

ORDINANCE NO. C.S. 1005

**AN ORDINANCE TO IMPLEMENT THE SALIDA AREA PLANNING, ROAD  
IMPROVEMENT, ECONOMIC DEVELOPMENT AND FARMLAND  
PROTECTION INITIATIVE**

WHEREAS, the people of the County of Stanislaus qualified the Salida Area Planning, Road Improvement, Economic Development and Farmland Protection Initiative (the "Initiative") for the November 6, 2007 ballot; and

WHEREAS, pursuant to Elections Code section 9111, the Board of Supervisors ordered, and subsequently considered, a report on the impacts of the Initiative; and

WHEREAS, on August 17, 2007, pursuant to Elections Code section 9116, the Board of Supervisors adopted the Initiative ordinance without alteration;

NOW, THEREFORE, the Board of Supervisors takes the following action to implement the Initiative.

THE PEOPLE OF THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA,  
ORDAIN AS FOLLOWS:

**Section 1.** Section 21.16.010 of the Stanislaus County Code is amended to read as follows:

"The several districts are as follows:

- A. General agriculture district or A-2 district;
- B. Rural residential district or R-A district;
- C. Single-family residential district or R-1 district;
- D. Medium density residential district or R-2 district;
- E. Multiple-family residential district or R-3 district;
- F. Planned development district or P-D district;
- G. Planned industrial district or PI district;
- H. Historic site district or HS district;
- I. Highway frontage district or H-1 district;
- J. Neighborhood commercial district or C-1 district;
- K. General commercial district or C-2 district;
- L. Industrial district or M district;
- M. Limited industrial district or LM district;
- N. Urban service district or US district;
- O. Specific plan district or S-P district;
- P. Salida Community Plan district or SCP district."

**Section 2.** Chapter 21.66 creating a new Salida Community Plan District (SCP) is added to the Stanislaus County Code to read as set forth in **Exhibit A** attached hereto, and by this reference, made a part hereof.

**Section 3.** The Stanislaus County General Plan is amended as set forth in the Initiative attached as **Exhibit B** and, by this reference, made a part hereof, including General Plan Figure and Table Amendments (Salida Land Use Diagram, Salida Community Plan Map, Circulation Diagram, and Housing Element, Section IV Housing Production Opportunities/Resources, Residential Development Potential Salida), and General Plan Text Amendments (Salida Community Plan Description, Land Use Element, Land Use Designations, and Housing Element text).

**Section 4.** Sectional District Map No. 9-110-982, including Sheets A through H inclusive, is adopted for the purpose of designating and indicating the location and boundaries of a District, such map to appear as set forth in **Exhibit C** attached hereto and, by this reference, made a part hereof.

**Section 5.** The Development Agreement set forth as Exhibit F to the Initiative by and between the County of Stanislaus and the holders of legal or equitable interests in land within the Initiative Amendment Area described in Section 1.01 of the Development Agreement is adopted.

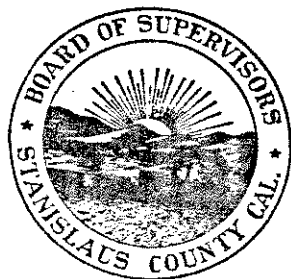
**Section 6.** This ordinance takes effect immediately upon adoption of the Initiative ordinance by the Board of Supervisors.

Upon motion of Supervisor Grover, seconded by Supervisor Monteith, the foregoing ordinance by the people of Stanislaus County was passed and adopted by the Board of Supervisors of the County of Stanislaus, State of California at its regular meeting on the 7th day of August 2007, by the following called vote:

AYES: Supervisors: Grover, Monteith, and DeMartini

NOES: Supervisors: Mayfield and Chairman O'Brien

ABSENT: Supervisors: None



William O'Brien, Chair of the Board of Supervisors of the County of Stanislaus, State of California

ATTEST:

Christine Ferraro Tallman  
Clerk of the Board of Supervisors of the  
County of Stanislaus, State of California

By Christine Ferraro Tallman  
Deputy

APPROVED AS TO FORM:

Michael H. Krausnick  
County Counsel

By John P. Doering  
Assistant County Counsel

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**EXHIBIT A**  
**Chapter 21.66 Salida Community Plan District**

**Chapter 21.66**

**SALIDA COMMUNITY PLAN DISTRICT (SCP)**

**SECTIONS**

<b>21.66.010</b>	<b>PURPOSE</b>
<b>21.66.020</b>	<b>SCP DISTRICT AND SUB-DISTRICTS</b>
<b>21.66.030</b>	<b>SCP DISTRICT STANDARDS</b>
<b>21.66.040</b>	<b>PROCEDURE</b>
<b>21.66.050</b>	<b>RELATIONSHIP TO LAND SUBDIVISION</b>
<b>21.66.060</b>	<b>FINDINGS REQUIRED</b>
<b>21.66.070</b>	<b>LAPSE OF APPROVAL</b>
<b>21.66.080</b>	<b>EXTENSION AND RENEWAL</b>
<b>21.66.090</b>	<b>PLAN MODIFICATIONS</b>
<b>21.66.100</b>	<b>URBAN SERVICES REQUIRED</b>
<b>21.66.110</b>	<b>SALIDA COMMUNITY PLAN FEE</b>

**21.66.010 PURPOSE**

The SCP District is intended to implement the General Plan's stated vision for the development of the Salida Community Plan Amendment Area. The SCP District shall encourage the use of flexible development standards designed to ensure the development of the District as a master planned community. The general development standards applicable to the SCP District are defined below. Specific development standards designed for the SCP shall be implemented pursuant to discretionary non-legislative Development Plan(s) prepared according to the regulatory zoning parameters described in this Chapter. Any conditional use permit issued pursuant to this Chapter is a non-legislative approval.

**21.66.020 SCP DISTRICT AND SUB-DISTRICTS**

- A. The SCP District shall be applied to all parcels within the defined Amendment Area for the Salida Community Plan pursuant to the County of Stanislaus Roadway Improvement, Economic Development and Salida Area Farmland Protection and Planning Initiative.
- B. SCP Sub-Zoning Districts. Within the SCP District, nine (9) separate sub-zoning districts are established:
  - 1. Salida Community Plan District, Low-Density Residential Zone (SCP-R-1)
  - 2. Salida Community Plan District, Medium-Density Residential Zone (SCP-R-2)
  - 3. Salida Community Plan District, Multiple-Family Residential Zone (SCP-R-3)
  - 4. Salida Community Plan District, Single-Family Residential – Special Treatment Zone (SCP-R-1-ST)
  - 5. Salida Community Plan District, Neighborhood Commercial Zone (SCP-C-1)
  - 6. Salida Community Plan District, General Commercial Zone (SCP-C-2)



7. Salida Community Plan District, Planned Industrial Zone (SCP-PI)
8. Salida Community Plan District, Industrial Business Park Zone (SCP-IBP)
9. Salida Community Plan District, General Agriculture Zone (SCP-A-2)

## 21.66.030 SCP DISTRICT STANDARDS

- A. **Allowable land uses.** The uses of land that may be allowed within the SCP District and each of its sub-districts shall be in accordance with the development standards set forth in this Section 21.66.030. The maximum number of residential dwelling units located on lands designated SCP-R-1, R-2, R-3 by the County of Stanislaus Roadway Improvement, Economic Development and Salida Area Farmland Protection and Planning Initiative is limited to 5,000 units.
- B. **Development standards.** Proposed development and new land uses within the SCP District and applicable sub-districts shall comply with the development standards identified for the specific site in the applicable Development Plan, in compliance with Section 21.66.040 and the following:
  1. SCP District, Low-Density Residential Zone (SCP-R-1) development-type standards. Subdivisions, new land uses and structures, and changes and alterations to existing land uses and structures designated in the Salida Community Plan as SCP-R-1 shall be designed, constructed, and/or established consistent with the R-1 District standards contained in Chapter 21.28 except that the height limit, building site, lot coverage, and yard standards contained in Sections 21.28.040, 21.28.050, 21.28.060, and 21.28.070 of the Stanislaus County Code Title 21, Zoning, respectively, are modified as shown in Table 1 — Salida Community Plan District, Low-Density Residential Zone (SCP-R-1) Standards.
  2. SCP District, Medium-Density Residential Zone (SCP-R-2) development-type standards. Subdivisions, new land uses and structures, and changes and alterations to existing land uses and structures designated in the Salida Community Plan as SCP-R-2 shall be designed, constructed, and/or established consistent with the R-2 District standards contained in Chapter 21.32 except that the height limit, building site, lot coverage, and yard standards contained in Sections 21.32.040, 21.32.050, 21.32.060, and 21.32.070 of the Stanislaus County Code Title 21, Zoning, respectively, are modified as shown in Table 2 — Salida Community Plan District, Medium-Density Residential Zone (SCP-R-2) Standards.
  3. SCP District Multiple-Family Residential Zone (SCP-R-3) development-type standards. Subdivisions, new land uses and structures, and changes and alterations to existing land uses and structures designated in the Salida Community Plan as SCP-R-3 shall be designed, constructed, and/or established consistent with the R-3 District standards contained in Chapter 21.36 except that the height limit, building site, lot coverage, and yard standards contained in Sections 21.36.040, 21.36.050, 21.36.060, and 21.36.070 of the Stanislaus County Code Title 21, Zoning, respectively, are modified as shown in Table 3 — Salida Community Plan District, Multiple-Family Residential Zone (SCP-R-3) Standards.

## 21.66.030 SCP District Standards

4. SCP District Single-Family Residential - Special Treatment Zone (SCP-R-1-ST) development-type standards. Subdivisions, new land uses and structures, and changes and alterations to existing land uses and structures designated in the Salida Community Plan as SCP-R-1-ST shall be designed, constructed, and/or established consistent with the standards set forth in the SCP-R-1 Zone.

The SCP-R-1-ST zone is intended to provide for residential use, or other alternative uses, of the parcels owned by the Salida Sanitation District on which it operates the Salida Wastewater Treatment Plant and associated ancillary improvements. The regulations set forth in this zone shall apply only to the subject parcels.

This zone explicitly allows for the continued operation of the existing Salida Wastewater Treatment Plant and for its modification/expansion as necessary over time to meet the needs of the Salida Sanitation District.

Should the Salida Sanitation District determine that its existing or future operations do not require the use of vacant land within the subject parcels, vacant lands may be utilized for single-family residential development. In the event that site conditions, environmental constraints, or other factors limit the potential of the vacant land for residential development, other appropriate land uses may be considered.

**Table 1 — Salida Community Plan District, Low-Density Residential Zone (SCP-R-1) Standards**

Lot Type	SCP-R-1		
	5,000 S.F. and greater	6,000 S.F. and greater	7,000 S.F. and greater
Minimum Lot Area [1]	5,000 S.F.	6,000 S.F.	7,000 S.F.
Minimum Lot Width [2]			
Interior Lot	40'	50'	60'
Corner Lot	45'	55'	70'
Minimum Lot Depth	90'	90'	100'
Minimum Front Setbacks [3]			
Porch	10'	10'	10'
Living Area	15'	15'	15'
Forward Garage [4]	18'	20'	20'
Swing-in Garage [5]	15'	15'	15'
Minimum Rear Setbacks [3]			
Typical	12'	12'	15'
Detached Garages	2'	2'	2'
Detached Garage with Living Space Above [4]	n/a	5'	6'
Rear-Loaded Garage Door (alley configuration) [4]	4'	4'	4'
Minimum Side Setbacks [3, 6]			
Interior Side	5'	5'	6'
Detached Garage	5'	5'	6'
Corner Side Yard			
Porch	10'	10'	10'
Living Area	10'	10'	15'
Forward Garage [4]	20'	20'	20'
Minimum Distance Between Structures [6]			
Between Structures on Adjacent Lots	10'	10'	12'
Between Unit and Detached Garage on Same Lot	6'	6'	6'
Maximum Building Height [7]			
Primary Building	40' (2.5 Stories Max.)	40' (2.5 Stories Max.)	40' (2.5 Stories Max.)
Accessory Structure or Detached Garage	15' (1 Story Max.)	35' (2 Stories Max.)	35' (2 Stories Max.)
Parking			
Off-Street	2 spaces in garage	2 spaces in garage	2 spaces in garage
On-Street [8]	1 space per unit	1 space per unit	1 space per unit

**General SCP- R-1 Setback Notes:**

- [1] Lots may exceed the minimum square foot lot size area; however, oversized lots are subject to the development standards required for the specific neighborhood/housing type in which they are located.
- [2] Minimum lot width is to be measured at front setback.
- [3] All setbacks are from associated property lines.
- [4] Setbacks to garages are measured to the garage wall plane.
- [5] Swing-in garages should not be used on lots less than 55' wide.
- [6] Acceptable encroachments include fireplaces, media niches, roof overhangs, and architectural projections as long as Uniform Building Code is met.
- [7] A 2.5-story residence is defined as a two-story home with third-story element(s).
- [8] Parking spaces on driveways 18' or longer may be counted toward the on-street parking requirement.

**Table 2 — Salida Community Plan District, Medium-Density Residential Zone (SCP-R-2) Standards**

Land Use Designation	SCP-R-2		
	Small Lot Single-Family (Conventional Loaded)	Small Lot Single-Family (Rear-Loaded)	Duets
Minimum Lot Area [1]	2,400 SF	2,000 SF	3,000 SF/unit
Minimum Lot Width [2]			
Interior Lot	40'	30'	40' per unit
Corner Lot	46'	36'	46'
Minimum Lot Depth	60'	60' for private street 70' for alley easement	60'
Minimum Front Setbacks [3]			
Porch	10'	10'	10'
Living Area	10'	10'	10'
Forward Garage [4]	18'	n/a	18'
Minimum Rear Setbacks [3, 6]			
Living Area	10'	4' for private street 14' for alley easement	10'
Rear-Loaded Garage Apron	n/a	4'	4'
Detached Garages	n/a	5'	5'
Rear-Loaded Garage Door (alley configuration) [4]	n/a	4' for private street 14' for alley easement	4' for private street 14' for alley easement
Minimum Side Setbacks [3, 5, 6]			
Interior Side Yard	4'	4'	0'/4'
Corner Side Yard			
Porch	10'	10'	10'
Living Area	10'	10'	10'
Forward Garage	18'	n/a	18'
Minimum Distance Between Structures [5]			
Between Structures on Adjacent Lots	8'	8'	0'/8'
Between Unit and Detached Garage on Same Lot	n/a	10'	10'
Maximum Building Height	40' (2.5 Stories Max.)	40' (2.5 Stories Max.)	40' (2.5 Stories Max.)
Parking			
Off-Street	2 spaces in garage	2 spaces in garage	2 spaces in garage
On-Street	1 space per unit	1 space per unit	1 space per unit

**General SCP-R-2 Setback Notes:**

- [1] Lots may exceed the minimum square foot lot size area; however, oversized lots are subject to the development standards required for the specific neighborhood/housing type in which they are located.
- [2] Minimum lot width is to be measured at front setback.
- [3] All setbacks are from associated property lines.
- [4] Setbacks to garages are measured to the garage wall plane.
- [5] Acceptable encroachments include fireplaces, media niches, roof overhangs, and architectural projections as long as Uniform Building Code is met.
- [6] Rear and side setbacks may be modified with County approval for innovative architecture and land plans.

**Table 3 — Salida Community Plan District, Multiple-Family Residential Zone (SCP-R-3) Standards**

Land Use Designation	SCP-R-3
	Rowhouses/Townhomes/Apartments/Condominiums
Minimum Front Setbacks/Corner Side [1]	
Porch	10'
Living Area	10'
Forward Garage [2]	5' or 18'+
Minimum Rear Setbacks [1, 4, 5]	
Front-Loaded Units	10'
Rear-Loaded Units [2]	4' for private street 14' for alley easement
Minimum Distance Between Structures [3, 4, 5]	
Primary Wall to Primary Wall	20'
Primary Wall to Secondary Wall	20'
Secondary Wall to Secondary Wall	15'
Maximum Building Height	
Rowhouses and Townhomes	40' (3 stories max.)
Apartments and Condominiums	40' (3 stories max.)
Parking	
Off-Street	
<i>Apartments and Condominiums</i>	1 uncovered space for each 1 bedroom unit, 1.5 spaces for each 2 and 3 bedroom unit
<i>Rowhouses/Townhouses</i>	2 covered spaces
Guest Parking	0.25 space per unit

**General SCP-R-3 Setback Notes:**

- [1] All setbacks are from associated property lines.
- [2] Setbacks to garages are measured to the garage wall plane.
- [3] Acceptable encroachments include fireplaces, media niches, and roof overhangs as long as Uniform Building Code is met.
- [4] Where appropriate, reciprocal easements may be used to satisfy rear or side yard requirements.
- [5] Rear and side setbacks may be modified with County approval for innovative architecture and land plans.
- [6] Primary walls are defined as building facades with one or more unit entries. Secondary walls are defined as building facades without unit entries.

5. SCP District Neighborhood Commercial Zone (SCP-C-1) development-type standards. Subdivisions, new land uses and structures, and changes and alterations to existing land uses and structures designated in the Salida Community Plan as SCP-C-1 shall be designed, constructed, and/or established consistent with the C-1 District standards contained in Chapter 21.52.

6. SCP District General Commercial Zone (SCP-C-2) development-type standards. Subdivisions, new land uses and structures, and changes and alterations to existing land uses and structures designated in the Salida Community Plan as SCP-C-2 shall be designed, constructed, and/or established consistent with the C-2 District standards contained in Chapter 21.56.

7. Salida Community Plan District, Planned Industrial Zone (SCP-PI) development-type standards. Subdivisions, new land uses and structures, and changes and alterations to existing land uses and structures designated in the Salida Community Plan as SCP-PI shall be designed, constructed, and/or established consistent with the PI District standards contained in Chapter 21.42.

#### 21.66.030 SCP District Standards

8. Salida Community Plan District, Industrial Business Park Zone (SCP-IBP) development-type standards. Subdivisions, new land uses and structures, and changes and alterations to existing land uses and structures designated in the Salida Community Plan as SCP-IBP shall be designed, constructed, and/or established consistent with the IBP District standards contained in Chapter 21.61, except upon making the findings set forth in Section 21.66.060(B), the Board of Supervisors may consider the range of permitted land uses specifically set forth in Title 21. This is intended to allow flexibility in approving uses as the market for modern business parks evolves with time.

9. Salida Community Plan District, General Agriculture Zone (SCP-A-2) development-type standards. This designation applies solely to the Stanislaus River Park. Subdivisions, new land uses and structures, and changes and alterations to existing land uses and structures designated in the Salida Community Plan as SCP-A-2 shall be designed, constructed, and/or established consistent with the A-2 District standards contained in Chapter 21.20 except that active recreational facilities may also be approved as a conditional use. A Development Plan for the Stanislaus River Park will be required and used as a primary park implementation tool.

C. Notwithstanding the development standards otherwise set forth in this Section, restrictions of the A-2 Agriculture District shall apply to lands within the SCP District that are subject to existing Williamson Act contracts for the term of the applicable contract and the uses of the A-2 Agriculture District shall be permitted uses for the term of the existing Williamson Act contract. It is the express intent of the SCP District that all lands subject to Williamson Act contracts remain in the Agricultural Preserve and there is no intent to remove such lands from the Agricultural Preserve, to trigger a notice of non-renewal, or impair any contract. No provision of the SCP District is intended to modify any provision of Subdivision Map Act that restricts the subdivision of lands subject to Williamson Act contracts. Nothing herein shall preclude a landowner from filing a notice of non-renewal or requesting cancellation of a Williamson Act contract in accordance with state law or cancellation or removal through other lawful methods.

D. To allow for the implementation of contemporary zoning standards, a limited amount of flexibility is built into the development standards established for the SCP-R-1, R-2, R-3 and SCP-R-1-ST Zones, which may be implemented through adoption of alternative development standards with

approval of the non-legislative Development Plan, upon a finding by the Board of Supervisors that:

1. The alternative development standard substantially conforms to the General Plan and Salida Community Plan.
2. The alternative development standard facilitates flexibility in the types of housing products that may be constructed creating a greater mix of housing and better meeting the housing needs of the County's residents.

