". As shown on Exhibit D, the estimated costs of constructing the Traffic Mitigation Improvements ("Estimated Traffic Mitigation Improvements Costs"), based on present construction costs, is \$1,080,000. Certain funding sources ("Existing Funding Sources") exist, a list of which is set forth in Exhibit E attached. All funds from time to time held by the City from the Existing Funding Sources (or hereafter from a Contributing Project, as defined below) are to be applied to the Traffic Mitigation Improvements Costs next incurred by the City. The City, and not Developer, shall be responsible for collecting from the Existing Funding Sources (and hereafter from Contributing Projects, as aforesaid) all funds referred to in this Section 3.2. After deducting the Existing Funding Sources from the Estimated Traffic Mitigation Improvements Costs, the remaining Traffic Mitigation

Improvements Costs ("Net Estimated Traffic Mitigation Improvements Costs") is \$954,750, as shown on Exhibit F.

(b) Developer's Share of Net Estimated Traffic Mitigation Improvement Costs. A list of the currently identified projects that will contribute ("Contributing Projects") to the Traffic Mitigation Improvements Costs is shown on Exhibit F. (Said list has been compiled by the City based upon development projects as to which development agreements, applications or other submittals to the City or similar evidence of expected development existed as of October 1, 1997; said list of Contributing Projects shall be revised from time to time by the City as development expectations change.) Based upon the foregoing and subject to adjustment as hereinbelow provided, Developer's share of the Net Estimated Traffic Mitigation Improvements Costs (calculated as a percentage) shall be fifty and one-half percent (50.5%) ("Developer's Percentage Share"). Developer's share of the Net Estimated Traffic Mitigation Improvements Costs (in terms of present dollars) is, accordingly, \$482,149 ("Developer's Estimated Required Payment"). Developer's Percentage Share and Developer's Estimated Required Payment shall be adjusted as specifically provided in this Section 3.2.

(c) Developer's Payments.

(i) Payment of Net Estimated Traffic Mitigation Improvements Costs. Subject to Developer's responsibility for increased costs (pursuant to subparagraph (g) below) and the City's responsibility for reimbursement to Developer (pursuant to subparagraph (e) below), Developer (or its successor, including a major department store within the Shopping Center ["successor"]) shall pay to the City either the Net Estimated Traffic Mitigation Improvements Costs or, if the actual costs of particular Traffic Mitigation Improvements have been determined by bid, the Net Actual Traffic Mitigation Improvements Costs, for the Traffic Mitigation improvements, when (1) Developer (or its successor) obtains a building permit for any portion of the Project as identified on Exhibit F, and (2) the City Engineer reasonably determines that the LOS at any intersection identified on Exhibit D will be below LOS "D" following completion of the improvements covered by such building permit. If the circumstance referred to in clause (2) will not exist following the completion of such improvements (i.e., no Traffic Mitigation Improvements must be completed at the time of such development), then Developer (or its successor) shall pay to the City Developer's Estimated Required Payment (or allocable portion thereof, as referred to below) at such time as either (A) the City is obligated to pay Reimbursement Fees to a Contributing Project as provided in subparagraph (e) below, or (B) the City

thereafter incurs costs in connection with the completion of any Traffic Mitigation Improvements; such payment may be made in installments, as necessary, in order to satisfy the foregoing, and any such accrued payment obligation shall continue as an obligation of Developer (or its successor) to the extent the same remains unpaid at the termination of this Agreement. (Notwithstanding the foregoing, Developer (or its successors) may elect not to defer payment of Developer's Estimated Required Payment as referred in the preceding sentence, but rather may pay same to the City upon issuance of the aforesaid building permit.) The foregoing reference to "allocable portion" shall be understood to refer to that circumstance where Developer (or its successor) completes only a portion of the Project as referred to on Exhibit F; by way of example, if Developer (or its successor) were to construct an additional 100,000 sq. ft. of Floor Area within the Shopping Center, then Developer's allocable portion of its Estimated Required Payment would be 17.9% (100,000 sq. ft. divided by the total Project size of 558,000 sq. ft. as shown on Exhibit F) of the total Estimated Required Payment for Developer (*i.e.*, $0.179 \times \$482,149 =$ approximately \$86,305).

(ii) Increase in Net Estimated Traffic Mitigation Improvements Costs. Any portion of the Net Estimated Traffic Mitigation Improvements Costs not paid to the City by Developer by January 1, 1999 shall increase by an interest factor equal to the Prime Rate from such date to the date of payment. The term "Prime Rate" shall mean the rate of interest which Wells Fargo Bank, N.A. ("WFB") announces publicly at its main office in San Francisco, California, as its "prime rate" for unsecured commercial loans. If WFB no longer announces a prime rate, the term "Prime Rate" shall mean the "reference rate", "base rate" or other comparable rate which WFB announces in lieu of the prime rate. Changes in the Prime Rate shall be effective as of the date announced by WFB.

(d) Liability of Contributing Projects. In addition to Developer's property, other properties will benefit from the Traffic Mitigation Improvements. The boundaries of such benefitted properties are depicted on Exhibit G attached hereto. As of October 1, 1997, the City has identified five "Contributing Projects" which will benefit from completion of the Traffic Mitigation Improvements, as shown on Exhibit F. The City has assigned each Contributing Project (including Developer's) a percentage share of the responsibility for participating in the costs to complete the Traffic Mitigation Improvements. That percentage share of the Traffic Mitigation Improvements Costs of each of the currently identified Contributing Projects and their required payments are also shown on Exhibit F. Each