**21.66.030 SCP District Standards**

E. To allow for the implementation of contemporary zoning standards, a limited amount of flexibility is built into the development standards for the SCP-C-1, SCP-C-2, SCP-PI, and SCP-IBP Zones which may be implemented through adoption of alternative development standards with approval of the non-legislative Development Plan, upon a finding by the Board of Supervisors that:

1. The alternative development standard substantially conforms to the General Plan and Salida Community Plan.
2. The alternative development standard facilitates flexibility in the type of buildings which may be constructed and contributes to the vibrancy of retail, business park, and industrial park land uses.
3. The project meets high standards and is of high quality.

**21.66.040 PROCEDURE**

A. A proposed Development Plan for any defined area within the SCP District shall be submitted to County staff for review and recommendation by the Planning Commission and approval by the Board of Supervisors. The following information shall be provided at a minimum:

1. Proposed land uses. The distribution, location, and extent (e.g., density, intensity, etc.) of land uses proposed within the area covered by the Development Plan, including open space areas;
2. Infrastructure. A description of the major components of public and private facilities, including circulation/transportation, energy, sanitary sewage, solid waste disposal, water, storm water drainage, and other essential facilities proposed to be located within the Development Plan area and needed to support the proposed land uses;
3. Land use and development standards. Criteria, guidelines, and standards by which development would proceed, and standards for the conservation, development, and utilization of natural resources, where applicable;
4. Implementation measures. A program of implementation measures and environmental mitigation measures, including regulations, programs, public works projects, and financing measures necessary to carry out the proposed land uses, infrastructure, and development and conservation standards and criteria;
5. Relationship to General Plan. A discussion of the relationship of the Development Plan to the objectives, policies, general land uses, and programs of the General Plan.

Following a public hearing, the Planning Commission shall make a recommendation to the Board of Supervisors based on substantial consistency with the General Plan and this Chapter and a review of the environmental impacts of the plan, the appropriateness and interrelationship of the proposed uses and interrelationship of the proposed uses, any effects on traffic circulation due to development of the plan, the quality of the suggested site plan design, and other details of the proposed Development Plan. In considering the Development Plan at its public hearing, the Commission shall also determine its appropriateness based on its ability to meet the purpose of this Chapter. A favorable recommendation must include the findings listed in this Chapter for the Development Plan and any proposed conditions. At its public hearing, the Board may decide to approve, conditionally approve, or deny the Development Plan or return the matter to the Planning Commission for further evaluation.

- B. Following approval of a Development Plan, all development subject to the Development Plan shall be in substantial conformance with the approved Development Plan and the conditions thereof.

#### **21.66.050 RELATIONSHIP TO LAND SUBDIVISION**

In situations where a tentative map or parcel map is undertaken in conjunction with the approval of the Development Plan, such subdivision and approval may be processed concurrently.

#### **21.66.060 FINDINGS REQUIRED**

- A. The Planning Commission, prior to recommending the Development Plan to the Board of Supervisors, and the Board of Supervisors, prior to the Board's approval of the Development Plan, shall make the following findings, based on substantial evidence in the entire administrative record:
  - 1. The Development Plan is substantially consistent with the requirements of the General Plan of the County;
  - 2. The Development Plan is substantially consistent with the requirements of this Chapter.
- B. Prior to approving additional uses in the SCP-IBP Zone that are not currently contained in Chapter 21.61; the Board of Supervisors, based on substantial evidence in the entire administrative record, shall make the following findings:

The use would not significantly detract from the Salida Community Plan's goal of creating a vibrant employment center within land designated for job creation;

The use would enhance the vibrancy of the business park land and would strengthen the live-work environment for the entire Salida Community Plan.

#### **21.66.070 LAPSE OF APPROVAL**

A Development Plan shall expire 5 years, or any term otherwise approved by a Development Agreement, after the date of its approval, unless there has been activity within the area covered by the Development Plan (e.g., a use permit has been approved or a building permit issued for any development phase contemplated by the Development Plan), an extension has been granted, or as otherwise provided by a development agreement.



#### **21.66.080      EXTENSION AND RENEWAL**

A Development Plan approval may be extended by the Planning Director for a two-year period without notice or public hearings, if the required findings remain valid.

#### **21.66.090      PLAN MODIFICATIONS**

A request for modifications to the final development or any conditions of approval thereof shall be treated as a new application, unless the Planning Director finds that the changes proposed are minor in the context of the overall Development Plan and are consistent with the intent of the original approval.

#### **21.66.100      URBAN SERVICES REQUIRED**

Prior to development of any of the uses permitted in the SCP District, the property to be developed shall be annexed to an existing district or included within a new district, and receive service from a sanitary district, water district, and/or community services district.

#### **21.66.110      SALIDA COMMUNITY PLAN FEE**

The Board of Supervisors, after adoption of the County of Stanislaus Roadway Improvement, Economic Development and Salida Area Farmland Protection and Planning Initiative, may impose a Salida Community Plan fee upon persons seeking governmental approvals within the SCP District. The fees shall be established so that they defray, but do not exceed, the cost of preparation, election or adoption, and administration, plus interest, of the County of Stanislaus Roadway Improvement, Economic Development and Salida Area Farmland Protection and Planning Initiative and implementation of the Salida Community Plan. The costs shall include, but not be limited to, the actual County costs, third-party consultant costs, and reasonable costs paid and incurred by the proponents of the County of Stanislaus Roadway Improvement, Economic Development and Salida Area Farmland Protection and Planning Initiative which the Board of Supervisors agrees are reimbursable. As nearly as can be estimated, the fee charged shall be a prorated amount in accordance with the applicant's relative benefit derived from the Salida Community Plan and SCP District zoning. It is the intent in providing for such fees to charge persons who benefit from the Salida Community Plan for the costs of developing and implementing the Salida Community Plan and advocating changed land uses which are authorized pursuant to the Salida Community Plan and SCP District zoning.

**Exhibit B**  
**Salida Area Planning, Road Improvement, Economic  
Development and Farmland Protection Initiative**

**Initiative Measure To Be Submitted Directly to the Voters**

**The People of the County of Stanislaus Ordain as Follows:**

**Section 1. Title.**

This initiative measure (this "Initiative") shall be known as the "County of Stanislaus Roadway Improvement, Economic Development and Salida Area Farmland Protection and Planning Initiative."

**Section 2. Purposes and Findings.**

A. Purposes. The purposes of this Initiative are as follows:

1. To promote the public health, safety and welfare of the County and to provide a future for the Salida Area which includes: 1) expanded transportation facilities to increase roadway capacity and access to State Route 99; 2) a unique opportunity to create thousands of new jobs in Stanislaus County; 3) significant expansion of retail and commercial activity; 4) a positive fiscal balance replacing the current deficit for the Salida Area and thereby benefiting the entire County; 5) permanent protection of agricultural lands which both respects Stanislaus County's agricultural heritage and provides for the long-term sustainability of agriculture; 6) provision of a range of housing close to transportation corridors and employment centers to help Stanislaus County meet the needs of a growing population; 7) expanded recreational facilities to promote healthier, stronger families; and 8) amendment to the Stanislaus County General Plan, as amended, (the "General Plan") to expand the existing Salida Community Plan ("Existing Plan"), whose boundaries encompass the existing Salida community, to include the 3,383-acre Salida Community Amendment Area (the "Salida Community Plan Amendment Area" or "Amendment Area").
2. To amend the General Plan to provide for significant transportation improvements, local and regional commercial uses, industrial and business parks, a range of residential opportunities, parks and open space, and public facilities, including schools. This Initiative is not the final approval to develop the Salida Community Plan Amendment Area. The County Board of Supervisors retains the discretion to approve non-legislative, discretionary development plans, as required by the Salida Community Plan Zoning District, and subdivisions within the Salida Community Plan consistent with the provisions of this Initiative.
3. To ensure that, prior to development of the Salida Community Plan Amendment Area, public water systems with water supplies sufficient to serve the Amendment Area are identified, water supply assessments in accordance with the provisions of the Water Code are prepared or coordinated, and written verification of sufficient water supplies in accordance with the provisions of the Water Code are obtained, as applicable.

4. To ensure that, prior to development of the Salida Community Plan Amendment Area, the County prepares, at the landowners' or applicants' (hereinafter referred to as "Applicants") expense, an environmental impact report evaluating the environmental impacts associated with development, in accordance with the provisions of the California Environmental Quality Act ("CEQA"). To the extent required by CEQA, an environmental impact report will propose mitigation measures to reduce project impacts.
5. To allow sufficient time for proper infrastructure planning and development, no new residential units in the Amendment Area shall be occupied prior to January 1, 2010.
6. To enter into a Development Agreement consistent with state law covering the long-term planning and implementation of the Salida Community Plan Amendment Area. The Development Agreement includes the following terms:
  - (a) Require the Salida Community Plan Amendment Area Applicants to work cooperatively with the County to ensure that full right-of-way for the new expressway from the Hammett/SR 99 interchange to Stoddard Road is dedicated, and/or adequate funding provisions are made to acquire any right-of-way not otherwise dedicated by Applicants, at Applicants' expense prior to the approval of the first final map and that a minimum of four travel lanes (two travel lanes in each direction) will be constructed from Hammett/SR 99 interchange to Stoddard Road concurrently with the first phase of residential development.
  - (b) Require the Applicants to mitigate the loss of agricultural land by purchasing one acre of permanent conservation easements for each acre of land developed in the Amendment Area for residential use.
  - (c) Require that the development of the Salida Community Plan Amendment Area pay its own way and ensure that existing County residents are not financially burdened.
  - (d) In order to subsidize the cost of providing infrastructure to the job-generating Planned Industrial and Business Park land uses within the Amendment Area as a means to attract new employers to Stanislaus County, require Applicants to consent to the establishment of a fee program through which Applicants for residential projects would contribute additional funding toward the cost of infrastructure for Planned Industrial and Business Park land uses within the Amendment Area.
  - (e) Require Applicants to demonstrate that the Project will have a net positive impact on the applicable elementary and secondary public school district(s).
  - (f) Require Applicants to dedicate a minimum of 100 acres for use as a new riverfront regional park and provide funding and/or improvements valued at \$1,000,000, to the County to help improve the riverfront park.

Additionally, require Applicants to provide funding and/or improvements valued at \$5,000,000, to park districts, school districts, County or other community-based organizations, to improve sports fields and other recreational opportunities within both the Amendment Area and the existing Salida community.

- (g) Require Applicants to provide funding of \$150,000 to help fund studies considering the potential incorporation of Salida. These funds will be payable upon execution of the Development Agreement.
- 7. To amend the Stanislaus County Code (the "County Code"), as amended, to adopt zoning governing the future of the Salida Community Plan Amendment Area.
- 8. To contribute to the circulation needs of the region by constructing the first segment of a new east-west expressway that at full build-out will provide improved roadway capacity between State Route 99 and areas to the east, including Modesto, Riverbank, and Oakdale.
- 9. To create employment opportunities for an estimated 27,000 new local jobs and locating such jobs near residential uses and major transportation corridors, thereby reducing the number of commuters traveling outside the County for employment opportunities.
- 10. To develop significant recreational areas for public enjoyment by the establishment of the Stanislaus River Park and provision of neighborhood parks within the Salida Community Plan Amendment Area.
- 11. To create dispersed open spaces and neighborhood park areas within the Salida Community Plan Amendment Area to provide passive and active recreational opportunities and community-serving facilities.
- 12. To promote non-motorized travel within the Amendment Area by providing integrated pedestrian trails and sidewalks and bicycle trails and lanes that connect to schools, parks, public facilities, retail centers, employment centers and river recreational resources.
- 13. To provide a relatively diverse mix of residential land uses and range of housing types to assist Stanislaus County with meeting its housing needs.
- 14. To protect and enhance natural resources through preserving and restoring biological resources along the Stanislaus River; implement best management practices to protect water quality; reduce air quality impacts by integrating employment-generating land uses and residential development to reduce vehicle trips relative to other possible land use scenarios; conserve groundwater and surface water through extensive use of recycled water; reduce potential for conversion of agricultural lands adjacent to the Community Plan by providing effective transitions between urban and agricultural environments; and permanently protect one acre of farmland for each acre of farmland within the Community Plan area that is converted to residential use.

15. To maintain a high level of public services, including fire, police, and emergency response services.
16. To allow Stanislaus County to provide high-quality and reliable public services and infrastructure for the people of the County.
17. To allow the Board of Supervisors to comply with the provisions of the Elections Code by either:
  - (a) adopting this Ordinance without alteration; or
  - (b) ordering an election.

B. Findings. The people of the County find and declare the following:

1. This Initiative will protect the quality of life of the County's citizens by:
  - (a) Discouraging sprawl by locating a mix of land uses adjacent to existing communities in a location planned for new homes, businesses, and recreational uses where urban services exist or can be logically extended in proximity to existing major transportation corridors.
  - (b) Creating an expanded and integrated community with a healthy balance among jobs, housing, services, recreational opportunities, public service facilities, open space, and resource preservation and infrastructure.
  - (c) Contributing toward the establishment of a new County transportation corridor by providing roadway right-of-way and funding to construct the first segment (from State Route 99 to Dale Road) of a new limited access east-west expressway which, once fully constructed, would provide the citizens of Salida, Modesto, Riverbank, and Oakdale with improved roadway access and capacity and an alternative travel route to and from State Route 99.
  - (d) Mandating that the Salida Community Plan Amendment Area Applicants finance needed infrastructure improvements that will serve the Salida Community Plan Amendment Area and the region.
  - (e) Ensuring that the Salida Community Plan Amendment Area is in harmony with existing communities while providing for variety in land uses and types of neighborhoods and generating sales tax revenues through commercial job-generating uses.
2. The Salida Community Plan Amendment Area is projected to generate significantly more public revenues than it will require in public expenditures. The additional public revenue generated by new businesses and homes in the Amendment Area is estimated to be \$30 million per year at full build-out and is estimated to result in a net fiscal surplus for the County in excess of \$5 million per year. The fiscal surplus generated by this expanded community at build-out would erase the approximately \$2.7 million deficit the County currently incurs to provide essential services to the existing Salida community and would leave the

County with a multi-million dollar surplus of funds which could be applied toward essential services elsewhere in the County.

3. This Initiative will enable the County to comprehensively plan for the Salida Community Amendment Area in a manner that reflects the ideas communicated by residents of the existing community through public workshops held between 1997 and 2005. Such ideas include the promotion of local job creation through the establishment of business park, industrial park, and retail land uses, public access to open spaces, compact development to minimize the loss of agricultural land, creation of recreational opportunities, and location of commercial services near neighborhoods.
4. This Initiative will enable the County to:
  - (a) Promote a jobs-housing balance within the Salida Community Plan Area and the entire County region by attracting new employers to Stanislaus County, including significant job-generating land uses in the mix of land uses within the Amendment Area, and using fees generated from housing within the Amendment Area to subsidize the cost of providing infrastructure to the job-generating land uses within the Amendment Area;
  - (b) Preserve Stanislaus County's agricultural heritage by permanently protecting one acre of farmland for each acre of farmland converted to residential land uses within the Amendment Area through the placement of permanent conservation easements on equivalent-quality farmland elsewhere within Stanislaus County;
  - (c) Achieve a harmonious relationship between communities and the surrounding agricultural setting by providing an effective transition between communities in the Amendment Area and agricultural uses along the periphery of the Amendment Area;
  - (d) Encourage an attractive and orderly mix of uses in the Amendment Area that will integrate planned industrial/business park, commercial, and residential land uses supported by public facilities;
  - (e) Promote highway-oriented commercial uses in the Amendment Area within the State Route 99 corridor by encouraging the location of businesses and services in the State Route 99 corridor to serve the traveling public and local residents;
  - (f) Create residential areas in the form of neighborhoods in the Amendment Area that offer diversity of housing types to the County's growing population;
  - (g) Provide an interconnected system of streets and roads in the Amendment Area to distribute traffic and meet the circulation needs of new and existing residents within the Salida Community Plan Area in a manner that complements the existing community and is coordinated with pedestrian, bicycle, and transit routes;

- (h) Provide for the non-motorized transportation needs of the Salida Community Plan Amendment Area residents by providing safe and convenient pedestrian and bicycle facilities in the Amendment Area to link residents to schools, parks, civic facilities, retail centers, employment centers and regional bicycle facilities;
  - (i) Provide for the recreational needs of County residents by creating new parkland facilities, including the establishment of an approximately 244-acre Stanislaus River Park.
- 5. Traffic impacts from local and regional development have exceeded the capacity of local and regional roadways, resulting in unacceptable levels of traffic congestion for Stanislaus County residents on these roadways. This Initiative will help provide for transportation improvements that would otherwise be difficult to attain by:
  - (a) Providing right-of-way and funding for the construction of the initial segments of an expressway that could be extended from the eastern edge of the Salida Community Plan Amendment Area to serve the needs of Modesto, Riverbank, and Oakdale. The first segment of the expressway within the Amendment Area would extend from the Hammett interchange at State Route 99 east to Stoddard Road and would be constructed during the first phase of development of the Amendment Area. A second segment of the expressway within the Amendment Area from Stoddard Road to Dale Road would be constructed with the build-out of the remaining portions of the Amendment Area. With the completion of each segment, the full right-of-way width of 224' necessary to convey 5 lanes of traffic in either direction would be preserved even though initial construction is contemplated for 2 lanes in either direction. A development fee program imposed on builders in the Amendment Area would provide funding for the full 10-lane build-out of the expressway between the Hammett Interchange at State Route 99 and Dale Road.
  - (b) Providing more funds for local roadways than would be obtainable under a more traditional piecemeal approval process to address traffic congestion and provide an infrastructure subsidy to lands designated for uses that are job-generating.
- 6. Creation of the comprehensively planned Salida Community Plan Amendment Area must occur in an environmentally responsible manner. This Initiative requires that a programmatic-level Environmental Impact Report be prepared prior to development within the Amendment Area, and helps to ensure that development of the Amendment Area occurs in a manner that protects the environment.
- 7. The comprehensively planned Salida Community Plan Amendment Area must be served by adequate water supplies. By requiring the preparation of water supply assessments and written verifications, as applicable, under provisions of the Water Code prior to permitting new development within the Salida

Community Plan Amendment Area, the Initiative will ensure that the Salida Community Plan Amendment Area is provided with adequate water supplies.