Contributing Project's share is based upon its estimated peak hour trips as a percentage of the total peak hour trips contributed by all such Contributing Projects. Over time, the number of Contributing Projects is expected to change as properties develop, redevelop or as existing uses expand, intensify or consolidate. As that occurs, the City shall revise the list of Contributing Projects and the relative percentages among the Projects so that each Project that has not already paid its entire share shall then be responsible to pay its share of the Traffic Mitigation Improvements Costs based on its estimated peak hour trips as a percentage of the total peak hour trips contributed by all identified Contributing Projects. Each Contributing Project's contribution shall be based on its percentage share of the Traffic Mitigation Improvements Costs. (To the extent any Contributing Project has paid its entire share of the Traffic Mitigation Improvements Costs when it obtained a building permit or permits, such Project shall not be responsible for any additional contribution should the Project's percentage thereafter increase; similarly, should such Project's percentage decrease, such Contributing Project shall not be entitled to a refund.) Any portion of the Net Estimated/Actual Traffic Mitigation Improvements Costs not paid by the owners of the Contributing Projects by January 1, 1999 shall increase by an interest factor equal to the Prime Rate. The interest factor shall be applied from such date to the date of payment. The owner of each Contributing Project shall also be responsible for its percentage share (as stated in Exhibit F, as the same may be revised) of the Excess Traffic Mitigation Improvements Costs (as defined below). To the extent that any BART facilities are developed within the area shown on Exhibit G, the City shall likewise diligently pursue all available means to require that BART bear its fair share of Net Estimated/Actual Traffic Mitigation Improvements Costs on the same basis as any other Contributing Project.

(e) Reimbursement From Contributing Projects. If Developer has paid to the City any portion of the Net Estimated/Actual Traffic Mitigation Improvements Costs (or Excess Traffic Mitigation Improvements Costs) attributable to another Contributing Project (i.e., Developer has paid an amount in excess of Developer's Estimated Required Payment, or allocable share thereof, as earlier discussed, in the event that a portion only of Developer's Project has been developed), then Developer shall be entitled to reimbursement of the full amount of such excess, plus an interest accrual thereon at the Prime Rate from the date paid until reimbursed hereunder (the "Reimbursement Fee"). The City shall require payment by each Contributing Project, as a condition of the next approval requested by the Contributing Project, of such Project's percentage share of the Net Estimated/Actual Traffic Mitigation Improvements Costs on the same basis that Developer is obligated to make payments for same in accordance with subparagraph (c) above.

The City shall collect such amounts in conjunction with each building permit requested by a Contributing Project. The City shall use its best efforts to prevent Contributing Projects from receiving any City approvals without the condition that they make such payments and shall not issue permits, licenses or consents for development of the Contributing Projects without such payments being made (or committed to, as applicable). If, for any reason, the City grants an approval to a Contributing Project but voluntarily elects not to collect or impose such payment in respect of the Net Actual/Estimated Traffic Mitigation Improvements Costs, then the City shall, for all purposes, be deemed to have collected the required payment from the Contributing Project and shall, accordingly, be obligated to advance from the City's general funds the full amount thereof for the purpose of paying such Traffic Mitigation Improvements Costs and/or making a payment of Reimbursement Fees to Developer hereunder, as applicable. To the extent that Reimbursement Fees are owed to Developer (or any other Contributing Project which may have advanced more than its applicable percentage share of Traffic Mitigation Improvements Costs), then the City shall be obligated to pay such Reimbursement Fees owed, subject to the following: (i) payments collected from each Contributing Project shall first be applied in payment of Actual Traffic Mitigation Improvements Costs then payable in order to maintain LOS "D" at the required intersections as stated above; and (ii) any remaining funds collected shall be applied in payment of Reimbursement Fees, with such payments to be allocated among Developer and other Contributing Projects owed Reimbursement Fees in proportion to the amount of such Reimbursement Fees owed to each such person. Notwithstanding any termination of this Agreement, the City shall continue to pay to Developer Reimbursement Fees which may be owed to Developer from payments later collected by the City from other Contributing Projects, until Developer's Reimbursement Fees have been fully repaid.

(f) This subparagraph sets forth several examples of the manner in which Reimbursement Fees would accrue and, ultimately, be paid hereunder. The addition of the Sears department store shall trigger the need to widen Canyon Way in the form of the Traffic Mitigation Improvement listed as Item A-1 on Exhibit D. Assuming that the Actual Traffic Mitigation Improvement Costs therefor are \$500,000, then Developer (and/or Sears, as its successor) would be required to pay to the City \$374,750 (*i.e.*, the Actual Traffic Mitigation Improvement Costs less the Existing Funding Sources totalling \$125,250). Said payment would generate a Reimbursement Fee to Developer in the amount of \$220,450 calculated as follows:

(i) 178,000 sq. ft. (Sears store) divided by 558,000 sq. ft. (total Project) yields an allocable share of the total Project of approximately 32%;

(ii) 32% of Developer's Estimated Required Payment is approximately \$154,300 ($0.32 \times \$482,149$); and

(iii) the difference between \$374,750 and \$154,300 is \$220,450, which constitutes the amount paid in excess of such allocable share.

Assume that (1) the next Contributing Project is required to fund an additional Traffic Mitigation Improvement, the actual cost of which is \$325,000, and (2) such Contributing Project's total Estimated Required Payment is \$250,000. A Reimbursement Fee would then be payable to such Contributing Project in the amount of \$75,000 (namely, the difference between \$325,000 and \$250,000). Assume further that an additional Contributing Project is constructed at a time when no additional Traffic Mitigation Improvement must be constructed, and that such Contributing Project pays to the City, at issuance of the building permit therefor, its Estimated Required Payment of \$100,000 (including the accrual factor, to the extent applicable, referred to in subparagraph (c)(ii) above). Said \$100,000 would be paid by the City, by way of partial pro rata repayment of Reimbursement Fees, to Developer (\$74,600) and to the second Contributing Project in the example (\$25,400), which payments reflect a proportional allocation between Developer (owed a Reimbursement Fee of \$220,450) and the second Contributing Project (owed a Reimbursement Fee of \$75,000).

As provided in subparagraph (e) above, an accrual factor (at the Prime Rate) shall be added to unpaid Reimbursement Fees. By way of illustration utilizing the foregoing example, assume that the \$100,000 is paid by the City to Developer and the second Contributing Project two years and one year, respectively, after each had advanced funds to pay for the particular Traffic Mitigation Improvement required at the time their respective building permits were issued; assume further that the Prime Rate was 8% per annum during the two-year period referred to, and that such two-year period commenced after January 1, 1999. The total Reimbursement Fee due Developer would be the sum of \$220,450 plus approximately \$35,270 (namely, two years' accrual at 8% on \$220,450), or a total of \$255,720. Similarly, the total Reimbursement Fee due the second Contributing Project would be \$75,000 plus \$6,000 (one year's accrual at 8% on \$75,000), or a total of \$81,000. Using the foregoing figures, the \$100,000 would be allocated \$75,900 to Developer and \$24,100 to the second Contributing Project, in proportion to the total Reimbursement Fees (including the accrual) owed to each at the date of reimbursement by the City.

(g) Developer's Responsibility For Increased Costs.
The current Estimated Traffic Mitigation Improvements Costs

may be inaccurate for many reasons, or the Traffic Mitigation Improvements Costs may increase after the date of this Agreement at a rate other than the Prime Rate. Developer shall be responsible for Developer's Percentage Share of the costs of the Traffic Mitigation Improvements identified in Exhibit D in excess of \$954,750 ("Excess Traffic Mitigation Improvements Costs"), subject to the following limitations:

(i) Developer's Maximum Liability. Developer's maximum liability for Excess Traffic Mitigation Improvements Costs shall be ten percent (10%) of Developer's Estimated Required Payment (i.e., 10% of \$482,149 or \$48,215);

(ii) City's Obligation. Any Excess Traffic Mitigation Improvements Costs beyond Developer's maximum liability therefor as aforesaid shall be paid by the City; and

(iii) Reimbursement from Contributing Projects. The owner of each Contributing Project shall be required to pay to the City such Contributing Project's percentage share of the Excess Traffic Mitigation Improvements Costs paid by Developer, the City or any other Contributing Project which has advanced Excess Traffic Mitigation Improvements Costs, together with interest at the Prime Rate from the date of payment by such person or entity to the date of reimbursement by the owner of the Contributing Project. Such payment shall be required concurrent with the payment by such Contributing Project of its percentage share of Traffic Mitigation Improvements Costs generally. Upon receipt of such payment toward the Excess Traffic Mitigation Improvements Costs, the City shall apply same to repayment of such Excess Traffic Mitigation Improvements Costs advanced by Developer, the City and/or any other Contributing Project in proportion to the amount thereof advanced by each such person.

(h) Future Impact Fee. In the event the City should hereafter adopt a traffic impact or similar capital improvements fee or fees, the purpose and use of which would include any of the Traffic Mitigation Improvements, the payment obligations of Developer (and its successors) under this Section 3.2 shall be credited against such fees.

4. Additional Traffic Improvements. Section 3.2(i) of the Agreement is revised by adding the following at the end thereof:

"Additional Traffic Improvements as used herein shall specifically mean mitigation measures identified by the City to offset anticipated traffic impacts should it decide not to construct the West Las Positas interchange at I-680. Furthermore, Developer agrees

that the following special conditions shall apply to the additional 202,000 square foot of Floor Area approved as part of the Project pursuant to the First Amendment to Development Agreement (but such conditions shall not apply to the previously approved 178,000 square feet remaining unused at the date of such First Amendment):

(A) no use of such additional Floor Area will be made until the earlier of (x) completion of the West Las Positas study and, as a consequence thereof, any modification of the Circulation Element of the City's General Plan (including revisions to the street network and/or acceptable levels-of-service therein), or (y) December 31, 1999; and

(B) within sixty (60) days following occurrence of the condition referred to in the foregoing subparagraph (A), the City shall, by a majority vote of its City Council, either (x) revoke Developer's rights to the additional 202,000 square feet of Floor Area if development of such additional Floor Area is determined to be inconsistent with said Circulation Element (as the same may be amended as a result of the West Las Positas study), or (y) confirm Developer's rights to the additional 202,000 square feet of Floor Area if development of such additional Floor Area is determined to be consistent with said Circulation element (as the same may be amended as a result of the West Las Positas study). Such action by the City Council shall be undertaken at a regularly noticed public hearing, and the Council action to revoke or to confirm shall be deemed a legislative action.

Any such revocation shall not affect Developer's other rights and obligations under the Development Agreement as amended, nor limit or prejudice Developer's right at any time to request City approval (whether pursuant to the Development Agreement or otherwise) of additional expansion within the Stoneridge Shopping Center."

5. Miscellaneous.

(a) Developer acknowledges that the City is not guaranteeing that existing LOS standards be maintained in perpetuity and that no guarantee is made that the City will be responsible for keeping intersections at LOS "D" or better.

(b) Developer shall continue to implement a proactive Transportation Systems Management program or other measures which will positively mitigate the Project's otherwise anticipated traffic impacts.

(c) Except as expressly modified by this Amendment, the City and Developer hereby ratify and confirm all of the terms

and conditions of the Agreement, which is fully incorporated herein by reference and shall continue in full force and effect.

(d) This Amendment may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument. This Amendment shall be duly recorded in the Official Records of Alameda County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

"City"

CITY OF PLEASANTON, a municipal corporation of the State of California

Attest:

Peggy L. Ezidro
City Clerk - Peggy L. Ezidro

By: Deborah A. Acosta
Deborah A. Acosta,
City Manager

Approved as to Form:

By: Michael H. Roush
Michael H. Roush
City Attorney

"Developer"

SECURITY TRUST COMPANY,
as Trustee under
Trust No. 1860-0.

By: [Signature]
Title: Authorized Signatory

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 29th day of January 1998, before me, a Notary Public in and for said County, personally appeared Dennis J. Hecht, to me known to be the person who executed the foregoing instrument, and acknowledged before me that he was duly authorized and did execute the same.

Elaine V. Henderson
Notary Public

My commission expires: 8/30/98

ELAINE V. HENDERSON
Notary Public, Oakland County, MI
My Commission Expires Aug. 30, 1998

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

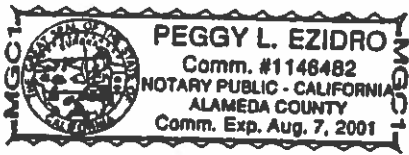
State of CALIFORNIA

County of ALAMEDA

On JAN. 22, 1998 before me, PEGGY L. EZIDRO, NOTARY PUBLIC

personally appeared DEBORAH ACOSTA

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.