8. This Initiative assists the County towards its goals of meeting the current and future housing needs of its growing population.
9. The zoning adopted by this Initiative is consistent with the General Plan and County Code, both as amended by this Initiative.
10. The Development Agreement adopted by this Initiative is consistent with the General Plan, as amended by this Initiative, and complies with state and local laws regarding development agreements, including County Code Chapter 22.04, and:
  - (a) Is compatible with the uses authorized in, and the regulations prescribed for, the land use district(s) in which the real property is or will be located;
  - (b) Is in conformity with and will promote public convenience, general welfare and good land use practice;
  - (c) Will serve the health, safety and general welfare of the County;
  - (d) Will promote and encourage the orderly development of the Salida Community Plan Amendment Area.
11. The Salida Community Plan Amendment Area is an appropriate area to plan for the logical expansion of an existing unincorporated community, and the phased conversion of agricultural land to non-agricultural uses authorized by this Initiative is consistent with the County's conversion criteria set forth in the General Plan, in that:
  - (a) Overall, the proposal is consistent with the goals and policies of the General Plan, and specifically is consistent with Policies 2.4 and 2.5 of the Agricultural Element. The Amendment Area is immediately adjacent to previously urbanized areas to the south and west and is an expansion of an existing area of urban development rather than a new area for urban development. While the Amendment Area does contain prime soils, locating this intensity of development proximate to State Route 99, and existing development, will help alleviate the pressure to convert agricultural lands in other areas which are not as properly suited for this type of development. This Initiative also permanently preserves productive farmland elsewhere within Stanislaus County by mandating the purchase of one acre of permanent agricultural easements for each acre of land utilized for residential development.
  - (b) There is substantial evidence in the record to show a demonstrated need for this Initiative based on population projections for the proposed uses. According to the 2001-2008 Housing Element of the Stanislaus County General Plan, the estimated population of Stanislaus County increased over 178% between 1960 and 2000 from 158,300 to 441,364 persons. During the years between the 1990 and 2000 census, the



County was among the fastest-growing counties in the State. The Statewide average growth rate between 1990 and 2000 was 21.1%, while Stanislaus County grew at an estimated 35.5%. The California Department of Finance projected Stanislaus County's population would grow to over 670,000 by 2010, and the Stanislaus County Association of Governments projected County population for the year 2015 of 709,100 persons. Between 2000 and 2015, therefore, the population of Stanislaus County is estimated to grow by over one quarter of a million people. Assuming a ratio of 3 persons per household, the County would have to add approximately 6,000 homes each year for 15 years. The entire housing supply within the Salida Community Amendment Area represents less than one year's worth of supply toward meeting the housing needs of the County's projected growing population. Development in tight urban forms close to transportation corridors and employment centers and at higher-than-average densities as is proposed by the Salida Community Plan Amendment Area will assist in reducing development pressures in other areas of the County.

- (c) No feasible alternative site exists in areas already designated for the proposed uses. There is no known feasible alternative site within Stanislaus County which can support both 2,000 acres of job-generating land uses integrated with 1,000 acres of residential land uses and that is proximate to State Route 99 via an existing highway interchange and represents an expansion of existing urbanized uses. As such, the site is uniquely situated for the proposed uses.
- (d) Approval of this Initiative does not constitute a part of, or encourage, piecemeal conversion of a larger agricultural area to non-agricultural uses and will not be growth-inducing. The Amendment Area is planned as a master planned community with land use designations and zoning established on all 3,383 acres within the Plan Area boundaries. By utilizing this planning approach, the piecemeal conversion of agricultural uses to non-agricultural uses is avoided. Utilities would not be extended beyond the boundaries of the Amendment Area and would be sized to only serve the needs of the Amendment Area. The Amendment Area would not be considered growth-inducing.
- (e) The Initiative will minimize conflicts with agricultural operations on surrounding agricultural lands and take steps to minimize impacts to agricultural water supplies. Development of the Amendment Area will be required to comply with the County's Right to Farm notification for all property owners and will require effective transitions between agricultural uses and development land uses. Further, the proposed use will utilize a domestic water system for potable water needs and a recycled wastewater system for non-potable needs to minimize the impact of urbanization on groundwater supplies.
- (f) Adequate and necessary public services and facilities are available or will be made available as this Initiative is implemented.

- (g) The design of the community described in the Initiative, together with the incorporation of additional reasonable measures, as determined during the subsequent project-level CEQA review process, will mitigate impacts to the extent feasible to agricultural lands, fish and wildlife resources, air quality, water quality and quantity, or other natural resources.

- 12. For all of the foregoing reasons, this Initiative serves the public health, safety, and welfare of the County.

### **Section 3. General Plan Amendments.**

The General Plan is hereby amended as follows:

#### **A. General Plan Figure and Table Amendments.**

##### **1. Salida Land Use Diagram.**

In order to reflect the change in land use designations to the Salida area, the map on page 1-48 of the General Plan is hereby amended as shown on attached Exhibit A-1. The amendments to Exhibit A-1 only amend the land use designations in the Amendment Area, as indicated on the map, and all other land use designations shown on Exhibit A-1 are intended to reflect the General Plan land use designations of the current General Plan and are for reference purposes. For reference purposes, the existing page 1-48 is attached to this Initiative as Exhibit A-2.

##### **2. Salida Community Plan Map.**

In order to provide the updated version of the Salida Community Plan map, the map on page 1-82 of the General Plan is hereby amended as shown on attached Exhibit B-1. The amendments to Exhibit B-2 only amend the designations in the Amendment Area, as indicated on the map, and all other designations shown on Exhibit B-1 are intended to reflect the Salida Community Plan designations of the current Salida Community Plan and are for reference purposes. For reference purposes, the existing page 1-82 is attached to this Initiative as Exhibit B-2.

##### **3. Circulation Diagram.**

In order to reflect the creation of an east-west expressway that is initiated at the State Route 99/ Hammett Rd. interchange and extends to Dale Road, the Circulation Diagram Figures 2-2 and 2-3 of the General Plan are hereby amended as shown on attached Exhibit C-1 and Exhibit C-2. For reference purposes, the existing Figures 2-2 and 2-3 are attached to this Initiative as Exhibit C-3 and C-4, respectively.

4. Housing Element, Section IV Housing Production Opportunities/Resources, Residential Development Potential Salida.

In order to update the area of housing development potential for Salida, the map on page 6-71 of the General Plan is hereby amended as shown on attached Exhibit D-1. For reference purposes, the existing map on page 6-71 is attached to this Initiative as Exhibit D-2.

B. General Plan Text Amendments.

Text to be inserted in the General Plan is indicated in **bold** type, while text to be deleted is indicated in ~~strikeout~~. Text in standard type currently appears in the General Plan, is not amended by this Initiative, and is shown for reference purposes only. To avoid confusion, headings or text that presently appear in **bold** in the existing General Plan are shown here as underline type.

1. Amendment to Salida Community Plan Description in the General Plan.

General Plan Land Use Element, Community Plans section, page 1-74 is hereby amended as shown below:

SALIDA COMMUNITY PLAN

**The Salida Community Plan ("Community Plan" or "Plan") provides land use planning and guidance for development of approximately 4,600 acres of land in the Salida area. The Community Plan encompasses the existing community of Salida, which was part of the previously approved Salida Community Plan (the "Existing Plan" or "Existing Plan Area"), and an amendment area encompassing approximately 3,383 acres (the "Amendment Area").**

**The Existing Plan Area**

~~This~~ **The** land use plan for the Existing Plan Area reflects both existing land use patterns and gathered information to guide future land use decisions. In formulating this plan, it was apparent that a substantial portion of the community had already developed in a way which has produced few areas of potential land use conflicts. The designations included within this plan are intended to, whenever possible, mitigate those impacts, or prevent them from occurring in the future. This will, hopefully, result in an attractive and efficient pattern of living and working areas. In the event that development is proposed within the redevelopment area of Salida, Appendix 1-3 of the Support Documentation should be consulted for development standards.

**The Amendment Area**

**The Community Plan provides land use and development guidance for the Amendment Area that promotes harmonious integration of the Existing Plan Area with new development planned within the Amendment Area. The land uses, goals, and policies of the Community Plan promote job creation, retail opportunities, and tax**

generation, while providing for improved vehicular and non-vehicular circulation, expanded recreational amenities, expanded housing choice, preservation of open space, effective transitions between urban and agricultural environments, and substantial infrastructure improvements within the Amendment Area. New development within the Amendment Area will be implemented through the Salida Community Plan Zoning District, which requires the adoption of a discretionary non-legislative Development Plan ("Development Plan") prepared according to the regulatory zoning requirements of the District.

#### **Amendment Area Purpose**

One of the primary purposes of the Amendment Area is to provide for a mix of land uses that can facilitate the Salida community's financial and fiscal self-sufficiency. Building upon this purpose, and other goals and policies, the Amendment Area strives to create local jobs and commercial opportunities with significantly improved regional vehicular circulation and infrastructure, supported by complementary and integrated housing that expands the community's range of residential offerings. Capital facility, and service needs generated by new development in the Amendment Area should be financed by new development. To allow sufficient time for proper infrastructure planning and development, no new residential units in the Amendment Area shall be occupied prior to January 1, 2010.

#### **Land Use and Land Use Designations**

Land uses shown for the Amendment Area are consistent with designations contained in the County General Plan. However, a new land use designation, Business Park, has been added for this area. The General Plan land use designations applicable within the Amendment Area include: Low-Density Residential, Medium-Density Residential, Medium High-Density Residential, Commercial, Planned Industrial, Business Park, and Agriculture. Table 1, Salida Community Plan Amendment Area Land Use Designations, shows the proposed Amendment Area land uses and their associated acreages. Refer to the Salida Community Plan map for a map of land uses within the Amendment Area. The Amendment Area represents a blueprint for the expansion of Salida and is meant to take a comprehensive view of land uses in order to prevent piecemeal planning. In order to offer a long-term planning approach, non-agricultural land use designations are applied to lands which may still be subject to Williamson Act contracts. However, the provisions of the Salida Community Plan Zoning District should require that until such time as contracts are terminated, lands encumbered by a Williamson Act contract shall remain subject to the zoning restrictions found within the County's A-2 zoning regulations.

**The Board of Supervisors may, at its discretion, approve minor modifications to the boundaries and location of the land designated Low-Density Residential, Medium-Density Residential, Medium High-Density Residential, or Agriculture within the Amendment Area, and approve rezonings which implement such modifications, provided such modifications preserve the overall intent of the Community Plan and the total acreage devoted to the Low-Density, Medium-Density and Medium High-Density Residential land use designations, as set forth in Table 1, does not increase or decrease by more than ten percent (10%).**

**In addition, the Business Park designation, as created herein, is intended to provide land use flexibility in order to support the creation of a first-class modern business park. Therefore, the Board of Supervisors may, at its discretion, re-designate land within the Amendment Area from Planned Industrial to Business Park along with rezonings to implement said modifications without limitation. This discretion is reserved for the Board of Supervisors in acknowledgement that the market demand for Business Park uses may increase over time, thereby warranting the broader range of uses and land use configurations offered by the Business Park designation.**

**To effectively implement the Planned Industrial, Business Park, or Commercial Land Use designations within the Amendment Area, the Board of Supervisors may also, at its discretion, rezone land zoned as SCP-C-1, SCP-C-2, SCP-PI, or SCP-IBP, to Planned Development. The Planned Development district as provided for in Chapter 21.40 of the County Code would allow for modification of requirements established by the SCP district and diversification in the relationship of different uses, buildings, structures, lot sizes and open spaces, while ensuring compliance with, and implementation of, the Community Plan. Such flexibility would be used to promote development of modern retail, business park and industrial park developments.**

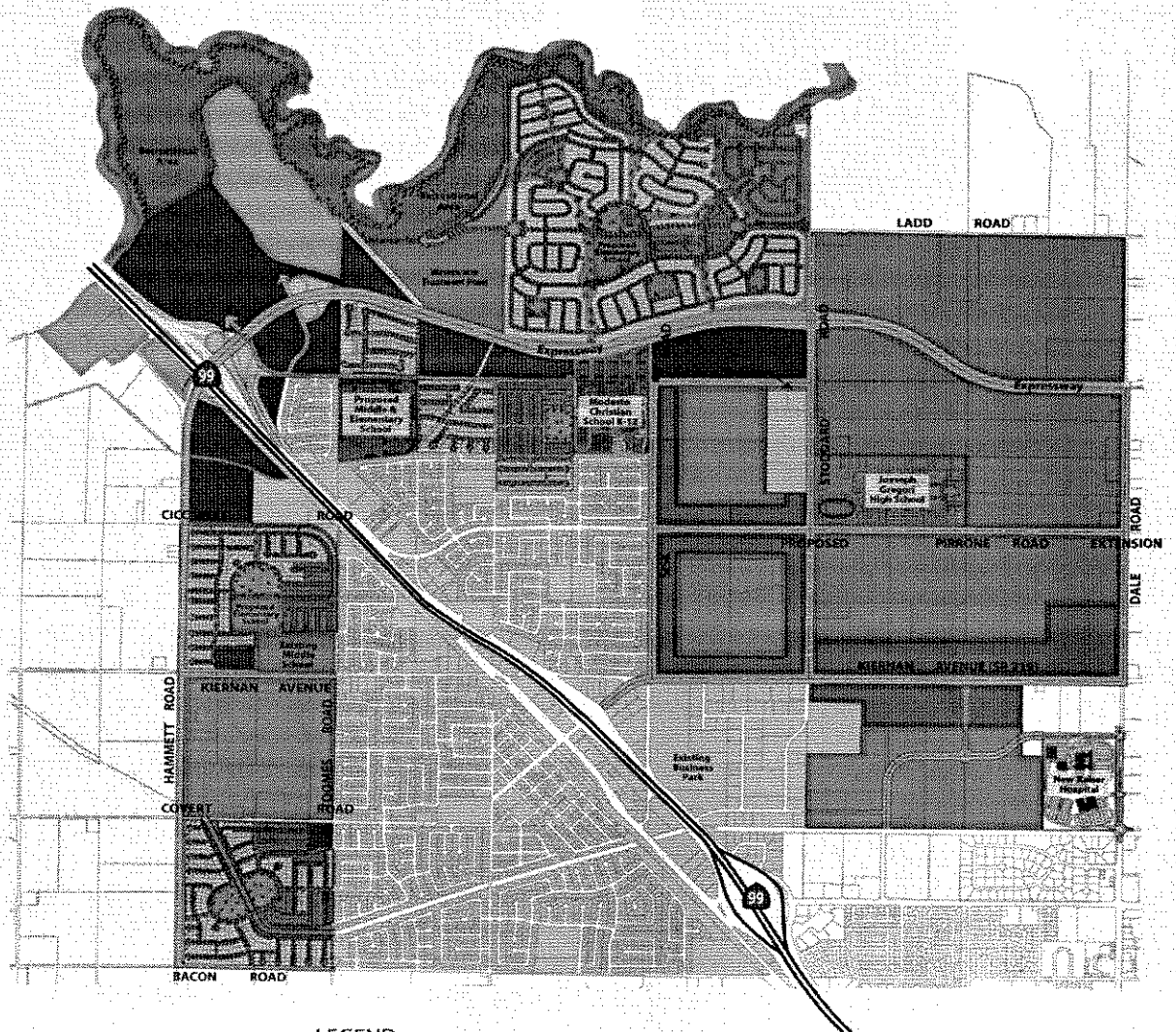
**Finally, if the potential adverse environmental impacts associated with the current Planned Industrial or Business Park land use designations, as identified in an Environmental Impact Report, could be reduced or eliminated by alternative land use designations, the Board of Supervisors retains the discretion to make changes to the Planned Industrial or Business Park land uses, including conforming rezonings.**

**An illustrative conceptual plan for the Amendment Area is included in the Community Plan as Illustration 1 and is provided for illustrative purposes only. The precise design, location of uses, and amenities will be established by discretionary non-legislative Development Plan approval.**

**Table 1**

<b>SALIDA COMMUNITY PLAN AMENDMENT AREA LAND USE DESIGNATIONS</b>		
<b>Land Use Designation</b>	<b>Zoning</b>	<b>Total Acreage</b>
<b>Planned Industrial</b>	<b>SCP-PI</b>	<b>1,259</b>
<b>Business Park</b>	<b>SCP-IBP</b>	<b>490</b>
<b>Commercial</b>	<b>SCP-C-1 SCP-C-2</b>	<b>280</b>
<b>Low-Density Residential</b>	<b>SCP-R-1</b>	<b>802</b>
<b>Low-Density Residential-Special Treatment Area</b>	<b>SCP-R-1- ST</b>	<b>64</b>
<b>Medium-Density Residential</b>	<b>SCP-R-2</b>	<b>187</b>
<b>Medium High-Density Residential</b>	<b>SCP-R-3</b>	<b>57</b>
<b>Agriculture</b>	<b>SCP-A-2</b>	<b>244</b>
<b><i>Total Acres</i></b>		<b><i>3,383</i></b>

ILLUSTRATION 1



LEGEND

Description

- Business Park
- High Visibility Business Park
- Commercial
- Planned Industrial
- PI Reserve
- Existing Salida Community

Description

- Public Uses
- Private School
- Parks & Open Spaces
- LDR
- MDR
- MHDR

# **SALIDA COMMUNITY PLAN** SALIDA, CA

**Planned Industrial.** As part of an interjurisdictional effort, the County of Stanislaus and the City of Modesto developed the North Gateway Business Complex Master Development Plan in 2003. The goal of the plan is to help alleviate the existing jobs-housing imbalance in the County by promoting development of employment-generating industrial/business park uses in the area roughly bound by Ladd Road on the north, Dale Road on the east, Pelandale Expressway on the south, and Sisk Road on the west. The Planned Industrial designations shown to the east of Sisk Road within the Amendment Area are consistent with the intent of the North Gateway Business Complex Master Development Plan.

Approximately 1,259 acres of land are designated as Planned Industrial. This represents approximately 37.2 percent of the Amendment Area. The majority of these lands are located in the northeastern portion of the Amendment Area. An area designated as Planned Industrial is located in the southwestern portion of the Amendment Area on land that includes an existing industrial use. Intended uses within the Planned Industrial designation are consistent with those defined in the General Plan.

**Business Park.** The Community Plan includes 490 acres that are designated Business Park. This represents approximately 14.5 percent of the total Amendment Area. This use is concentrated largely in the eastern portion of the Amendment Area, but two notable areas in the northwest portion of the Amendment Area, near the Hammett Road/State Route 99 interchange, also carry this designation.

The Business Park designation is intended to accommodate development of a full range of uses, including modern, employment-intensive uses. Principal development and employment-generating uses allowed within this designation include research, product development, professional office, commercial, and business services.

**Commercial.** The Community Plan includes 280 acres of land designated Commercial within the Amendment Area. This represents approximately 8.3 percent of the Amendment Area. The Commercial designation applies to Regional Commercial, Neighborhood Commercial, and Highway Commercial uses as described in the General Plan. A major regional commercial area is planned in the northwest corner of the Amendment Area on the east side of State Route 99. Neighborhood-serving commercial uses are located at the southwest corner of the Covert Road/Toomes Road intersection and between Sisk Road and Stoddard Road just south of the planned expressway. New highway commercial uses are located west of State Route 99 near the Hammett Road/State Route 99 interchange.



**Table 2**

<b>SALIDA AMENDMENT AREA ANTICIPATED EMPLOYMENT GENERATION</b>			
Land Use	Acres	Jobs/Acre <sup>1</sup>	Total Jobs
Business Park	490	25 <sup>2</sup>	12,250
Manufacturing/Industrial/Warehousing, etc.	1,259	7	8,813
Neighborhood, General, and Highway Commercial	280	24	6,720
Total	2,029	13.7	27,783

<sup>1</sup> Source: Stanislaus County Economic and Workforce Alliance

<sup>2</sup> Weighted average number of jobs per acre between Business Park and High-Visibility Business Park

**Residential.** The Amendment Area affords substantial opportunity for new residential development with a neighborhood orientation. The Amendment Area includes 866 acres of land designated Low-Density Residential, 187 acres designated Medium-Density Residential, and 57 acres designated Medium High-Density Residential, for a total of 1,110 acres of new residential development. Land designated for residential uses represents approximately 32.8 percent of the total Amendment Area. The new residential areas are generally located in the southwestern and northern portions of the Amendment Area.

Public facilities, parks, and schools are conditional uses within areas designated as Low-Density Residential. Accordingly, approximately 118 acres of the land designated Low-Density Residential within the Amendment Area are either occupied by existing schools or owned by a school district for which a school is planned and are therefore not expected to result in additional units beyond the 5,000 units shown in Table 3. Additionally, 64 acres of land now owned by the Salida Sanitation District on which it operates the Salida Wastewater Treatment Plant are designated Low-Density Residential. Build-out of this land with residential uses may or may not occur. If the Salida Sanitation District determines that it will continue to operate the existing plant, modify the plant, and/or expand the plant in the future to meet its needs, this could preclude build-out of all 64 acres with residential units, though some portion of the land may retain capacity for residential development. As a result, the maximum number of

units and the total projected population increase shown in Table 3 could be incrementally lower.