Peggy Ezidro
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

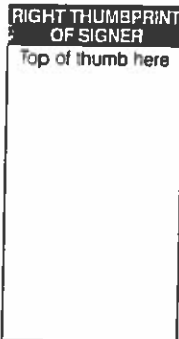
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

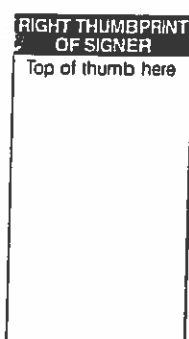
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

98048535

PARCEL 9
PM 2510
Bk 102 OR 31-32

PARCEL 5
PM 2510

PARCEL 6
PM 2510
Bk 102 OR 31-32

PARCEL 8
PM 2508

PARCEL 8
PM 2510

PARCEL 7
PM 2510

EXHIBIT A
PAGE 1 OF 1

RECORDERS MEMO
LEGIBILITY FOR MICROFILMING AND
COPYING UNSATISFACTORY IN A PORTION
OF THIS DOCUMENT WHEN RECORDED.

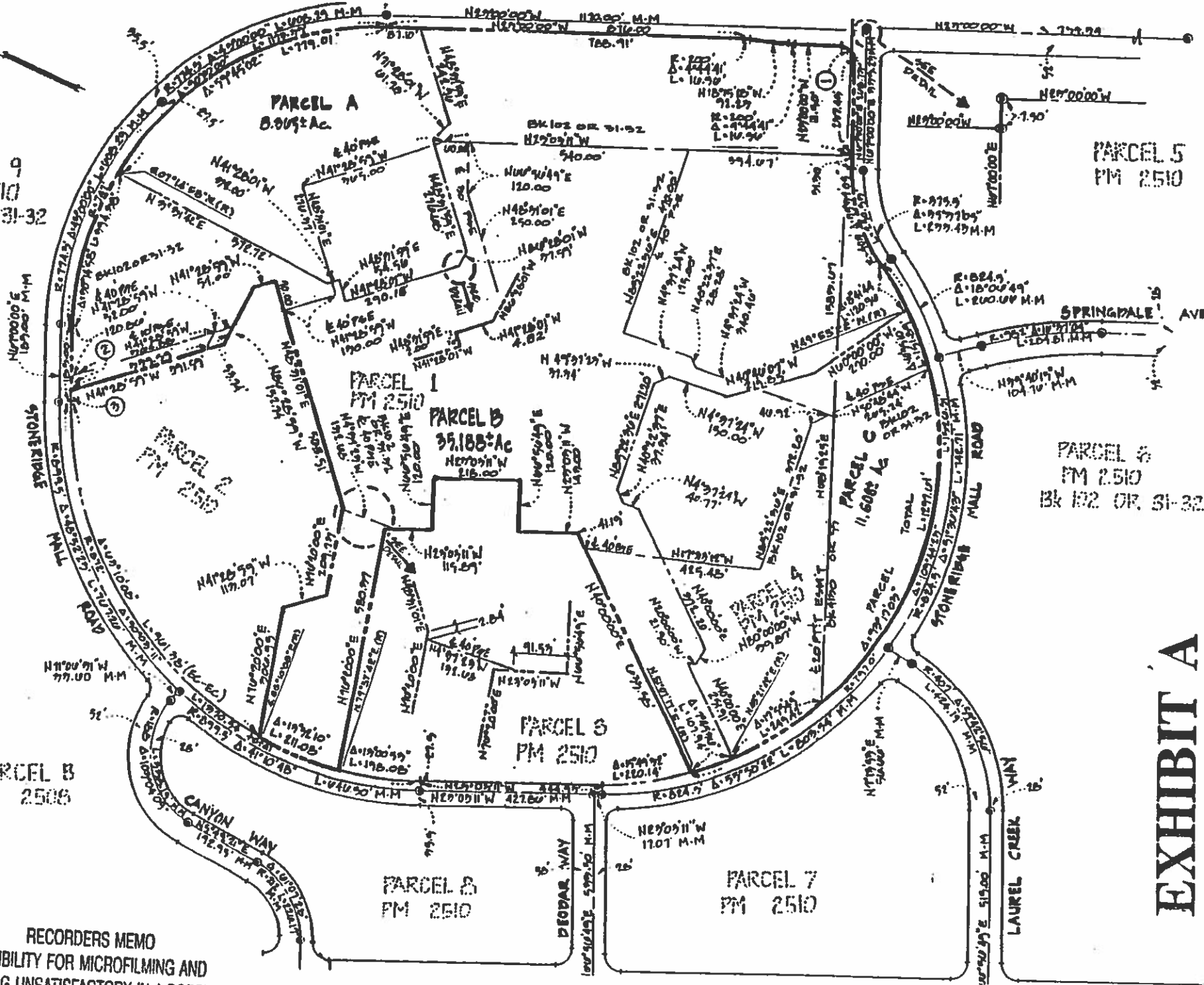


EXHIBIT BDescription of Property

That certain real property located in the City of Pleasanton, County of Alameda, California, and more particularly described as follows:

Parcel B, as shown on Parcel Map 5469, filed December 28, 1988 in Book 180 of Parcel Maps at Pages 93-94, Alameda County Records.

EXHIBIT CDescription of Project

The Project shall consist of the previously developed Sears department store (178,000 sq. ft.), plus an additional 380,000 square feet of Floor Area, and related malls and other interior common areas, in new building improvements to be constructed within the Shopping Center. Such additional Floor Area shall be allocated among one or more additional department stores, one or more specialty stores and/or additional mall stores connecting the foregoing and the existing improvements within the Shopping Center, or other improvements permitted under the zoning currently applicable to the Shopping Center.

The Project shall also include related alterations and additions to the exterior common area within the Shopping Center, including multi-level parking decks in order to provide adequate parking within the Shopping Center.

The actual location of all building and other improvements shall be submitted to the City by Developer (or its successor) at the time specific plans for development of the Project are completed. Such specific plans, including set-back distances from public roads, will be subject to design review as provided in Paragraph 4.4 of the Agreement.