Single-family homes at a density of up to eight dwelling units per net acre may be developed on land designated Low-Density Residential. The actual development density is likely to be about 4.5+/- dwelling units per net acre. Detached single-family homes, duplexes, and triplexes at densities of up to 14 units per net acre are permitted on land designated Medium-Density Residential. An average density of about 10+/- dwellings units per net acre is anticipated. Densities up to approximately 25 dwelling units per net acre are permitted on land designated Medium High-Density Residential. An average density of about 23+/- dwelling units per net acre is anticipated. Table 3, Projected Residential Build-Out and Population, shows that a total of approximately 5,000 new dwelling units could be accommodated within areas designated Low-, Medium- and Medium High-Density Residential use at build-out. The local population would increase by about 15,063 people with build-out of the residential designated portions of the Amendment Area. Including the population of the existing community, the projected total population within the Community Plan boundary would be 29,063 persons at build-out of the Amendment Area.

**Table 3**

<b>Projected Residential Build-Out and Population</b>				
<b>Land Use Designation</b>	<b>Total Gross Acreage</b>	<b>Average Dwelling Units per Net Acre <sup>1</sup></b>	<b>Total Dwelling Units</b>	<b>Population Accommodated<sup>2</sup></b>
<b>Low-Density Residential</b>	<b>866</b>	<b>4.5</b>	<b>2,754</b>	<b>8,299</b>
<b>Medium-Density Residential</b>	<b>187</b>	<b>10.0</b>	<b>1,306</b>	<b>3,933</b>
<b>Medium High-Density Residential</b>	<b>57</b>	<b>23.4</b>	<b>940</b>	<b>2,831</b>
<b>TOTAL</b>	<b>1,110</b>		<b>5,000</b>	<b>15,063</b>

1 Net acreage is approximate based on an assumption that 30% of the gross acreage will be occupied by parks, roads, school sites, sidewalks, and utilities.

2 Based on average of 3.01 persons per household.

**Agriculture.** The County currently applies the Agriculture land use designation to areas identified as suitable for open space or recreational use. Within the Amendment Area, this designation applies solely to the proposed Stanislaus River Park, which comprises 244 acres, or approximately 7.2 percent of the Amendment Area. This designation is not intended to accommodate agricultural activities within the Community Plan boundary.

The Stanislaus County Parks Development Plan states that regional parks are an important component of the County-wide parks program. The Stanislaus County Parks Development Plan suggests that parks which preserve river and riparian areas, which are significant natural resources, should be a focus. Though the Stanislaus County Parks Development Plan states that the overall acreage of existing regional parks in the County is adequate to serve future populations, to meet the intent of the Community Plan for providing expanded recreation resources and to help preserve valuable natural resources, the Amendment Area includes an approximately 244-acre river park along the Stanislaus River. The river park comprises lands within habitat and flood easements along the river that are controlled by the U.S. Army Corps of Engineers. The river park concept is to preserve and restore natural conditions close to the river and to locate passive recreational activities such as picnicking, bird-watching, walking, jogging, bicycling, and supporting structures such as restrooms and parking facilities, etc. at distances that are progressively farther from the river. Active recreational facilities could be considered.

It is expected that developers of new projects within the Amendment Area would prepare a park plan, as part of the Development Plan process, for the river park and would fund improvements needed to implement the park plan.

## **Circulation**

**Circulation Concept.** Existing and planned roadways should comprise a roadway network that serves the existing community and provides connectivity to regional transportation corridors. The existing circulation system and proposed circulation facilities and improvements should be fully integrated. Roadway segments and alignments should promote even dispersal of traffic throughout the Community Plan area. For example, industrial traffic should be routed from the eastern portion of the Amendment Area to a new expressway. Right-of-way for the Hammett Road interchange is needed to accommodate interchange improvements required to accommodate additional traffic generated by new development. A Project Study Report for the Hammett Road Interchange is currently under preparation. A Project Study Report shall be approved for the Hammett Road

Interchange prior to approval of tentative maps and development permits for lands located within the interchange study area of the Project Study Report. Right-of-way for any interchange improvement is required to be protected and incorporated into any Development Plan for lands contained within the interchange study area.

The new vehicular circulation system should include a number of major improvements:

- Construction of that portion of a new expressway located within the Amendment Area to facilitate traffic flow east to west and which connects to the State Route 99 / Hammett Road interchange;
- Modification of an existing State Route 99 interchange at Hammett Road;
- Extension of Pirrone Road east from Sisk Road;
- Widening and improvement of Sisk, Stoddard, Kiernan, Dale, Toomes, Hammett, and Bacon roads;
- Facilitation of circulation to the area designated Planned Industrial that is located south of Kiernan Avenue; and
- Construction of local roadways and collectors throughout the Amendment Area to promote efficient and safe circulation.

**Conceptual Roadway Classifications/Sections.** New roadways within the Amendment Area must be designed to accommodate a variety of vehicle types, volumes, speeds, and safety conditions. To this end, several roadway types are proposed. These range from an expressway road classification, where the proposed right-of-way width is up to 224 feet, to a local street classification with a right-of-way width of approximately 50 feet. Several of the roadway types incorporate Class II bicycle or Class I separated dual-use pedestrian/bicycle paths to provide for non-motorized transportation connectivity throughout the Amendment Area. In most cases, the conceptual sections differ from standard road sections utilized by the County and where different, the conceptual road standards are unique to the Amendment Area. Conceptual roadway classifications and types are as follows:

- **Expressway:** An expressway running east to west that connects the eastern portion of the Amendment Area and the communities of Oakdale, Riverbank, Modesto, and beyond with access to the State Route 99 / Hammett Road interchange is planned. The expressway would improve access to State Route 99 from the noted communities and link new development within the Amendment Area to the highway. New development

within the Amendment Area is expected to provide funding needed to construct the portion of the expressway located within the Amendment Area. Funding to construct portions of the expressway that extend east from the eastern Amendment Area boundary must be acquired and improvements constructed by other parties. The expressway could ultimately be 10 lanes wide, with a right-of-way width of approximately 224 feet. The expressway would likely be constructed in phases and widened over time to respond to demand for increased capacity, as determined by traffic studies, and available funding.

- **Hammett Road:** The right-of-way width for Hammett Road north of Ciccarelli Road would measure 105 feet and would include 6 travel lanes (3 in each direction). A 12-foot Class I dual-use pedestrian/bicycle trail would be located within a 50-foot landscape buffer to the east. The total separation between new development and agriculture to the west of the Amendment Area would total 155 feet, inclusive of the landscape buffer. The right-of-way width for Hammett Road from Ciccarelli Road to Bacon would measure 81 feet and include 4 travel lanes (2 in each direction). A 12-foot Class I dual-use pedestrian/bicycle trail would be located within a 50-foot landscape buffer to the east. The total separation between new development and agriculture to its west inclusive of the right-of-way width and landscape buffer would be 131 feet.
- **4-Lane Backbone Roads:** The following roadways are classified as 4-Lane Backbone Roads: Dale Road, Stoddard Road, Quinturn Lane and Pirrone Road. Right-of-way width for these road segments measures 125 feet and includes either an 8-foot Class I dual-use bike trail and sidewalk or a 6-foot Class II bike lane and 5-foot separated sidewalk on each side of the street.
- **Sisk Road:** Sisk Road would measure 110 feet in total public right-of-way width. The current public right-of-way width for Sisk Road totals 50 feet. New development would improve 60 feet of new right-of-way width on the eastern side of the street.
- **Kiernan Avenue Parkway:** Kiernan Avenue west of Hwy. 99 from Hammett Road to the west property line of Salida Middle School would measure 81 feet in width and include 4 travel lanes. An 8-foot Class I dual-use bike trail and sidewalk would be located within a 31-foot landscape buffer to the south. Kiernan Avenue Parkway from the west property line of Salida Middle School to Toomes Road would measure 81 feet in width and include three travel lanes and a 5-foot separated sidewalk to the north. An 8-foot Class I dual-use pedestrian/bicycle trail would be located within a 31-foot landscape buffer.

- **Bacon Road:** Bacon Road right-of-way width would measure 72 feet and include four travel lanes and an 8-foot Class II dual-use bike path and sidewalk to the north.
- **Arborwood Road:** Arborwood Road right-of-way would measure 82 feet in width and include two travel lanes, a 5-foot Class II bike lane in each direction, and a 4-foot separated sidewalk on both sides of the street.
- **Toomes, Ciccarelli, Covert, and Finney:** Right-of-way for the named streets would measure 62 feet in width and include an 8-foot Class II bike lane, a 5-foot separated sidewalk on one side of the street, and an 8-foot Class I dual-use pedestrian/bicycle trail on one side of the street.
- **Industrial Collectors:** Right-of-way width for collector streets within land areas designated for planned industrial or business park land uses would total 80 feet and consist of 34 feet of travel lanes and a 6-foot attached sidewalk on each side of the centerline.
- **Right-of-way width for local residential streets serving more than 50 homes** would measure 56 feet and include a 5-foot separated sidewalk on both sides of the street. Right-of-way width for local residential streets serving fewer than 50 homes would measure 50 feet and include a 10-foot travel lane, an 8-foot parking lane, and a 4-foot attached sidewalk on each side of the street.

The Development Plans for new development shall specify the roadway classifications and standards required within each Development Plan boundary to ensure that the overall circulation network functions efficiently and effectively. Development Plans may include modifications or additions to the conceptual road standards noted above, with such modifications and additions subject to review and approval of County staff.

### **Neighborhood Parks and Trails**

**Neighborhood Parks.** Neighborhood parks are intended to serve residents within one-quarter to one-half mile, be within an appropriate walking or cycling distance, and be connected by a multi-use trail system where possible. The Stanislaus County Parks Development Plan suggests that neighborhood parks be provided at a ratio of at least three acres of park land for every 1,000 people. A population increase of 15,063 people is projected should the designated Low-Density, Medium-Density, and Medium High-Density new residential areas build-out within the Amendment Area to their maximum potential. If maximum build out were achieved, 45 acres of neighborhood parks would be needed to meet County standards. Satisfaction of park provision

requirements may also be met through payment of park in-lieu fees. However, given the need for local park facilities within local neighborhoods in the Amendment Area, it is anticipated that park requirements will be largely met through provision of park land. The Community Plan illustrates the general location of potential neighborhood park sites. Where possible, neighborhood parks are placed adjacent to new or existing schools. Co-location of parks and school facilities maximizes the recreational utility of both types of facilities; a full range of complementary recreational opportunities can be provided in one location. Neighborhood park land may also be designed to serve the dual-uses of recreation and temporary storm water detention. This approach improves land use efficiency.

**Trails.** Community Plan policy requires that new development incorporate multi-use trails, pedestrian corridors, and bicycle facilities. Development Plans for new development must incorporate such improvements to demonstrate that new development is meeting the intent of the Community Plan that significant alternative transportation opportunities be provided to maximize community interconnectedness. Priority should be placed on linking neighborhoods with local neighborhood parks, the Stanislaus River Park, school facilities, and major employment centers. The Development Plans must include policy and guidance for the location and standards of trails, pedestrian facilities, and bicycle facilities.

A regional trail spanning the length of the Stanislaus River Park is planned and would be a valuable asset. Class I or Class II bicycle lanes should be incorporated into the design of new arterial and major collector roadways. Separated dual-use Class I pedestrian/bicycle facilities should also be considered for inclusion in the design of such roadways.

### **Schools**

With the increase in population in the Salida community, new schools will be needed to serve new local residents. It is anticipated that up to three new elementary schools and one new middle school will be required. The Community Plan shows the general locations proposed for new elementary school and middle school sites. These schools would complement the new Joseph Gregori High School, the Modesto Christian School, and the Salida Middle School, each of which is located within the Amendment Area. Each of the new schools is planned to include active recreational playfields and other amenities that will substantially expand availability of recreation facilities within the community.

## **Public Utilities and Facilities**

New public services and facilities will be needed to support new development within the Amendment Area and may also provide benefit to the existing Salida community. Examples of new public utilities include wastewater treatment service and water service. Facilities include sheriff or fire stations, utility substations, or other utility improvements such as water or wastewater treatment facilities. While provisions have been made for the location of such facilities within the Amendment Area, the Board of Supervisors retains discretion to allow such facilities to be located outside the Amendment Area.

**Emergency Response.** Emergency response and law enforcement services are provided by the Salida Fire Protection District and the Stanislaus County Sheriff's Department respectively. An additional fire station site may be needed to adequately serve emergency response needs of the community. A new fire station site has been generally designated for a location on Stoddard Road north of Pirrone Road as shown on the Community Plan. Final determination of a fire station site is within the purview of the Salida Fire Protection District and Stanislaus County.

**Wastewater Treatment.** The existing Salida Wastewater Treatment Plant must be expanded or upgraded and/or a new plant constructed to provide treatment capacity for new development. The existing plant site is designated for residential use, but is considered a special treatment area within which continued operation and expansion of the plant is permitted. If an additional treatment plant is needed, it could be located nearly anywhere within the Amendment Area. New wastewater treatment plants can be designed to substantially reduce the types of nuisances normally associated with more traditional facilities (*i.e.* odors, noise, etc.) and to be very land use efficient. A new plant with capacity to accommodate the new development could be constructed on about 8-12 acres of land. This enables flexibility in locating a new treatment facility because potential land use incompatibility concerns are substantially reduced. Given current requirements of the California Regional Water Quality Control Board, new wastewater treatment facilities must meet stringent environmental standards.

Because water is a limited resource, it is likely that a new plant (and possibly any upgrade to the existing wastewater treatment plant) would be designed to treat wastewater to a tertiary level. A significant volume of recycled water will be produced. Recycled water may be used for a variety of applications such as landscape irrigation, toilet flushing, etc. Use of recycled water would reduce demand for ground or surface water, thereby reducing the impact of new development on existing water sources.



The precise location of a new wastewater treatment facility, if one is needed, will be identified and incorporated into the Development Plan which guides development for that location. The Development Plan must address land use compatibility issues and identify measures to avoid or substantially reduce incompatibilities should incompatibilities be identified.

**Water Supply.** An adequate water supply must be secured and demonstrated for development in accordance with applicable law.

2. Amendment to Land Use Element. General Plan, Chapter 1 Land Use Element, Section "Goals, Policies and Implementation Measures," Policy Twenty-Two, Implementation Measure 6 (page 1-13) is hereby amended as shown below:

Rezoning of property for development prior to: **1) annexation to a special district; or 2) inclusion of such property into a newly formed special district** that will provide urban services (i.e. sanitary sewer district, domestic water district, or community service district) shall be approved only if the US zoning district is used as a combining district **or comparable requirements are incorporated into a Community Plan District.**

***Responsible Departments: Planning Department, Planning Commission, Board of Supervisors***

3. Amendment to Land Use Element. General Plan, Chapter 1 Land Use Element, Section "Designations," subsection "Low-Density Residential," paragraph "Zoning" (page 1-19) is hereby amended as shown below:

**Zoning.** R-A (Rural Residential), and, R-1 (Single-Family Residential), **SCP-R-1-ST (Salida Community Plan, Single-Family Residential – Special Treatment Zone) and SCP-R-1 (Salida Community Plan, Single-Family Residential)** zones are appropriate within this designation. PD (Planned Development) zoning may also be appropriate, provided the development does not exceed the established building intensity of this designation. The use of the US (Urban Service) combining district in conjunction with any of the above zones would be appropriate for areas adjacent to unincorporated towns so that annexation to and service from the adjoining sanitary sewer district or community services district is required prior to development. Residential building intensity when served by a community services district or sanitary sewer district and public water district is zero to eight units per net acre. Building intensity for areas not served by public water and sewer service is zero to two units per net acre. Population density ranges from zero to 25 persons per net acre in areas served by public water and sewer and zero to six persons per net acre in other areas. Small second units, as permitted by State Law, may increase both the building intensity and the population density to a limited degree within this designation.

4. Amendment to Land Use Element. General Plan, Chapter 1 Land Use Element, Section "Designations," subsection "Medium-Density Residential," paragraph "Zoning" (page 1-19) is hereby amended as shown below:

**Zoning.** The R-2 (Medium-Density Residential) and **SCP-R-2 (Salida Community Plan, Medium Density Residential)** zones ~~is~~**are** appropriate within this designation. PD (Planned Development) zoning may also be appropriate provided the development does not exceed the established building intensity of this designation. PD zoning which allows sewage generated on site to be metered into the disposal system during non-peak hours is encouraged in communities with limited system capacity. Residential building intensity varies from zero to 14 units per net acre. Population density ranges from zero to 45 persons per net acre.

5. Amendment to Land Use Element. General Plan, Chapter 1 Land Use Element, Section "Designations," subsection "Medium High-Density Residential," paragraph "Zoning" (page 1-20) is hereby amended as shown below:

**Zoning.** The R-3 (Multiple-Family Residential) and **SCP-R-3 (Salida Community Plan, Multiple Family Residential)** zones ~~is~~**are** appropriate within this designation. PD (Planned Development) zoning may also be appropriate provided the development does not exceed the established building intensity of this designation. PD zoning which allows sewage generated on site to be metered into the disposal system during non-peak hours is encouraged in communities with limited system capacity. Residential building intensity varies from zero to 25 units per net acre. Population density ranges from zero to 85 persons per net acre.

6. Amendment to Land Use Element. General Plan, Chapter 1 Land Use Element, Section "Designations," subsection "Commercial," paragraph "Zoning" (page 1-20) is hereby amended as shown below:

**Zoning.** C-1 (Neighborhood Commercial), C-2 (General Commercial), and H-1 (Highway Frontage Commercial), **SCP-C-1 (Salida Community Plan, Neighborhood Commercial)** and **SCP-C-2 (Salida Community Plan, General Commercial)** zones shall be considered consistent with this designation. PD (Planned Development) zoning may also be appropriate provided the development does not exceed the established building intensity of this designation. The building intensity shall be determined by Zoning Ordinance development standards for setback, landscaping, height, parking and other requirements except that residential building intensity shall not exceed 25 units per net acre. In no case shall buildings exceed 75 feet in height, nor shall they cover so much of the lot that insufficient area remains for parking, landscaping, etc. In commercial zones which allow dwelling units, population density can range from zero to 85 persons per net acre.

7. Amendment to Land Use Element. General Plan, Chapter 1 Land Use Element, Section "Designations," subsection "Planned Industrial," paragraph "Zoning" (page 1-22) is hereby amended as shown below:

**Zoning.** Building intensity will be determined by the County on an individual basis; depending upon the nature and location of the proposed planned development; no buildings shall cumulatively occupy more than 70% of the area of any parcel. Population density is almost nonexistent as only one

residential unit per parcel is allowed if it is secondary to the industrial use of the property. The A-2 (General Agriculture), PI (Planned Industrial), LI (Light Industrial), IBP (Industrial Business Park), **SCP-PI (Salida Community Plan, Planned Industrial)** and all industrial or business park-related PD (Planned Development) zones shall be consistent with this designation.

8. Amendment to Land Use Designations. A new land use designation is hereby added to the General Plan, Chapter 1 Land Use Element, Section "Designations," immediately following the existing Industrial Transition designation on page 1-23, as shown below:

### **BUSINESS PARK**

**Intent.** The intent of this designation is to accommodate development of modern, employment-intensive uses within the Salida Community Plan. Principal development and employment-generating uses allowed within this designation are characterized by research, product development, professional office, commercial, and business services. A full range of other uses may be permitted within the Business Park designation in conformance with the trends of successful contemporary business parks in northern California.

**Zoning.** The SCP-IBP (Salida Community Plan, Industrial Business Park) and PD (Planned Development) zones shall be consistent with this designation.

**Appropriate Locations.** Appropriate location for the Business Park designation is within the Salida Community Plan Amendment Area.

9. Amendment to Housing Element text regarding Salida development potential. General Plan Housing Element, Section V Housing Production Opportunities/Resources, Residential Development Potential Salida, page 6-71 is hereby amended as shown below:

Salida continues to be a growing community. With extensive areas approved for Planned Development during the last decade, the community has reached an approximate population of 14,000. ~~The community services district, as well as p~~Project proponents and Stanislaus County are currently processing a development proposal that includes area for ~~4,193~~ **5,000** dwelling units within the residential designated area. ~~This project should come online prior to the end of the planning period.~~ The older portion of Salida is within the Stanislaus County Redevelopment Project.