Developer (or its successor) shall not be permitted to construct such additional department or specialty stores, additional mall store buildings and connecting enclosed malls in excess of the height of the highest existing department store building, mall store building or enclosed mall, respectively, currently existing in the Shopping Center.

Developer (or its successor) shall provide, during the course of development of the Project, additional automobile parking at grade and within parking structures. Such additional parking shall be provided on the basis that aggregate automobile parking spaces within the Shopping Center, based upon total Floor Area from time to time in the Shopping Center, shall comply with the following ratios (unless the City shall approve a lesser ratio): (a) department stores and mall stores: 4.50 parking spaces per 1,000 square feet of Floor Area; and (b) specialty department stores: 3.50 parking spaces per 1,000 square feet of Floor Area. Developer (or its successor) shall be permitted to construct parking decks, which shall not exceed three (3) levels above grade.

EXHIBIT DTRAFFIC MITIGATION IMPROVEMENTS

<u>Improvement</u>	<u>Estimated Cost</u>
A. <u>Foothill Road/Canyon Way/Dublin Canyon Road</u>	
1. Widen Canyon Way between Stoneridge Mall Road and Foothill Road to provide one additional westbound lane. This will provide a total of three westbound lanes. Widen on both the north and south sides of Canyon Way and reconstruct the existing median narrowing it by four feet to a width of twelve feet. The south curb will be moved six feet. The purpose is to improve existing traffic flow and mitigate the impact of new development by extending a very short existing right-turn lane for westbound traffic destined for the Foothill Road interchange.	\$ 476,000
2. Add a fourth northbound lane on Foothill Road between Deodar Way and the northbound to eastbound ramp at the Foothill Road interchange with I-580. This will provide two northbound lanes on Foothill Road to the ramp toward eastbound I-580. The two lanes would transition to one lane prior to the collector-distributor road. The other two lanes would serve the existing two lanes toward the over-crossing at I-580. Foothill Road between Deodar Way and Canyon Way can be restriped between the existing curbs. Foothill Road between Canyon Way and the northbound to eastbound ramp will require widening Foothill Road and moving the existing sidewalk back within the existing right-of-way. An additional lane will be constructed next to the existing one-lane northbound to eastbound ramp which will require Caltrans approval. The purpose of this improvement is to provide additional capacity for the	\$ 323,000

northbound through movement and to more evenly distribute traffic across the lane thereby reducing the amount of green time needed for the northbound movement.

3. Lengthen the eastbound Dublin Canyon Road left-turn lane next to the median by narrowing the existing 18-foot wide median. No additional right-of-way is required. The purpose of this improvement is to more fully utilize all left-turn lanes by reducing the possibility of one-lane being blocked. Green time at the traffic signal will be reduced for this movement by creating a more even distribution of traffic across the left-turn lanes. \$ 116,000

B. Stoneridge Drive/Stoneridge Mall Road

1. Restripe one of the through lands on westbound Stoneridge Drive to create an optional through and right-turn lane. The curb return on the northeast corner should be modified to facilitate this maneuver. This will require right-of-way acquisition. The purpose of this improvement is to shorten the queue for westbound traffic turning right into the Stoneridge Mall area and thereby reduce the amount of green time required. The westbound right turn is a critical movement during the a.m. and p.m. peak hours. It is expected that right turning vehicles will dominate this lane. The need for one additional westbound lane was evaluated and determined to be unnecessary based on no change in the volume-to-capacity ratio. \$ 155,000
2. Restripe the southbound Stoneridge Mall Road right-turn lane to provide an optional right-turn and left-turn lane at this "T" intersection. This will spread the critical southbound left turn movement over three lanes instead of two lanes thereby reducing the amount of green time necessary to clear the queue. In addition, there is a need to retrofit the signal controller to include an \$ 10,000

emergency vehicle preemption capability
since a City of Pleasanton Fire Station
is located nearby.

Estimated Traffic Mitigation Improvements Costs	\$1,080,000
---	-------------

EXHIBIT E**Existing Funding Source**

	<u>Developer</u>	<u>Amount of Commitment</u>
1.	Nordstrom	\$15,000
2.	Laurel Creek	\$24,000
3.	Moller Ranch	\$10,500
4.	Office Max	\$16,800
5.	Canyon Creek	\$ 8,700
6.	Mozart (Bldg. #4)	<u>\$50,250</u>
		<u>\$125,250</u>

(c:\agreement\traffic-e.sam)

EXHIBIT F**Contributing Projects**

	<u>Peak Hour Trips</u>	<u>Percentage Share (%)*</u>	<u>Estimated Required Payments**</u>
1. Sears (178,000 sq. ft.); Other Mall Expansion Projects (380,000 sq. ft.)	1537	50.5%	482,149
2. Wells Fargo Stoneridge Corporate Plaza II (604,750 sq. ft.)	803	26.4%	252,054
3. Kaiser Medical Office Building #3 (66,000 sq. ft.)	240	7.9%	75,425
4. Kaiser Medical Office Building #4 (100,000 sq. ft.)	366	12.0%	114,570
5. Mozart Stoneridge Corporate Plaza Building #5 (72,000 sq. ft.)	96	3.2%	30,552
			<hr/>
Net Estimated Traffic Mitigation Improvement Costs.....			\$ 954,750
Existing Funding Sources (Exhibit E).....			\$ 125,250
Estimated Traffic Mitigation Improvement Costs.....			<u>\$1,080,000</u>

* Percentage Share of Estimated Traffic Mitigation Improvements Costs

** Share of Estimated Traffic Mitigation Improvements Costs

(c:\agreement\traffic_e.sam)



City of Pleasanton

SCALE: 1" = 700'

STONERIDGE MALL AREA MAP



BOUNDARIES OF PROPERTIES FOR CONTRIBUTING PROJECTS

EXHIBIT G



2013299219

09/05/2013 10:24 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 0.00

RECORDING REQUESTED BY:
CITY OF PLEASANTON



4 PGS

When Recorded, Return to:
Office of the City Clerk
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

DA
4
HT

Recording requested Pursuant to
Government Code Sections
27383 & 6103 - No Fee

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is made and entered into as of June 18, 2013, by and between the CITY OF PLEASANTON, a municipal corporation of the State of California ("City"), and STONERIDGE PROPERTIES LLC, a Delaware limited liability company, doing business in California as STONERIDGE ASSOCIATES, LLC, successor in interest to SECURITY TRUST COMPANY, as TRUSTEE under TRUST NO. 1860-0 ("Developer"), pursuant to the authority of California Government Code Sections 65864-65869.5.

RECITALS:

A. The City and Developer are parties to a Development Agreement (the "Agreement") dated as of November 5, 1992, as approved by the City Council under Ordinance No. 1578. The Agreement was recorded on April 2, 1993 as Instrument No. 93103418 in the Official Records of Alameda County. (Capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement; all references to the Agreement shall refer to the same as modified by this Amendment.)

B. The parties entered into the First Amendment to Development Agreement (the "First Amendment"), dated as of January 6, 1998, as approved by the City Council by its Ordinance No. 1732. The First Amendment to Development Agreement was recorded on February 5, 1998 as Instrument No. 98048535 in the Official Records of Alameda County.

C. The City and Developer desire to extend the term of the Agreement and First Amendment thereto. In order to strengthen the public planning process, encourage private participation in comprehensive planning, secure the orderly development of the Project and provide greater opportunities for traffic management and cohesive, attractive site design and improvements and related economic benefits to the City, the City has determined that this Second Amendment is an appropriate supplement to the Agreement and First Amendment thereto.

D. For the original Development Agreement, the City adopted a mitigated negative declaration. The remaining 362,790 square foot expansion of the Project as permitted by the Agreement, First Amendment, and this Amendment, was covered by that original mitigated negative declaration, as well as considered as part of the EIR for the Pleasanton 2005-2025 General Plan certified in July 2009, and the SEIR for the Housing Element Update and Climate Action Plan General Plan Amendments certified in January 2012.

E. On May 8, 2013, after conducting a duly noticed public hearing, the City Planning Commission recommended that the City Council approve this Second Amendment, based on the following findings and determinations: that this Second Amendment is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan; is compatible with the uses authorized in and the regulations prescribed for the land use district (C-R (Regional Commercial)) in which the Property is located; is in conformity with public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; will not adversely affect the orderly development of property or the preservation of property values within the City; and will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

Thereafter, on June 4, 2013, the City Council held a duly noticed public hearing on this Second Amendment and made the same findings and determinations as the Planning Commission. On that same date, the City Council made a decision to approve this Second Amendment by introducing Ordinance No. 2073. On June 18, 2013, the City Council adopted Ordinance No. 2073.

NOW, THEREFORE, pursuant to the authority contained in California Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises of the parties herein contained, the parties agree as follows:

1. Section 2.2 is hereby amended and restated as follows:

2.2 Term. The term of this Agreement and Developer's rights and obligations hereunder shall terminate on December 31, 2017.

2. Except as expressly modified by this Second Amendment, the City and Developer hereby ratify and confirm the terms and conditions of the Agreement and First Amendment, which are fully incorporated herein by reference and shall continue in full force and effect.

3. This Second Amendment may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument. This Second Amendment shall be duly recorded in the Official Records of Alameda County.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first above written.

“City”

CITY OF PLEASANTON, a
Municipal corporation of the
State of California

Attest:

Karen Gonzalez
for Karen Diaz, City Clerk

By:

Nelson Fialho
Nelson Fialho
City Manager

Approved as to Form:

By: *Jonathan Lowell*
Jonathan Lowell
City Attorney

“Developer”

STONERIDGE PROPERTIES LLC, a
Delaware limited liability company, doing
business in California as STONERIDGE
ASSOCIATES, LLC

By: MILLS SUPER-REGIONAL MALLS
GP, L.L.C., a Delaware limited liability
company, its Managing Member

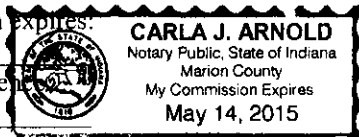
By: *David J. Contis*
David J. Contis
Title: Senior Executive Vice President -
President Simon Mills

STATE OF INDIANA
COUNTY OF MARION

Before me, the undersigned, a Notary
Public in and for Marion County, State of Indiana,
personally appeared DAVID J. CONTIS
and acknowledged the execution of the foregoing
instrument this 22nd day of July, 2013.

Printed: Carla J. Arnold

My commission expires:
County of residence:



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

On August 14, 2013, before me, KAREN D. GONZALES, Notary Public, personally appeared NELSON FIALHO who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Karen D. Gonzales* [Seal]



ILLEGIBLE NOTARY SEAL DECLARATION

(Government Code 27361.7)

I declare under penalty of perjury that the notary seal above on this document reads as follows:

NAME OF NOTARY PUBLIC	KAREN D. GONZALES
COMMISSION NUMBER:	2012158
NOTARY PUBLIC STATE:	CALIFORNIA
NOTARY PUBLIC COUNTY:	ALAMEDA
MY COMMISSION EXPIRES:	MARCH 15, 2017
SIGNATURE OF DECLARANT:	<u><i>Karen D. Gonzales</i></u>
PRINT NAME OF DECLARANT:	<u>Karen D. Gonzales</u>
CITY & STATE OF EXECUTION:	<u>Pleasanton, California</u>
DATE SIGNED:	<u>August 14, 2013</u>



2018182964

09/19/2018 03:11 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 0.00



5 PGS

RECORDING REQUESTED BY:
CITY OF PLEASANTON

When Recorded, Return to:
Office of the City Clerk
City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566

*D
M 2R*

2018182964

Recording requested Pursuant to
Government Code Sections
27383 & 6103 – No Fee

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (the “Amendment”) is made and entered into as of August 21, 2018, by and between the CITY OF PLEASANTON, a municipal corporation of the State of California (“City”), and STONERIDGE PROPERTIES LLC, a Delaware limited liability company, doing business in California as STONERIDGE ASSOCIATES, LLC, successor in interest to SECURITY TRUST COMPANY, as TRUSTEE under TRUST NO. 1860-0 (“Developer”), pursuant to the authority of California Government Code Sections 65864-65869.5.