General Plan Designation	Zoning	Number of Parcels	Number of Acres	Density Range	Availability of Services	Est. D.U. Capacity
P-D	P-D	1	12.03	0-5 units/acre	Water/sewer	66
Agriculture	A-2	6	267.14	0-6 units/acre	Water/sewer	1,193
Low-Density Residential	SCP-R-1 and SCP-ST	22  (approximately)	791	0-8	Water/sewer	2,754
Medium-Density Residential	SCP-R-2	5  (approximately)	187	0-14	Water/sewer	1,306
Medium High-Density Residential	SCP-R-3	4  (approximately)	57	0-25	Water/sewer	940
Total						4,259  5,066

#### Section 4. County Code Amendments.

Text to be inserted in the County Code is indicated in **bold** type, while text to be deleted is indicated in ~~strikeout~~. Text in standard type currently appears in the County Code, is not amended by this Initiative, and is shown for reference purposes. To avoid confusion, headings or text that presently appear in **bold** in the existing County Code are shown here as underline type.

The County Code is hereby amended as follows:

A. Amendment to County's Salida Community Zoning District Map.

In order to update the zoning district map for the Amendment Area to reflect the change in zoning designations, the Zoning district map is hereby amended as shown on attached Exhibit E-1.

B. Addition of Salida Community Plan Zoning District.

1. Amendment to list of zoning chapters in the Zoning Ordinance.

Stanislaus County Code Title 21, Zoning, Chapters, is hereby amended as shown below:

**21.66 SALIDA COMMUNITY PLAN DISTRICT OR SCP DISTRICT**

2. Amendment to zoning designations in the Zoning Ordinance.

Zoning Ordinance Chapter 21.16, Districts Generally, Section 21.16.010 Designated, is hereby amended as shown below:

The several districts are as follows:

- A. General agriculture district or A-2 district;
- B. Rural residential district or R-A district;
- C. Single-family residential district or R-1 district;
- D. Medium-density residential district or R-2 district;
- E. Multiple-family residential district or R-3 district;
- F. Planned development district or P-D district;
- G. Planned industrial district or PI district;
- H. Historic site district or HS district;
- I. Highway frontage district or H-1 district;
- J. Neighborhood commercial district or C-1 district;
- K. General commercial district or C-2 district;
- L. Industrial district or M district;
- M. Limited industrial district or LM district;
- N. Urban service district or US district;
- O. Specific plan district or S-P district;
- P. Salida Community Plan district or SCP district.**

3. Addition of County Code Chapter 21.66.

Chapter 21.66 is hereby inserted into the County Code, as follows:

**Chapter 21.66        Salida Community Plan district or SCP district**

**§ 21.66.010    Purpose.**

The SCP District is intended to implement the General Plan's stated vision for the development of the Salida Community Plan Amendment Area. The SCP District shall encourage the use of flexible development standards designed to ensure the development of the District as a master planned community. The general development standards applicable to the SCP District are defined below. Specific development standards designed for the SCP shall be implemented pursuant to discretionary non-legislative Development Plan(s) prepared according to the regulatory zoning parameters described in this Chapter. Any conditional use permit issued pursuant to this Chapter is a non-legislative approval.

**§ 21.66.020    SCP District and Sub-Districts.**

(A)    The SCP District shall be applied to all parcels within the defined Amendment Area for the Salida Community Plan pursuant to the County of Stanislaus Roadway Improvement, Economic Development and Salida Area Farmland Protection and Planning Initiative.

(B)    **SCP Sub-Zoning Districts.** Within the SCP District, nine (9) separate sub-zoning districts are established:

1.    **Salida Community Plan District, Low-Density Residential Zone (SCP-R-1)**
2.    **Salida Community Plan District, Medium-Density Residential Zone (SCP-R-2)**
3.    **Salida Community Plan District, Multiple-Family Residential Zone (SCP-R-3)**
4.    **Salida Community Plan District, Single-Family Residential – Special Treatment Zone (SCP-R-1-ST)**
5.    **Salida Community Plan District, Neighborhood Commercial Zone (SCP-C-1)**
6.    **Salida Community Plan District, General Commercial Zone (SCP-C-2)**
7.    **Salida Community Plan District, Planned Industrial Zone (SCP-PI)**
8.    **Salida Community Plan District, Industrial Business Park Zone (SCP-IBP)**
9.    **Salida Community Plan District, General Agriculture Zone (SCP-A-2)**

**§ 21.66.030 SCP District Standards.**

**(A) Allowable land uses.** The uses of land that may be allowed within the SCP District and each of its sub-districts shall be in accordance with the development standards set forth in this Section 21.66.030. The maximum number of residential dwelling units located on lands designated SCP-R-1, R-2, R-3 by the County of Stanislaus Roadway Improvement, Economic Development and Salida Area Farmland Protection and Planning Initiative is limited to 5,000 units.

**(B) Development standards.** Proposed development and new land uses within the SCP District and applicable sub-districts shall comply with the development standards identified for the specific site in the applicable Development Plan, in compliance with Section 21.66.040 and the following:

- 1. SCP District, Low-Density Residential Zone (SCP-R-1) development-type standards.** Subdivisions, new land uses and structures, and changes and alterations to existing land uses and structures designated in the Salida Community Plan as SCP-R-1 shall be designed, constructed, and/or established consistent with the R-1 District standards contained in Chapter 21.28 except that the height limit, building site, lot coverage, and yard standards contained in Sections 21.28.040, 21.28.050, 21.28.060, and 21.28.070 of the Stanislaus County Code Title 21, Zoning, respectively, are modified as shown in Table 1 — Salida Community Plan District, Low-Density Residential Zone (SCP-R-1) Standards.
- 2. SCP District, Medium-Density Residential Zone (SCP-R-2) development-type standards.** Subdivisions, new land uses and structures, and changes and alterations to existing land uses and structures designated in the Salida Community Plan as SCP-R-2 shall be designed, constructed, and/or established consistent with the R-2 District standards contained in Chapter 21.32 except that the height limit, building site, lot coverage, and yard standards contained in Sections 21.32.040, 21.32.050, 21.32.060, and 21.32.070 of the Stanislaus County Code Title 21, Zoning, respectively, are modified as shown in Table 2 — Salida Community Plan District, Medium-Density Residential Zone (SCP-R-2) Standards.
- 3. SCP District Multiple-Family Residential Zone (SCP-R-3) development-type standards.** Subdivisions, new land uses and structures, and changes and alterations to existing land uses and structures designated in the Salida Community Plan as SCP-R-3 shall be designed, constructed, and/or established consistent with the R-3 District standards contained in Chapter 21.36 except that the height limit, building site, lot coverage, and yard standards contained in Sections 21.36.040, 21.36.050, 21.36.060, and 21.36.070 of the Stanislaus County Code Title 21, Zoning, respectively, are modified as shown in Table 3 — Salida Community Plan District, Multiple-Family Residential Zone (SCP-R-3) Standards.
- 4. SCP District Single-Family Residential - Special Treatment Zone (SCP-R-1-ST) development-type standards.** Subdivisions, new land uses and

**structures, and changes and alterations to existing land uses and structures designated in the Salida Community Plan as SCP-R-1-ST shall be designed, constructed, and/or established consistent with the standards set forth in the SCP-R-1 Zone.**

**The SCP-R-1-ST zone is intended to provide for residential use, or other alternative uses, of the parcels owned by the Salida Sanitation District on which it operates the Salida Wastewater Treatment Plant and associated ancillary improvements. The regulations set forth in this zone shall apply only to the subject parcels.**

**This zone explicitly allows for the continued operation of the existing Salida Wastewater Treatment Plant and for its modification/expansion as necessary over time to meet the needs of the Salida Sanitation District.**

**Should the Salida Sanitation District determine that its existing or future operations do not require the use of vacant land within the subject parcels, vacant lands may be utilized for single-family residential development. In the event that site conditions, environmental constraints, or other factors limit the potential of the vacant land for residential development, other appropriate land uses may be considered.**



**Table 1 — Salida Community Plan District, Low-Density Residential Zone (SCP-R-1) Standards**

Lot Type	SCP-R-1		
	5,000 S.F. and greater	6,000 S.F. and greater	7,000 S.F. and greater
<b>Minimum Lot Area [1]</b>	5,000 S.F.	6,000 S.F.	7,000 S.F.
<b>Minimum Lot Width [2]</b>			
<b>Interior Lot</b>	40'	50'	60'
<b>Corner Lot</b>	45'	55'	70'
<b>Minimum Lot Depth</b>	90'	90'	100'
<b>Minimum Front Setbacks [3]</b>			
<b>Porch</b>	10'	10'	10'
<b>Living Area</b>	15'	15'	15'
<b>Forward Garage [4]</b>	18'	20'	20'
<b>Swing-in Garage [5]</b>	15'	15'	15'
<b>Minimum Rear Setbacks [3]</b>			
<b>Typical</b>	12'	12'	15'
<b>Detached Garages</b>	2'	2'	2'
<b>Detached Garage with Living Space Above [4]</b>	n/a	5'	6'
<b>Rear-Loaded Garage Door (alley configuration) [4]</b>	4'	4'	4'
<b>Minimum Side Setbacks [3, 6]</b>			
<b>Interior Side</b>	5'	5'	6'
<b>Detached Garage</b>	5'	5'	6'
<b>Corner Side Yard</b>			
<b>Porch</b>	10'	10'	10'
<b>Living Area</b>	10'	10'	15'
<b>Forward Garage [4]</b>	20'	20'	20'
<b>Minimum Distance Between Structures [6]</b>			
<b>Between Structures on Adjacent Lots</b>	10'	10'	12'
<b>Between Unit and Detached Garage on Same Lot</b>	6'	6'	6'
<b>Maximum Building Height [7]</b>			
<b>Primary Building</b>	40' (2.5 Stories Max.)	40' (2.5 Stories Max.)	40' (2.5 Stories Max.)
<b>Accessory Structure or Detached Garage</b>	15' Max.) (1 Story	35' Max.) (2 Stories	35' (2 Stories Max.)
<b>Parking</b>			
<b>Off-Street</b>	2 spaces in garage	2 spaces in garage	2 spaces in garage
<b>On-Street [8]</b>	1 space per unit	1 space per unit	1 space per unit

**General SCP- R-1 Setback Notes:**

[1] Lots may exceed the minimum square foot lot size area; however, oversized lots are subject to the development standards required for the specific neighborhood/housing type in which they are located.

[2] Minimum lot width is to be measured at front setback.

[3] All setbacks are from associated property lines.

[4] Setbacks to garages are measured to the garage wall plane.

[5] Swing-in garages should not be used on lots less than 55' wide.

[6] Acceptable encroachments include fireplaces, media niches, roof overhangs, and architectural projections as long as Uniform Building Code is met.

[7] A 2.5-story residence is defined as a two-story home with third-story element(s).

[8] Parking spaces on driveways 18' or longer may be counted toward the on-street parking requirement.

**Table 2 — Salida Community Plan District, Medium-Density Residential Zone (SCP-R-2) Standards**

Land Use Designation	SCP-R-2		
	Small Lot Single-Family (Conventional Loaded)	Small Lot Single-Family (Rear-Loaded)	Duets
Minimum Lot Area [1]	2,400 SF	2,000 SF	3,000 SF/unit
Minimum Lot Width [2]			
Interior Lot	40'	30'	40' per unit
Corner Lot	46'	36'	46'
Minimum Lot Depth	60'	60' for private street 70' for alley easement	60'
Minimum Front Setbacks [3]			
Porch	10'	10'	10'
Living Area	10'	10'	10'
Forward Garage [4]	18'	n/a	18'
Minimum Rear Setbacks [3, 6]			
Living Area	10'	4' for private street 14' for alley easement	10'
Rear-Loaded Garage Apron	n/a	4'	4'
Detached Garages	n/a	5'	5'
Rear-Loaded Garage Door (alley configuration) [4]	n/a	4' for private street 14' for alley easement	4' for private street 14' for alley easement
Minimum Side Setbacks [3, 5, 6]			
Interior Side Yard	4'	4'	0'4'
Corner Side Yard			
Porch	10'	10'	10'
Living Area	10'	10'	10'
Forward Garage	18'	n/a	18'
Minimum Distance Between Structures [5]			
Between Structures on Adjacent Lots	8'	8'	0'8'
Between Unit and Detached Garage on Same Lot	n/a	10'	10'
Maximum Building Height	40' (2.5 Stories Max.)	40' (2.5 Stories Max.)	40' (2.5 Stories Max.)
Parking			
Off-Street	2 spaces in garage	2 spaces in garage	2 spaces in garage
On-Street	1 space per unit	1 space per unit	1 space per unit

**General SCP-R-2 Setback Notes:**

- [1] Lots may exceed the minimum square foot lot size area; however, oversized lots are subject to the development standards required for the specific neighborhood/housing type in which they are located.**
- [2] Minimum lot width is to be measured at front setback.**
- [3] All setbacks are from associated property lines.**
- [4] Setbacks to garages are measured to the garage wall plane.**
- [5] Acceptable encroachments include fireplaces, media niches, roof overhangs, and architectural projections as long as Uniform Building Code is met.**
- [6] Rear and side setbacks may be modified with County approval for innovative architecture and land plans.**

**Table 3 — Salida Community Plan District, Multiple-Family Residential Zone (SCP-R-3) Standards**

Land Use Designation	SCP-R-3
	Rowhouses/Townhomes/Apartments/Condominiums
<b>Minimum Front Setbacks/Corner Side [1] Porch</b>	10'
<b>Living Area</b>	10'
<b>Forward Garage [2]</b>	5' or 18'+
<b>Minimum Rear Setbacks [1, 4, 5] Front-Loaded Units</b>	10'
<b>Rear-Loaded Units [2]</b>	4' for private street 14' for alley easement
<b>Minimum Distance Between Structures [3, 4, 5]</b>	
Primary Wall to Primary Wall	20'
Primary Wall to Secondary Wall	20'
Secondary Wall to Secondary Wall	15'
<b>Maximum Building Height</b>	
Rowhouses and Townhomes	40' (3 stories max.)
Apartments and Condominiums	40' (3 stories max.)
<b>Parking</b>	
Off-Street	
<i>Apartments and Condominiums</i>	1 uncovered space for each 1 bedroom unit, 1.5 spaces for each 2 and 3 bedroom unit
<i>Rowhouses/Townhouses</i>	2 covered spaces
Guest Parking	0.25 space per unit

**General SCP-R-3 Setback Notes:**

[1] All setbacks are from associated property lines.

[2] Setbacks to garages are measured to the garage wall plane.

[3] Acceptable encroachments include fireplaces, media niches, and roof overhangs as long as Uniform Building Code is met.

[4] Where appropriate, reciprocal easements may be used to satisfy rear or side yard requirements.

[5] Rear and side setbacks may be modified with County approval for innovative architecture and land plans.

[6] Primary walls are defined as building facades with one or more unit entries. Secondary walls are defined as building facades without unit entries.

5. **SCP District Neighborhood Commercial Zone (SCP-C-1) development-type standards.** Subdivisions, new land uses and structures, and changes and alterations to existing land uses and structures designated in the Salida Community Plan as SCP-C-1 shall be designed, constructed, and/or established consistent with the C-1 District standards contained in Chapter 21.52.
6. **SCP District General Commercial Zone (SCP-C-2) development-type standards.** Subdivisions, new land uses and structures, and changes and alterations to existing land uses and structures designated in the Salida Community Plan as SCP-C-2 shall be designed, constructed, and/or established consistent with the C-2 District standards contained in Chapter 21.56.
7. **Salida Community Plan District, Planned Industrial Zone (SCP-PI) development-type standards.** Subdivisions, new land uses and structures, and changes and alterations to existing land uses and structures designated in the Salida Community Plan as SCP-PI shall be designed, constructed, and/or established consistent with the PI District standards contained in Chapter 21.42.
8. **Salida Community Plan District, Industrial Business Park Zone (SCP-IBP) development-type standards.** Subdivisions, new land uses and structures, and changes and alterations to existing land uses and structures designated in the Salida Community Plan as SCP-IBP shall be designed, constructed, and/or established consistent with the IBP District standards contained in Chapter 21.61, except upon making the findings set forth in Section 21.66.060(B), the Board of Supervisors may consider the range of permitted land uses specifically set forth in Title 21. This is intended to allow flexibility in approving uses as the market for modern business parks evolves with time.
9. **Salida Community Plan District, General Agriculture Zone (SCP-A-2) development-type standards.** This designation applies solely to the Stanislaus River Park. Subdivisions, new land uses and structures, and changes and alterations to existing land uses and structures designated in the Salida Community Plan as SCP-A-2 shall be designed, constructed, and/or established consistent with the A-2 District standards contained in Chapter 21.20 except that active recreational facilities may also be approved as a conditional use. A Development Plan for the Stanislaus River Park will be required and used as a primary park implementation tool.

(C) Notwithstanding the development standards otherwise set forth in this Section, restrictions of the A-2 Agriculture District shall apply to lands within the SCP District that are subject to existing Williamson Act contracts for the term of the applicable contract and the uses of the A-2 Agriculture District shall be permitted uses for the term of the existing Williamson Act contract. It is the express intent of the SCP District that all lands subject to Williamson Act contracts remain in the Agricultural Preserve and there is no intent to remove such lands from the Agricultural Preserve, to trigger a notice of non-renewal, or

impair any contract. No provision of the SCP District is intended to modify any provision of Subdivision Map Act that restricts the subdivision of lands subject to Williamson Act contracts. Nothing herein shall preclude a landowner from filing a notice of non-renewal or requesting cancellation of a Williamson Act contract in accordance with state law or cancellation or removal through other lawful methods.

(D) To allow for the implementation of contemporary zoning standards, a limited amount of flexibility is built into the development standards established for the SCP-R-1, R-2, R-3 and SCP-R-1-ST Zones, which may be implemented through adoption of alternative development standards with approval of the non-legislative Development Plan, upon a finding by the Board of Supervisors that:

1. The alternative development standard substantially conforms to the General Plan and Salida Community Plan.
2. The alternative development standard facilitates flexibility in the types of housing products that may be constructed creating a greater mix of housing and better meeting the housing needs of the County's residents.

(E) To allow for the implementation of contemporary zoning standards, a limited amount of flexibility is built into the development standards for the SCP-C-1, SCP-C-2, SCP-PI, and SCP-IBP Zones which may be implemented through adoption of alternative development standards with approval of the non-legislative Development Plan, upon a finding by the Board of Supervisors that:

1. The alternative development standard substantially conforms to the General Plan and Salida Community Plan.
2. The alternative development standard facilitates flexibility in the type of buildings which may be constructed and contributes to the vibrancy of retail, business park, and industrial park land uses.
3. The project meets high standards and is of high quality.

**§21.66.040 Procedure.**

(A) A proposed Development Plan for any defined area within the SCP District shall be submitted to County staff for review and recommendation by the Planning Commission and approval by the Board of Supervisors. The following information shall be provided at a minimum:

1. Proposed land uses. The distribution, location, and extent (e.g., density, intensity, etc.) of land uses proposed within the area covered by the Development Plan, including open space areas;
2. Infrastructure. A description of the major components of public and private facilities, including circulation/transportation, energy, sanitary sewage, solid waste disposal, water, storm water drainage, and other essential facilities proposed to be located within the Development Plan area and needed to support the proposed land uses;
3. Land use and development standards. Criteria, guidelines, and standards by which development would proceed, and standards for the conservation, development, and utilization of natural resources, where applicable;

4. **Implementation measures.** A program of implementation measures and environmental mitigation measures, including regulations, programs, public works projects, and financing measures necessary to carry out the proposed land uses, infrastructure, and development and conservation standards and criteria;
5. **Relationship to General Plan.** A discussion of the relationship of the Development Plan to the objectives, policies, general land uses, and programs of the General Plan.