RECITALS:

A. The City and Developer are parties to a Development Agreement (the “Agreement”) dated as of November 5, 1992, as approved by the City Council under Ordinance No. 1578. The Agreement was recorded on April 2, 1993 as Instrument No. 93103418 in the Official Records of Alameda County. (Capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement; all references to the Agreement shall refer to the same as modified by this Amendment.)

B. The parties entered into the First Amendment to Development Agreement (the “First Amendment”), dated as of January 6, 1998, as approved by the City Council by its Ordinance No. 1732. The First Amendment to Development Agreement was recorded on February 5, 1998 as Instrument No. 98048535 in the Official Records of Alameda County.

C. The parties entered into the Second Amendment to Development Agreement (the “Second Amendment”), dated as of June 13, 2013, as approved by the City Council by its Ordinance No. 2073. The Second Amendment to Development Agreement was recorded on September 5, 2013 as Instrument No. 2013299219 in the Official Records of Alameda County.

D. The City and Developer desire to extend the term of the Agreement, First Amendment, and Second Amendment thereto. In order to strengthen the public planning process, encourage private participation in comprehensive planning, secure the orderly development of the Project and provide greater opportunities for traffic management and

cohesive, attractive site design and improvements and related economic benefits to the City, the City has determined that this Third Amendment is an appropriate supplement to the Agreement and First and Second Amendments thereto.

E. For the original Development Agreement, the City adopted a mitigated negative declaration. The remaining 362,790 square foot expansion of the Project as permitted by the Agreement, First Amendment, Second Amendment, and this Amendment, was covered by that original mitigated negative declaration, as well as considered as part of the EIR for the Pleasanton 2005-2025 General Plan certified in July 2009, and the SEIR for the Housing Element Update and Climate Action Plan General Plan Amendments certified in January 2012.

F. On November 8, 2017, after conducting a duly noticed public hearing, the City Planning Commission recommended that the City Council approve this Third Amendment, based on the following findings and determinations: that this Third Amendment is consistent with the objectives, policies, general land uses and programs specified in the City's General Plan; is compatible with the uses authorized in and the regulations prescribed for the land use district (C-R (Regional Commercial)) in which the Property is located; is in conformity with public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; will not adversely affect the orderly development of property or the preservation of property values within the City; and will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

Thereafter, on December 19, 2017, the City Council held a duly noticed public hearing on this Third Amendment and made the same findings and determinations as the Planning Commission. On that same date, the City Council made a decision to approve this Third Amendment by introducing Ordinance No. 2173. On August 21, 2018, the City Council adopted Ordinance No. 2173.

NOW, THEREFORE, pursuant to the authority contained in California Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises of the parties herein contained, the parties agree as follows:

1. Section 2.2 is hereby amended and restated as follows:

2.2 Term. The term of this Agreement and Developer's rights and obligations hereunder shall terminate on December 31, 2022.

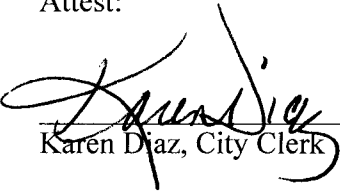
2. Except as expressly modified by this Third Amendment, the City and Developer hereby ratify and confirm the terms and conditions of the Agreement and First and Second Amendment, which are fully incorporated herein by reference and shall continue in full force and effect.

3. This Third Amendment may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument. This

Third Amendment shall be duly recorded in the Official Records of Alameda County.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the day and year first above written.

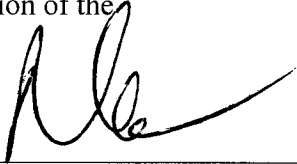
Attest:



Karen Diaz, City Clerk

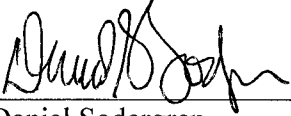
“City”

CITY OF PLEASANTON, a
Municipal corporation of the
State of California

By: 

Nelson Fialho
City Manager

Approved as to Form:

By: 

Daniel Sodergren
City Attorney

“Developer”

STONERIDGE PROPERTIES LLC, a
Delaware limited liability company, doing
business in California as STONERIDGE
ASSOCIATES, LLC

By: SIMON-MILLS II, L.L.C., a Delaware
limited liability company, its Managing
Member

By: 

John Rulli

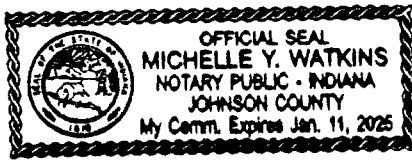
Title: President of MANS - Chief Administrative Officer
{attach notary acknowledgment}

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared John Rulli, by me known, who, being first duly sworn, has executed the foregoing Third Amendment to Development Agreement as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 31st day of August, 2018.

Michelle Y. Watkins
Notary Public
Michelle Y. Watkins
Johnson County / Expires 1/11/2025



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

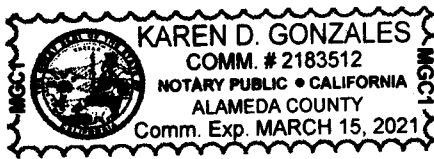
Civil Code § 1189

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

State of California)
County of Alameda)

On September 14, 2018 before me, Karen D. Gonzales, Notary Public, personally appeared Nelson Fialho, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature Karen D Gonzales
Signature of Notary Public