Following a public hearing, the Planning Commission shall make a recommendation to the Board of Supervisors based on substantial consistency with the General Plan and this Chapter and a review of the environmental impacts of the plan, the appropriateness and interrelationship of the proposed uses, any effects on traffic circulation due to development of the plan, the quality of the suggested site plan design, and other details of the proposed Development Plan. In considering the Development Plan at its public hearing, the Commission shall also determine its appropriateness based on its ability to meet the purpose of this Chapter. A favorable recommendation must include the findings listed in this Chapter for the Development Plan and any proposed conditions. At its public hearing, the Board may decide to approve, conditionally approve, or deny the Development Plan or return the matter to the Planning Commission for further evaluation.

(B) Following approval of a Development Plan, all development subject to the Development Plan shall be in substantial conformance with the approved Development Plan and the conditions thereof.

**§ 21.66.050 Relationship to Land Subdivision.**

In situations where a tentative map or parcel map is undertaken in conjunction with the approval of the Development Plan, such subdivision and approval may be processed concurrently.

**§ 21.66.060 Findings Required.**

(A) The Planning Commission, prior to recommending the Development Plan to the Board of Supervisors, and the Board of Supervisors, prior to the Board's approval of the Development Plan, shall make the following findings, based on substantial evidence in the entire administrative record:

1. The Development Plan is substantially consistent with the requirements of the General Plan of the County;
2. The Development Plan is substantially consistent with the requirements of this Chapter.

(B) Prior to approving additional uses in the SCP-IBP Zone that are not currently contained in Chapter 21.61; the Board of Supervisors, based on substantial evidence in the entire administrative record, shall make the following findings:

1. The use would not significantly detract from the Salida Community Plan's goal of creating a vibrant employment center within land designated for job creation;
2. The use would enhance the vibrancy of the business park land and would strengthen the live-work environment for the entire Salida Community Plan.

**§ 21.66.070 Lapse of Approval.**

A Development Plan shall expire 5 years, or any term otherwise approved by a Development Agreement, after the date of its approval, unless there has been activity within the area covered by the Development Plan (e.g., a use permit has been approved or a building permit issued for any development phase contemplated by the Development Plan), an extension has been granted, or as otherwise provided by a development agreement.

**§ 21.66.080 Extension and Renewal.**

A Development Plan approval may be extended by the Planning Director for a two-year period without notice or public hearings, if the required findings remain valid.

**§ 21.66.090 Plan Modifications.**

A request for modifications to the final development or any conditions of approval thereof shall be treated as a new application, unless the Planning Director finds that the changes proposed are minor in the context of the overall Development Plan and are consistent with the intent of the original approval.

**§ 21.66.100 Urban Services Required.**

Prior to development of any of the uses permitted in the SCP District, the property to be developed shall be annexed to an existing district or included within a new district, and receive service from a sanitary district, water district, and/or community services district.

**§ 21.66.110 Salida Community Plan Fee.**

The Board of Supervisors, after adoption of the County of Stanislaus Roadway Improvement, Economic Development and Salida Area Farmland Protection and Planning Initiative, may impose a Salida Community Plan fee upon persons seeking governmental approvals within the SCP District. The fees shall be established so that they defray, but do not exceed, the cost of preparation, election or adoption, and administration, plus interest, of the County of Stanislaus Roadway Improvement, Economic Development and Salida Area Farmland Protection and Planning Initiative and implementation of the Salida Community Plan. The costs shall include, but not be limited to, the actual County costs, third-party consultant costs, and reasonable costs paid and incurred by the proponents of the County of Stanislaus Roadway Improvement, Economic Development and Salida Area Farmland Protection and Planning Initiative which the Board of Supervisors agrees are reimbursable. As nearly as can be estimated, the fee charged shall be a prorated amount in accordance with the applicant's relative benefit derived from the Salida Community Plan and SCP District zoning. It is the intent in providing for such fees to charge persons who benefit from the Salida Community Plan for the costs of developing and implementing the Salida Community Plan and advocating changed land uses which are authorized pursuant to the Salida Community Plan and SCP District zoning.



## **Section 5. Development Agreement.**

Attached as Exhibit F is a Development Agreement between the County and the holders of legal or equitable interests in the real property described in the DA Exhibit A-2 to the Development Agreement. In order to implement the provisions of this Initiative, and pursuant to the authority of Government Code Section 65867.5 specifying that a development agreement is a legislative act, the Development Agreement attached as Exhibit F is hereby adopted as an ordinance of the County and approved. Not later than ten (10) days following the later of the effective date of this Initiative, or the General Plan amendments set forth in this Initiative, the County shall complete the intentionally omitted information in the Introductory Paragraph of the Development Agreement and County shall execute and record the Development Agreement in the Official Records of Stanislaus County for each Applicant that has executed and acknowledged the Development Agreement.

## **Section 6. Exemptions for Certain Projects.**

This Initiative shall not apply to any of the following: (1) any project that has obtained as of the effective date of this Initiative a vested right pursuant to state or local law; and (2) any land that, under state or federal law, is beyond the power of the local voters to affect by the initiative power reserved to the people under the California Constitution.

## **Section 7. Implementation of This Initiative.**

- A. Upon the effective date of this Initiative, the provisions of Section 3 of this Initiative are hereby inserted into the General Plan; except that if the four amendments of the mandatory elements of the General Plan permitted by state law for any calendar year have already been utilized in the year in which this Initiative becomes effective, the General Plan amendments set forth in this Initiative shall be the first amendments inserted into the General Plan on January 1 of the next year.
- B. Upon the effective date of this Initiative, the provisions of Section 4 of this Initiative are hereby adopted as an ordinance of the County and inserted into the County Code. Upon the effective date of this Initiative, any provisions of the County Code, as reflected in the Code itself or the County's zoning map, that are inconsistent with the General Plan amendments adopted by this Initiative, shall not be enforced. However, in no event shall the County Code amendments set forth in this Initiative become effective prior to effectiveness of this Initiative's General Plan amendments.
- C. Additional approvals and permits beyond the scope of this Initiative (e.g., subdivision maps and building permits) will be needed for individual projects within Development Plan areas to develop. Nothing in this Initiative is intended to remove the legal requirement that the County and all responsible agencies fully comply with the California Environmental Quality Act before taking action on such subsequent approvals and permits needed for development to occur within the Amendment Area. Therefore, the people of Stanislaus County direct the County to immediately commence, and continue with due diligence until completed, all processes and approvals that are within the County's inherent powers and are necessary to develop the projects within the Amendment Area.
- D. Upon the effective date of this Initiative, County staff is directed to take promptly such administrative and clerical steps as may be required to implement this Initiative, including but not limited to revising any General Plan or County Code figures or tables.
- E. The Stanislaus County General Plan in effect at the time the Notice of Intent to circulate this Initiative was submitted to the Stanislaus County Registrar of Voters on May 21, 2007

(the "Submittal Date"), and the General Plan as amended by this Initiative, comprise an integrated, internally consistent, and compatible statement of policies for the County. In order to ensure that the General Plan remains an integrated, internally consistent, and compatible statement of policies for the County as required by state law and to ensure that the actions of the voters or the County Board of Supervisors in enacting this Initiative are given effect, any provision of the General Plan that is adopted between the Submittal Date and the date that the General Plan is amended by this Initiative shall, to the extent that such interim-enacted provision is inconsistent with the General Plan provisions adopted by Section 3 of this Initiative, be amended as soon as possible and in the manner and time required by state law to ensure consistency between the provisions adopted by this Initiative and other elements of the General Plan provided, however, that such amendments shall be limited to only those minimum modifications required to ensure that the General Plan remains an integrated, internally consistent, and compatible statement of policies for the County.

- F. To the extent permitted by law, the voters of the County hereby authorize and direct the County to amend any elements or provisions of the General Plan and County Code, including all exhibits and figures, and all other County ordinances, policies, and implementation programs or policies, as soon as possible, in order to implement this Initiative and to ensure consistency and correlation between this Initiative and other elements of the General Plan and County Code. The preceding sentence shall be interpreted broadly pursuant to *Pala Band of Mission Indians v. Board of Supervisors* (1997) 54 Cal.App.4th 565, to promote the requirement that a general plan constitute an integrated and consistent document.
- G. In the event another ballot measure (the "Competing Initiative") appears on the same ballot as this Initiative that seeks to adopt, impose, or amend any limitations or restrictions, or other regulations or requirements, including, without limitation, those with respect to the actions authorized by this Initiative, that differ in any respect to or supplement, those contained in this Initiative, the voters declare their intention that, if both the Competing Initiative and this Initiative receive a majority of votes cast, the Competing Initiative and this Initiative be fully adopted except to the extent that specific provisions contained in each measure are deemed to be in direct conflict with each other on a "provision by provision" basis pursuant to *Yoshisato v. Superior Court* (1992) 2 Cal.4th 978. With respect to any such directly conflicting provisions, the specific provisions of the initiative receiving the greater number of votes will prevail.
- H. The County shall reorganize, reorder, and renumber the General Plan and the County Code as necessary to further the purposes of this Initiative.

#### **Section 8. Miscellaneous.**

- A. This Initiative shall be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Initiative. The voters hereby declare that this Initiative, and each section, sub-section, sentence, clause, phrase, part, or portion hereof would have been adopted or passed irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases, part, or portion is found to be invalid. If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity shall not affect any application of this Initiative that can be given effect without the invalid application.

- B. This Initiative shall be broadly construed in order to achieve the purposes stated in this Initiative. It is the intent of the voters that the provisions of this Initiative be interpreted or implemented by the County and others in a manner that facilitates the purposes set forth herein.
- C. If any portion of this Initiative is held by a court of competent jurisdiction to be invalid, we the People indicate our strong desire that: (i) the Board of Supervisors use its best efforts to sustain and reenact that portion, and (ii) the Board of Supervisors implement this Initiative by taking all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Initiative, and then adopting or reenacting such portion as necessary or desirable to permit the planning and development of the Project.
- D. Until the term of the Development Agreement expires as provided in Section 1.04 thereof and except as specifically provided for otherwise in this Initiative, this Initiative may be amended or repealed, to the extent permitted by law, only by a majority of the voters of the County voting in an election held in accordance with state law. Following expiration of the Development Agreement, this Initiative may be amended or repealed by any procedure authorized by state and local law.
- E. Nothing in this Initiative may be construed to preclude, prohibit, or limit the County from complying with any requirements under State Housing Law. To the extent that any provision of this Initiative can be read to conflict with the State Housing Law, it must be interpreted to allow for compliance with State Housing Law, consistent with the effectuation of all the purposes and provisions of the Initiative.

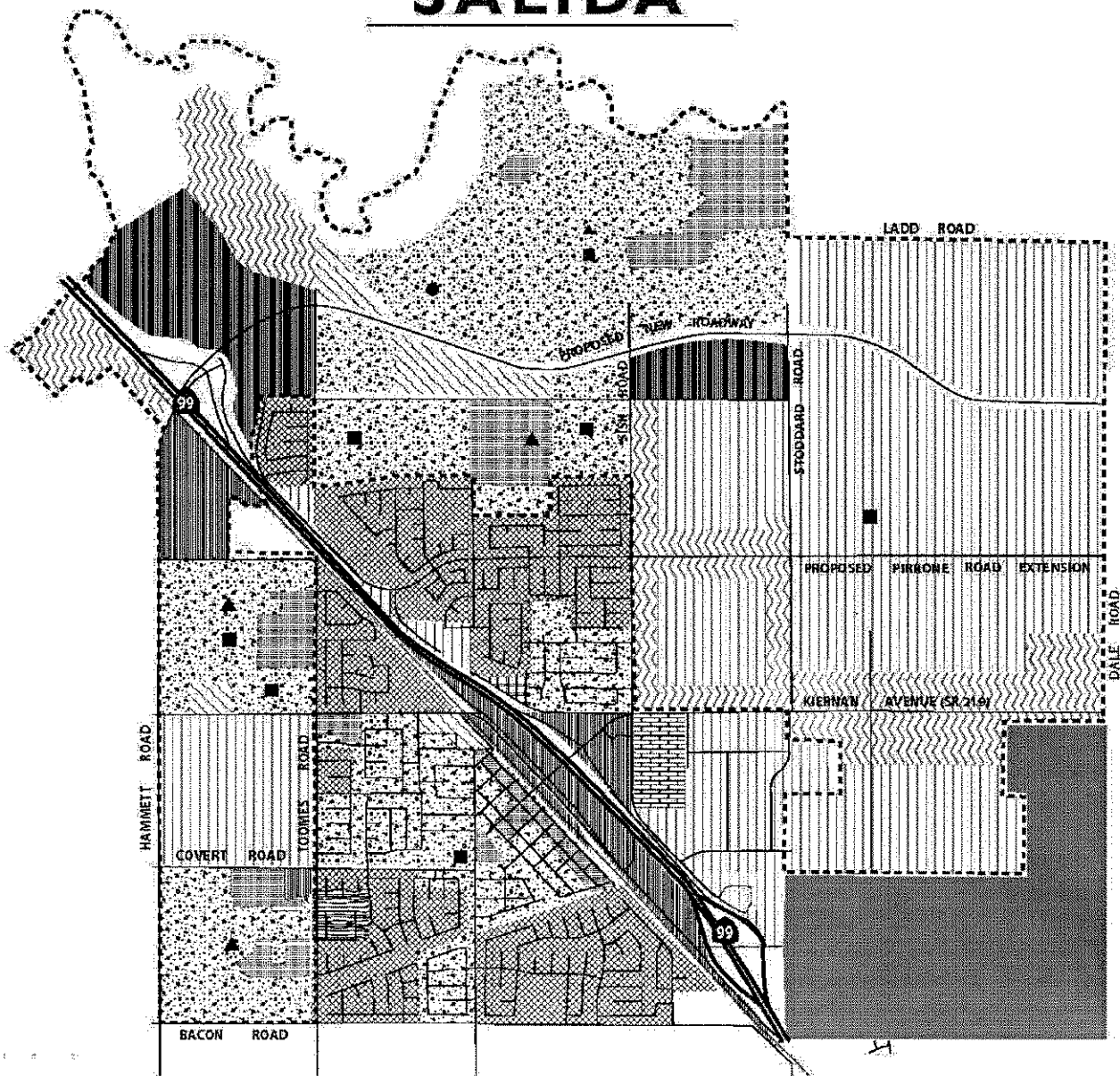
## **Section 9. Exhibits.**

The following exhibits are attached to this Initiative and incorporated herein for all purposes:

- Exhibit A-1 General Plan Salida Land Use Diagram (As Amended)
- Exhibit A-2 General Plan Salida Land Use Diagram (Existing)
- Exhibit B-1 Salida Community Plan Map (As Amended)
- Exhibit B-2 Salida Community Plan Map (Existing)
- Exhibit C-1 General Plan Circulation Diagram, Figure 2-2 (As Amended)
- Exhibit C-2 General Plan Circulation Diagram, Figure 2-3 (As Amended)
- Exhibit C-3 General Plan Circulation Diagram, Figure 2-2 (Existing)
- Exhibit C-4 General Plan Circulation Diagram, Figure 2-3 (Existing)
- Exhibit D-1 Salida Residential Development Potential Map (As Amended)
- Exhibit D-2 Salida Residential Development Potential Map (Existing)
- Exhibit E-1 Amended Zoning Map for Amendment Area
- Exhibit F Development Agreement

# EXHIBIT A-1: AMENDED GENERAL PLAN SALIDA LAND USE DIAGRAM

## SALIDA



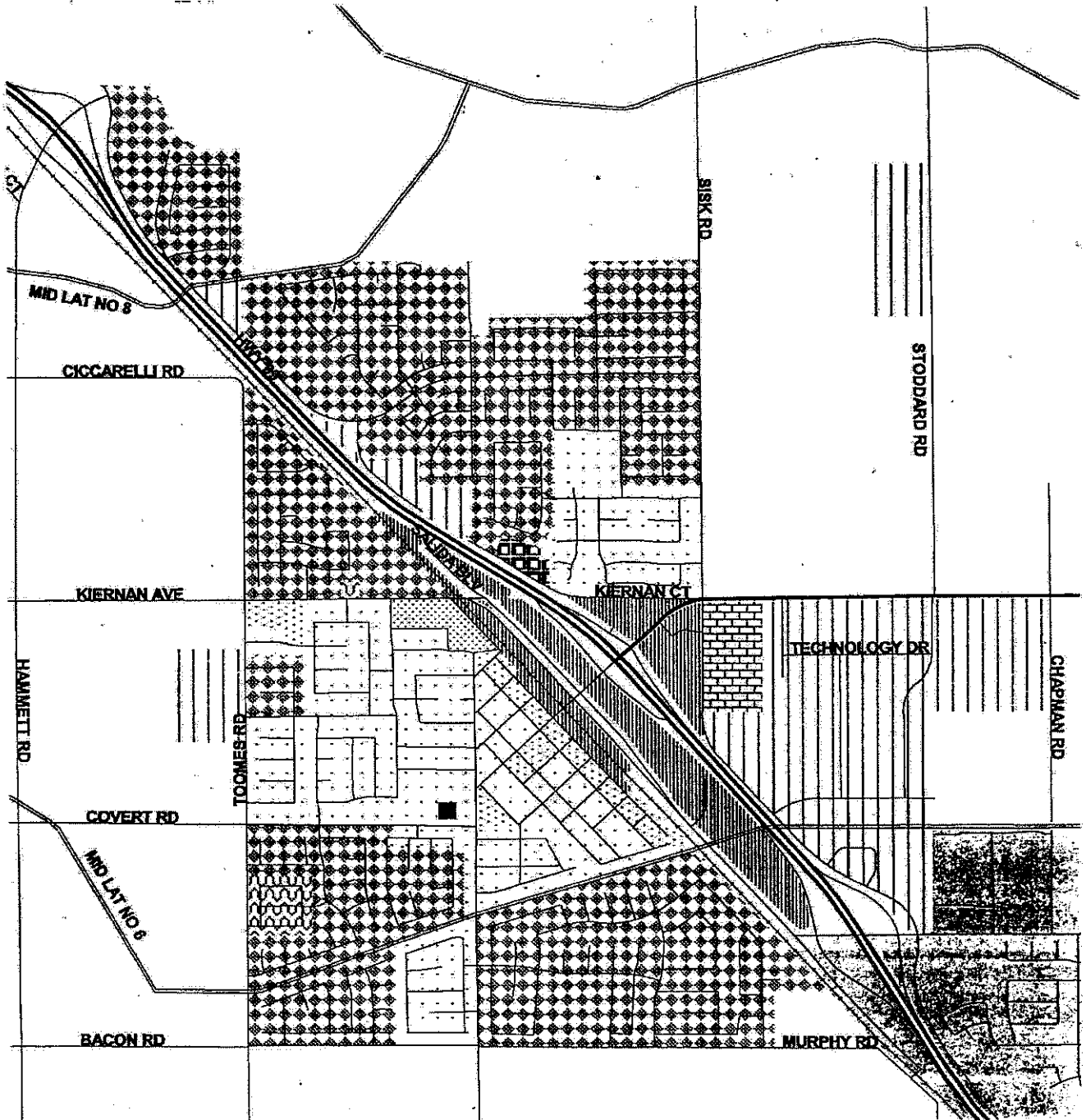
### LAND USES

Planned Development	Agriculture	Airport
Planned Industrial	Commercial	Park
Specific Plan	Highway Commercial / Planned Development	Solid/Liquid Waste Disposal Site
Urban Transition	Historical	School
<b>RESIDENTIAL</b>	Industrial	Amendment Area Boundary
Estate ONE D.U./3 ACRES	Industrial Transition	Roads
Low-Density 0-2 D.U./NET ACRE OR 0-7 D.U./NET ACRE	City	Railroads
Medium-Density 0-14 D.U./NET ACRE	Business Park	Rivers
Medium High-Density 0-25 D.U./NET ACRE		Canals



0 400 800 1200 1600

## Exhibit A-2: Existing General Plan Salida Land Use Diagram

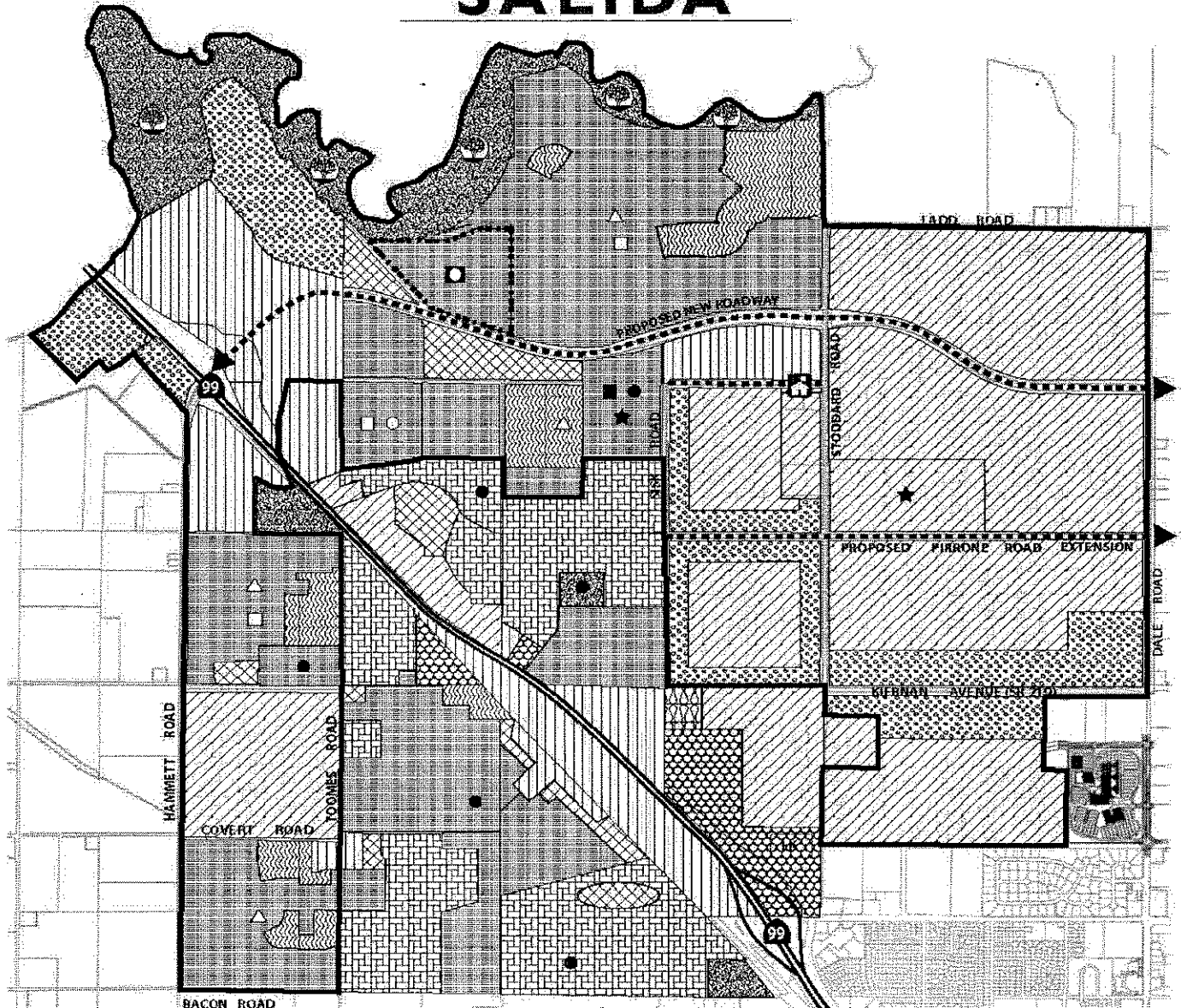


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SALIDA

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# EXHIBIT B-1: AMENDED SALIDA COMMUNITY PLAN MAP

## SALIDA



### LAND-USES

- Low Density Residential
- Low Density Residential (Within Project Boundary)
- Medium Density Residential
- Medium High Density Residential
- Business Park
- Commercial
- Industrial
- Planned Industrial
- Planned Development
- Highway Commercial
- Agricultural

### PARKS AND SCHOOLS

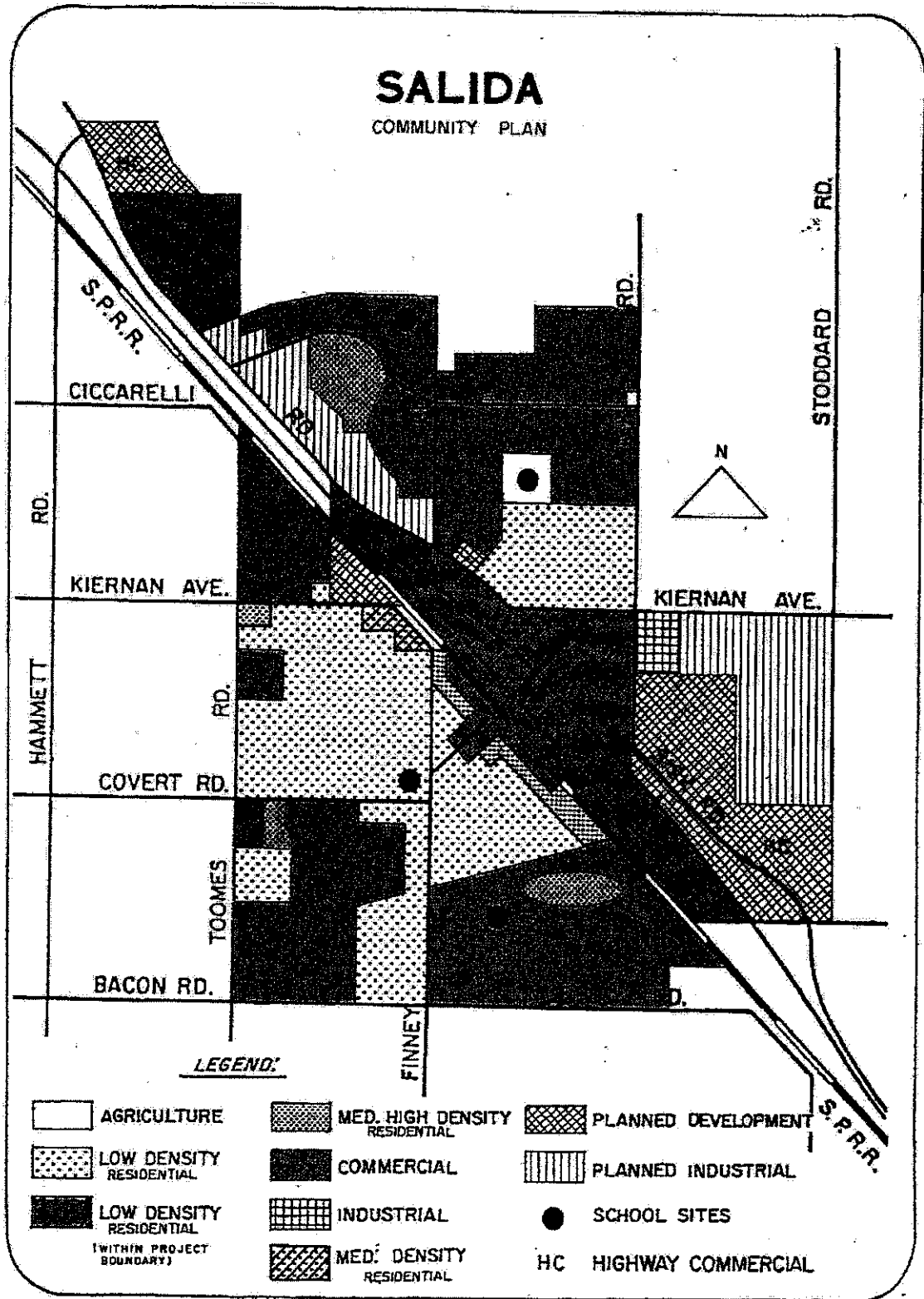
- | Existing | Proposed |                        |
|----------|----------|------------------------|
|          |          | Neighborhood Park*     |
|          |          | Elementary School*     |
|          |          | Middle School*         |
|          |          | High School*           |
|          |          | Stanislaus River Park* |

### PUBLIC FACILITIES

- New Road
  - Special Treatment Area
  - Amendment Area Boundary
  - Existing Waste Water Treatment Plant\*
  - Proposed Fire Station\*
- 

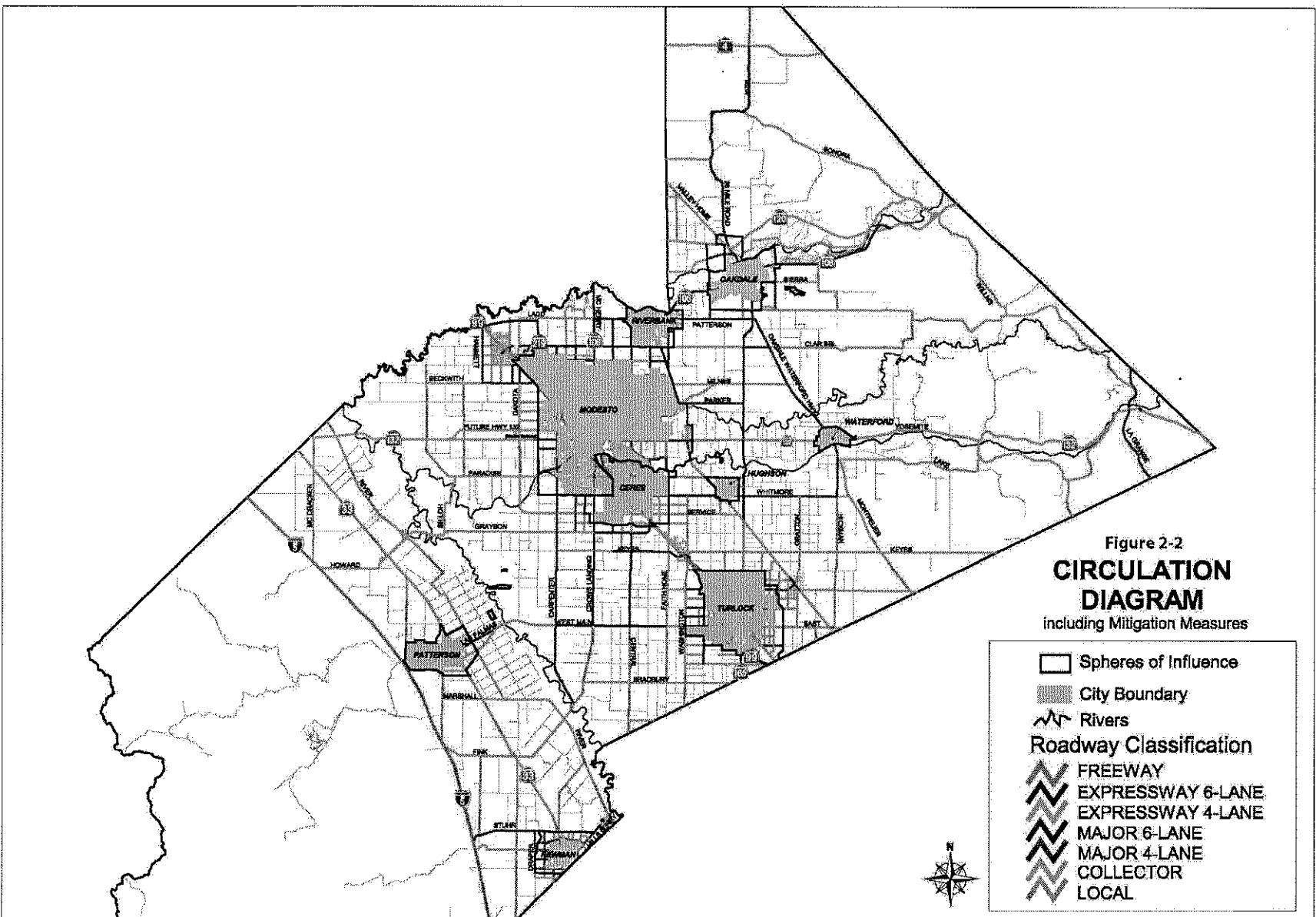
\* Symbol denotes general location.

**Exhibit B-2: Existing General Plan Salida Land Use Diagram**

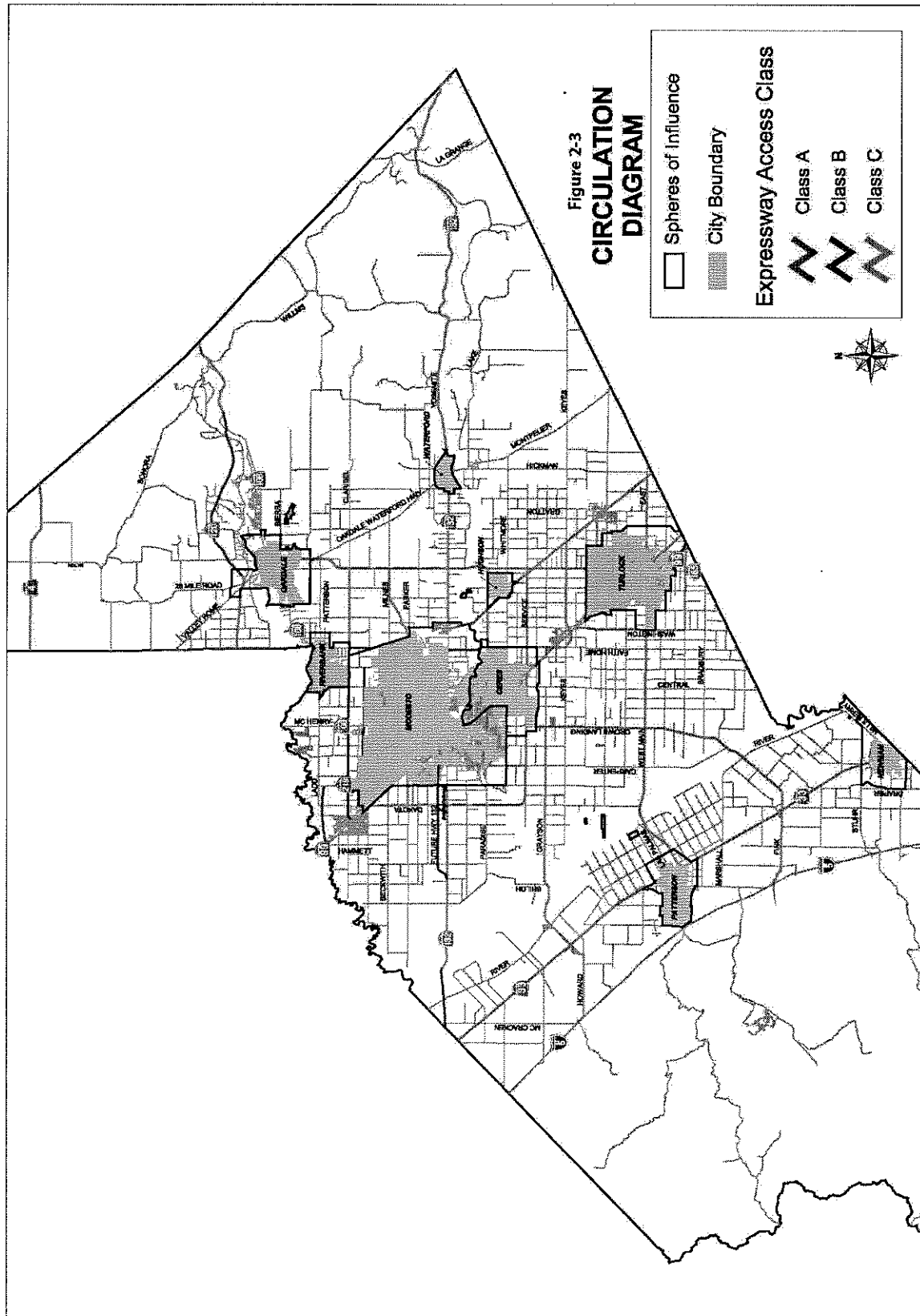


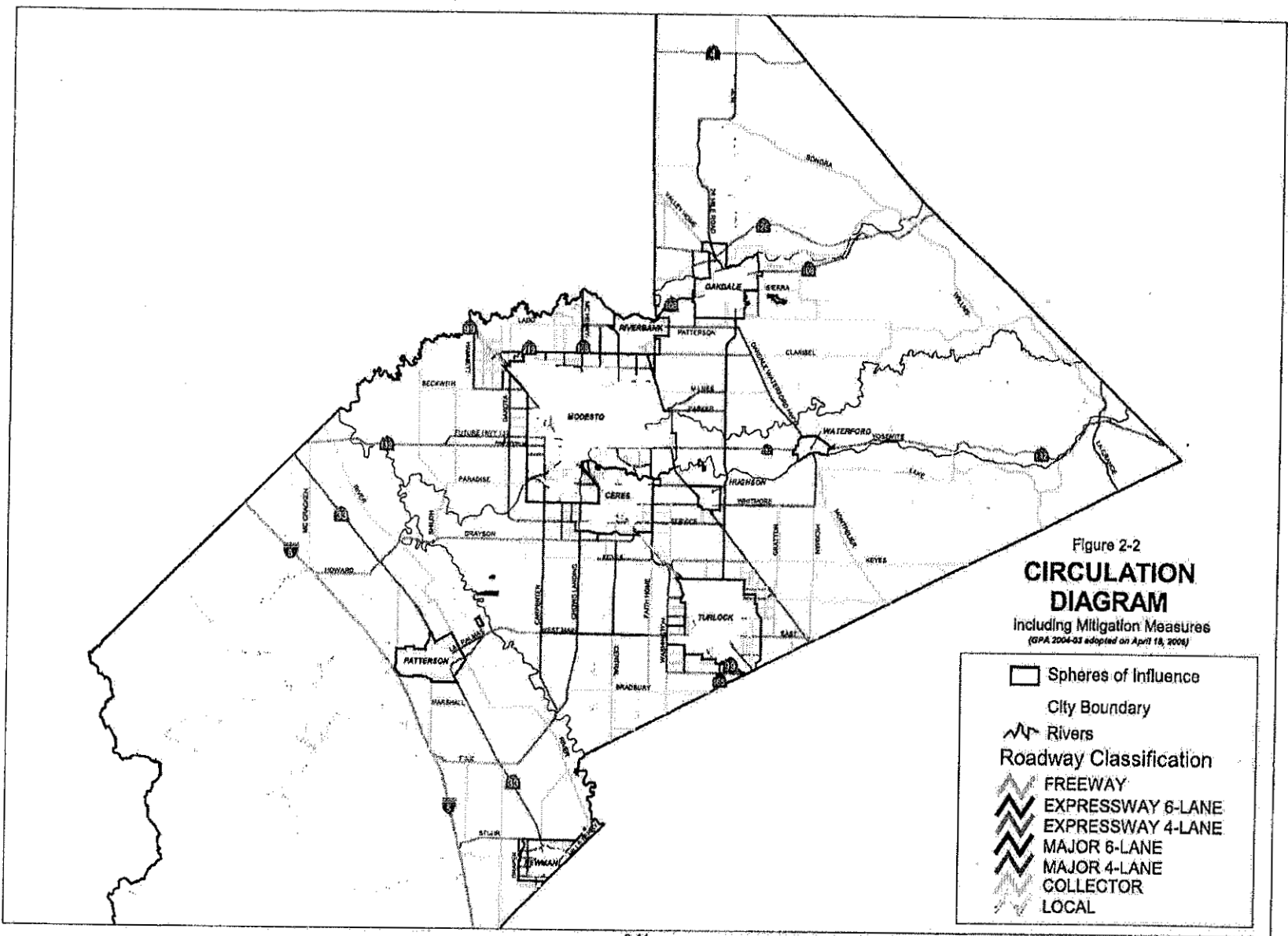
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# EXHIBIT C-2 : AMENDED CIRCULATION DIAGRAM FIGURE 2-3