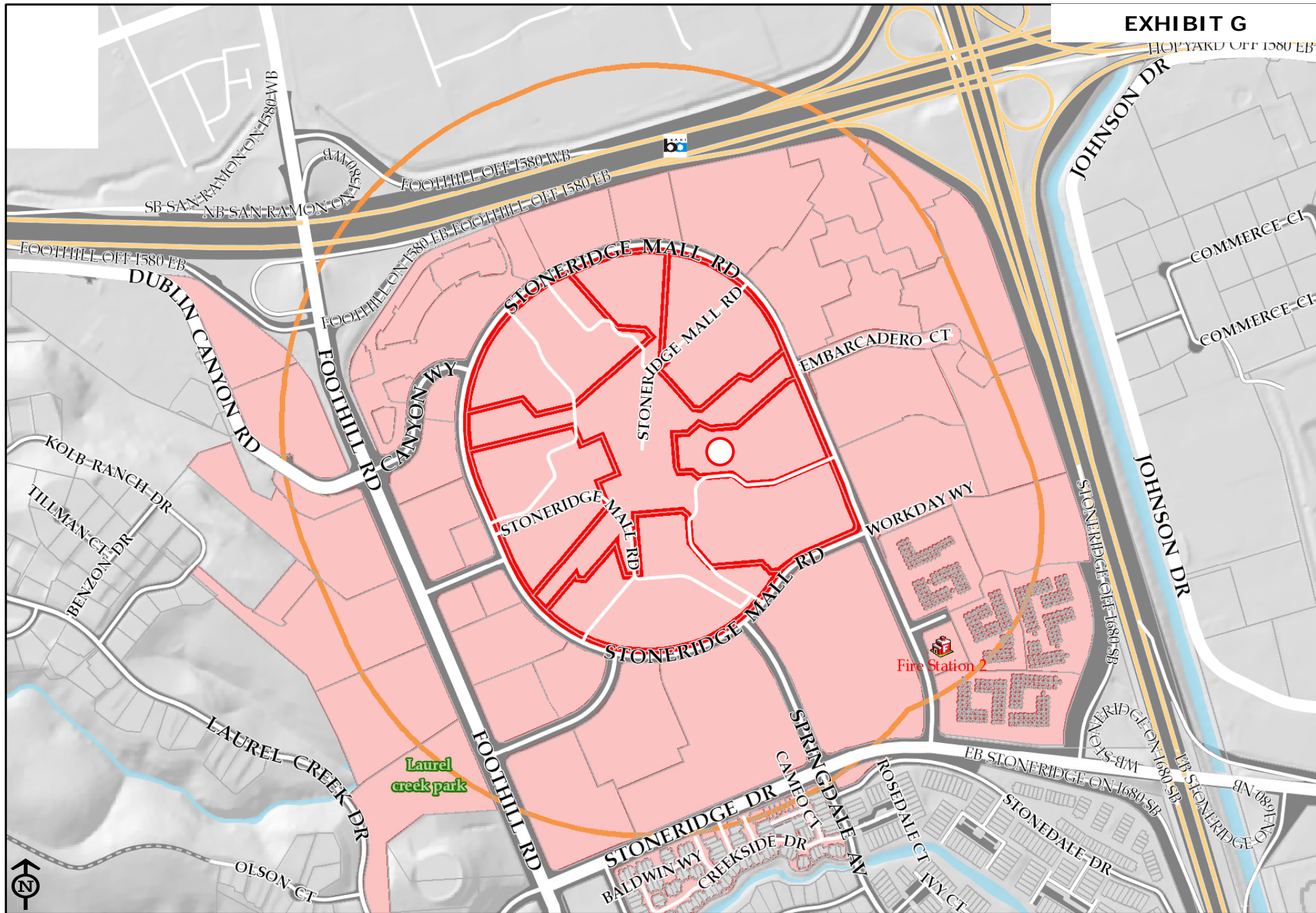
Exhibit F.

Applicant's Site and Building Design Guidelines
(4/17/19)

- #. Design Review. Provided final site and building plans conform to the following criteria, the Community Development Director may approve such plans without additional design review:
- a. The site plan and building plans demonstrate (i) a degree of pedestrian connectivity between new and existing buildings, new and existing parking areas and public right of ways; (ii) quantity and quality of landscaping; and (iii) a degree of vehicular access and circulation patterns, similar to those shown on the Applicant's submittal submitted April 5, 2019.
 - b. The site plan demonstrates a setback from existing Stoneridge Mall Road of 40 feet or such lesser amount as approved by the Community Development and Public Works Directors.
 - c. The expansion area, net of square footage that replaces square footage existing on the date of this approval, shall not exceed 80,000 square feet of Gross Floor Area (as that term is defined in the Pleasanton Municipal Code).
 - d. Maximum height shall not exceed 68 feet above the average finish elevation of ground covered by the structure.
 - e. For retail storefronts and restaurants structures:
 - Exterior vertical surfaces extending from finish grade up to approximately 42" (3.5 feet) above finish grade shall consist of hard surface materials such as stone, brick, or masonry or such other surface of similar quality consistent with the Materials Palette submitted by the applicant on April 4, 2019.
 - Exterior vertical surfaces extending from approximately 42" to 144" (3.5 to 12 feet) above finish grade shall consist of stone, brick, masonry, stucco wood, metal, glazing, windows, frosted transom windows, and other compatible materials to enhance architectural expression, consistent with the Materials Palette submitted by the applicant on April 5, 2019.
 - Exterior vertical surfaces extending from approximately 144" (12 feet) to the top of the building shall have a continuation of storefronts, signage, awnings and/or canopies, as appropriate, that are architecturally harmonious with the storefront, and logically complete the appearance of the building or storefront from the ground plane to the parapet. Individual signage applications will be processed separately as part of a village sign program.
 - f. For larger structures, such as those built for grocery, cinema and entertainment uses, and upper levels in retail areas, the exterior surfaces shall include materials

that complement the retail storefronts and restaurants and shall include stone, wood, tile, metal or glass as appropriate, to help break down long expanses of blank walls. Projecting architectural elements such as canopies, trellises and awnings where appropriate are encouraged. Use of exterior façade lighting to punctuate architectural features and to add visual interest to the buildings is encouraged. Architectural harmony is desired to tie all of the structures together.

- g. Architectural detail shall be added to all publicly-visible building exteriors in a manner that is complementary to the other exterior surfaces, such that there shall be no large blank areas on any side of a building that is visible from any public street or off-site location.



P18-0340, 1700 Stoneridge Mall Road, Simon Properties