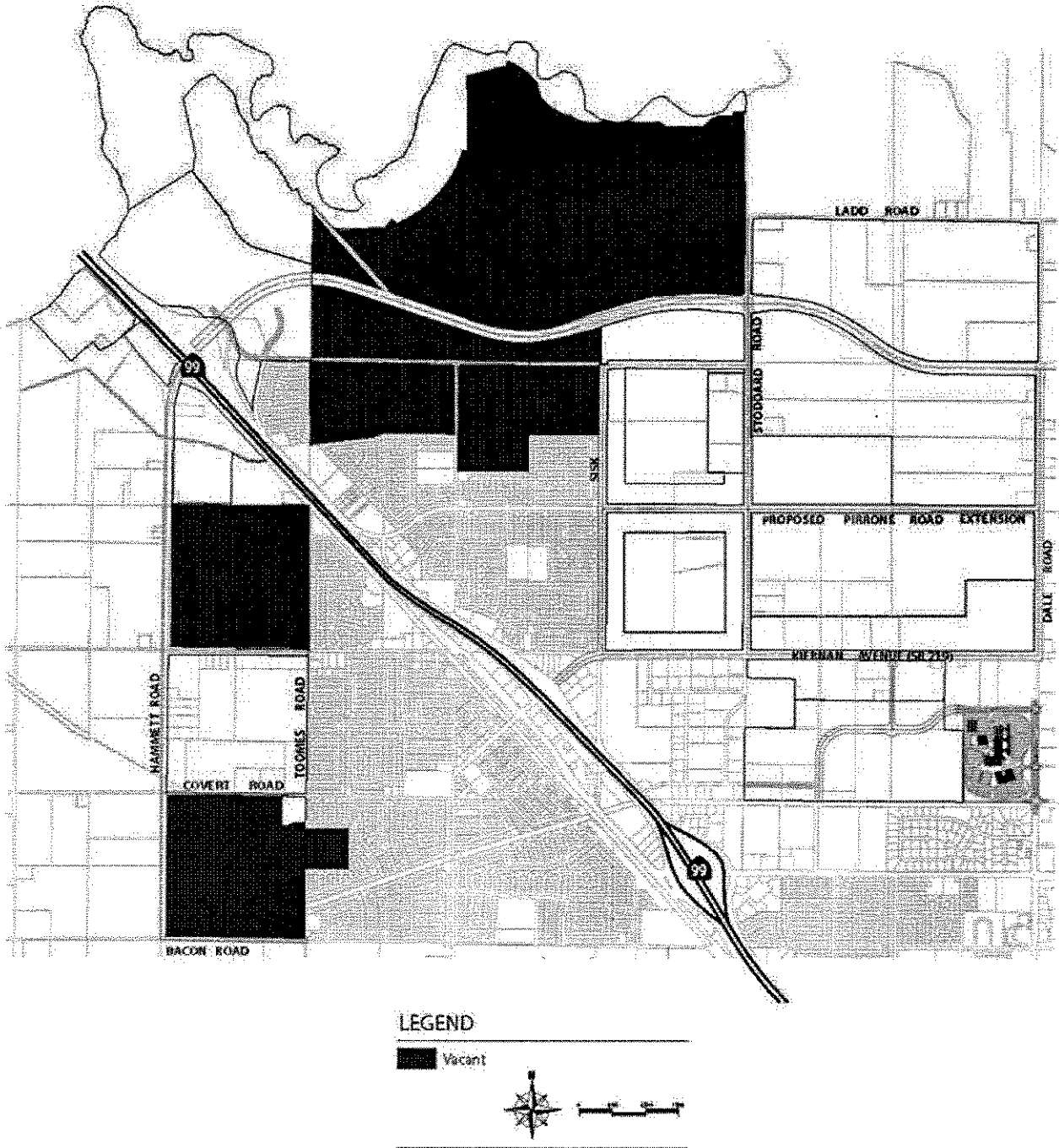




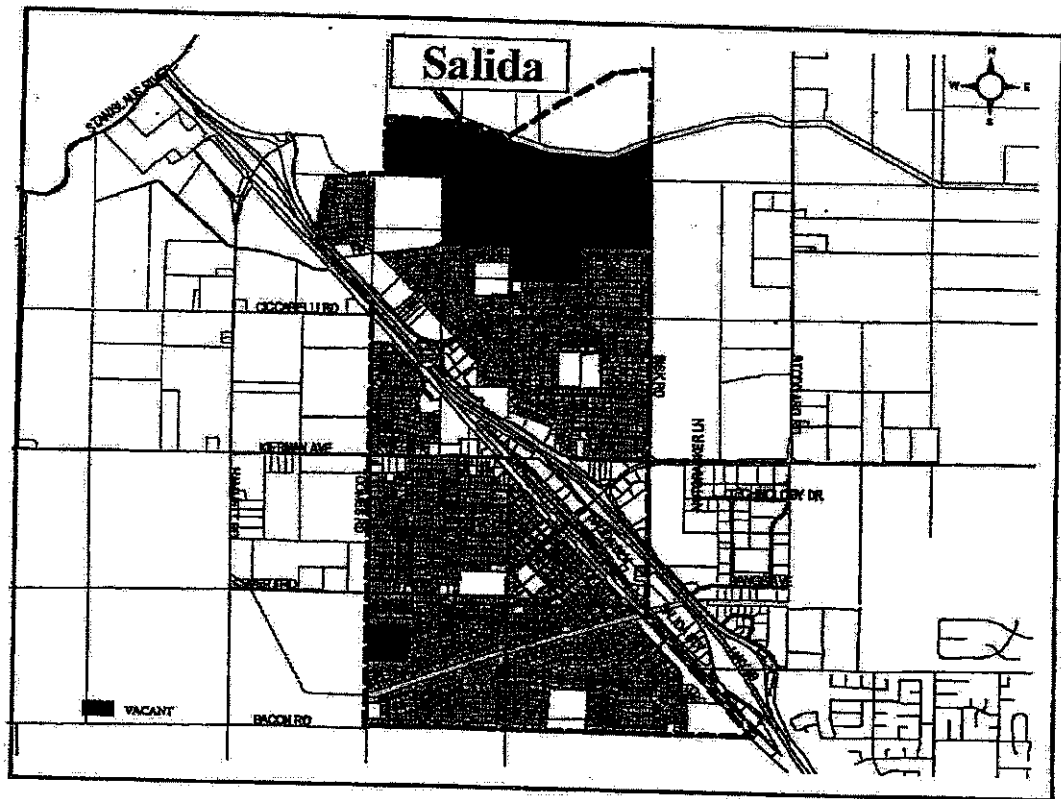


**EXHIBIT D-1: AMENDED SALIDA RESIDENTIAL  
DEVELOPMENT POTENTIAL MAP**

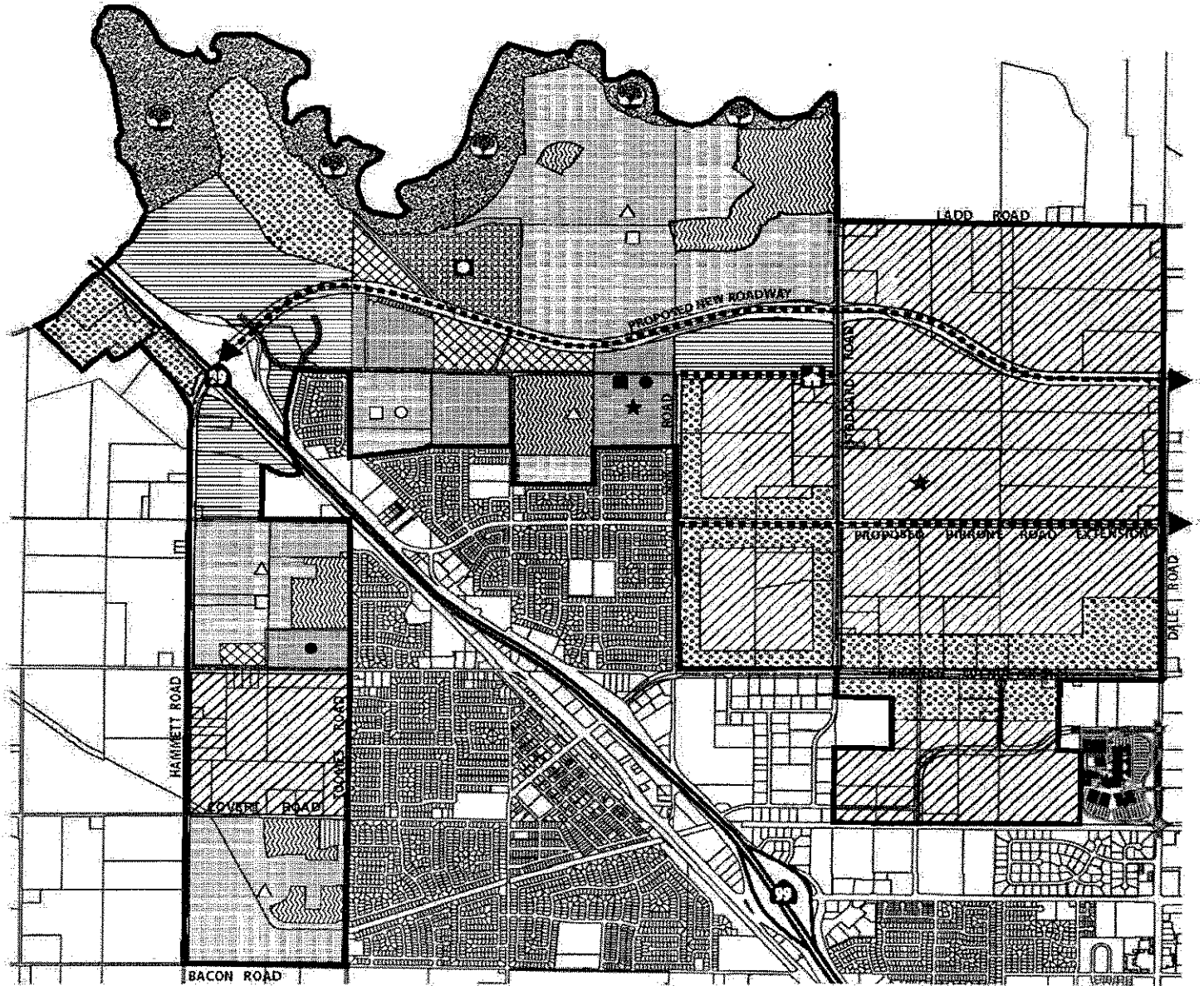
**SALIDA**












## Exhibit D-2: Existing Salida Residential Development Potential Map













# EXHIBIT E-1: AMENDED ZONING MAP FOR AMENDMENT AREA









## SALIDA COMMUNITY PLAN (SCP)

-  SCP-R-1
-  SCP-R-1-ST
-  SCP-R-2
-  SCP-R-3
-  SCP-IBP
-  SCP-C-1
-  SCP-C-2
-  SCP-PI
-  SCP-A-2

## PARKS AND SCHOOLS

- | Existing  | Proposed  |                        |
|---|---|------------------------|
|  |  | Neighborhood Park*     |
|  |  | Elementary School*     |
|  |  | Middle School*         |
|  |  | High School*           |
|  |  | Stanislaus River Park* |

## PUBLIC FACILITIES

-  New Road
  -  Amendment Area Boundary
  -  Existing Waste Water Treatment Plant\*
  -  Proposed Fire Station\*
- 

- \* Symbol denotes general location

## **Exhibit F Development Agreement**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into in Stanislaus County on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between Stanislaus County, a \_\_\_\_\_ (the "County"), and the holders of legal or equitable interests in certain lands located within the unincorporated area of Stanislaus County (collectively, the "Applicants" and individually, an "Applicant"), pursuant to the authority of California Government Code §§ 65864 *et seq.*

### **RECITALS**

A. To provide the County with greater control over the future of the Salida area, a citizen's initiative entitled the County of Stanislaus Roadway Improvement, Economic Development and Salida Area Farmland Protection and Planning Initiative (the "Initiative") was circulated. The Initiative includes: 1) general plan amendments ("General Plan Amendments"); 2) zoning of the Salida Community Plan Amendment Area to Salida Community Plan (SCP) District (the "SCP Zoning"); and 3) this Agreement. The General Plan Amendments, the SCP Zoning and this Agreement shall be referred to as the "Legislative Project Approvals," and the development of the Salida Community Plan Amendment Area ("Amendment Area") consistent with these Legislative Project Approvals shall be referred to as the "Project." This Agreement is consistent with the County's General Plan, as amended by the Initiative.

B. Consistent with the Initiative and the Legislative Project Approvals, the parties anticipate that during the term of this Agreement and subsequent to the "Effective Date," defined below, Applicants will seek from County certain other implementing non-legislative project-level land use approvals, entitlements, and permits that are necessary or desirable for the Project (the "Subsequent Approvals"). The Subsequent Approvals may include, without limitation, project-level development plans, vesting tentative subdivision maps, final subdivision maps, improvement agreements, development permits, lot line adjustments, use permits, and any amendments to the foregoing.

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

### **AGREEMENT**

#### **Article I      Description of Project Site, Effective Date and Term.**

Section 1.01. Description of Project Site. The real properties which are the subject of this Agreement are located within the Amendment Area depicted on DA Exhibit A-1, are described in the attached DA Exhibit A-2 and are referred to herein as "Project Site," provided, however, that this Agreement shall only be effective as to those properties described in DA Exhibit A-2 for which parties with a legal or equitable interest in the property become signatories to this Agreement. If, due to approval of a lot line adjustment, final map, or discovery of a clerical error a legal description attached hereto as DA Exhibit A-2 needs to be corrected or revised, the Applicant shall, at the time of execution, present County with the revised legal description and DA Exhibit A-2 shall be amended accordingly. To the extent that the Project Site described in the attached DA Exhibit A-2 is less than the area covered by the Amendment



Area, the Project Site may be administratively expanded and automatically incorporated into this Agreement, provided that a party with a legal or equitable interest within the Amendment Area signs, notarizes and causes this Agreement, together with a legally adequate legal description of such interest, to be recorded against the property in which it holds a legal or equitable interest. Upon presentation with this signed Agreement in compliance with the terms of this Agreement and State law, the County Clerk shall administratively record this Agreement against that portion of the Amendment Area covered by such legal or equitable interest.

Section 1.02. Effective Date. This Agreement shall become effective and shall be dated with the later of the effective date of the Initiative or the Legislative Project Approvals (the "Effective Date").

Section 1.03. Term. The term of this Agreement shall commence on the Effective Date and extend twenty-five (25) years thereafter (the "Term").

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

Section 2.01. Vested Right to Develop. For the Term of this Agreement, Applicants shall have a vested right to develop the Project on the Project Site in substantial conformance with the terms and conditions of the Legislative Project Approvals, the Subsequent Approvals (as and when issued), the Applicable Law (defined below) and amendments as shall, from time to time, be approved pursuant to this Agreement. Specifically, subject to compliance with CEQA covering the Subsequent Approvals, federal and state laws, and the County's remaining discretion in connection with the Subsequent Approvals, Applicants shall have the vested right to develop the Project in accordance with the Legislative Project Approvals.

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

Section 2.03. Applicable Law. "Applicable Law" shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the Project Site, governing density, and governing the design, improvements, and construction standards and specifications applicable to the Project and the Project Site, as set forth in this Agreement and the Legislative Project Approvals, and in force and effect on the Effective Date. Nothing in this Agreement is intended to address the applicability of County development-related impact fees, processing fees, or other fees that may be imposed by County against the Project.

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

Project Site, this Agreement, the Legislative Project Approvals, or the Subsequent Approvals, if any, during the Term.

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

Section 2.06. Development Timing. Subject to Applicable Law, Applicants shall have the right to develop the Project in such order and at such rate and at such times as Applicants deem appropriate in the exercise of their subjective business judgment.

Section 2.07. Verification of Water Supply. To the extent any vesting tentative maps or tentative maps approved for the Project would trigger the application of Government Code § 66473.7, the vesting tentative maps or tentative maps shall comply with provisions of Government Code § 66473.7.

Section 2.08. Compliance with State and Federal Law. This Agreement is subject to Applicants' compliance with all applicable federal and state laws and regulations and compliance with the California Environmental Quality Act, Public Resources Code § 21000 *et seq.* ("CEQA").

Section 2.09. Funding Districts. Prior to the recordation of any final map, the Applicant filing such map shall petition County to form (or annex into, as applicable) community facilities districts or other such financing districts solely burdening the applicable portion of the Project Site ("Funding Districts"). Upon its receipt of any such petition, County shall cooperate, in accordance with applicable laws and statutorily prescribed procedures, hearings and findings, to assist with and formally consider the formation of (or annexation into, as applicable) mutually agreeable Funding Districts.

### **Article III                      Applicant Obligations.**

Section 3.01. Funding of Environmental Review. Applicants with legal or equitable interest in Project Site properties zoned SCP-R-1, SCP-R-2, or SCP-R-3 ("Residential Applicants") agree, to the extent permitted by law, that prior to County's approval of any discretionary Subsequent Approval, they will fund at their expense, a programmatic-level environmental impact report evaluating the environmental impacts associated with the Project in accordance with CEQA.

Section 3.02. Dedication of Right-of-Way and Construction of Roadway Improvements. The Residential Applicants agree to work cooperatively with County to ensure that full right-of-way for the new expressway from the Hammett/SR 99 interchange to Stoddard Road is dedicated, and/or adequate funding provisions are made to acquire any right-of-way not otherwise dedicated by Residential Applicants, at Residential Applicants' expense prior to the approval of the first final map and that a minimum of four travel lanes (two travel lanes in each direction) will be constructed from Hammett/SR 99 interchange to Stoddard Road concurrently with the

first phase of residential development, as mutually defined by Residential Applicants and County.

Section 3.03. Agricultural Mitigation. Residential Applicants shall mitigate the loss of agricultural land by purchasing one acre of permanent conservation easements within Stanislaus County for each acre of land developed in the Amendment Area for residential use.

Section 3.04. Fiscal Impacts. In order that the development of the Salida Community Plan Amendment Area pay its own way and in order to ensure that existing County residents are not financially burdened, Residential Applicants agree that prior to County's approval of any discretionary Subsequent Approval, they will fund at their expense, a Fiscal Impact Analysis to assess the fiscal impact on the County of providing essential County services to the Amendment Area. To the extent that it is demonstrated that a net annual fiscal deficit would occur, Applicants, project sponsors, future developers, and future property owners shall be required to offset said fiscal deficit through a funding mechanism acceptable to the County and Applicants, which may include formation of a Community Facilities District.

Section 3.05. Infrastructure Burden Analysis. In order to subsidize the cost of providing infrastructure to the job-generating Planned Industrial and Business Park land uses within the Amendment Area as a means to attract new employers to Stanislaus County, Residential Applicants agree that prior to County's approval of any discretionary Subsequent Approval, they will fund at their expense an Infrastructure Burden Analysis which shall, among other tasks, assess the fair share cost allocation of Amendment Area infrastructure to residential development as well as assess the maximum one-time burden level that can be accommodated by residential development. To the extent the study indicates that the maximum burden that may be carried by residential development exceeds fair share levels, Residential Applicants consent to the establishment of a fee program through which Residential Applicants would contribute funding in excess of fair share toward the cost of infrastructure for Planned Industrial and Business Park land uses.

Section 3.06. School Impacts. Prior to the recordation of the first final map, the Residential Applicants shall demonstrate that the Project will have a net positive impact on the applicable elementary and secondary public school district(s). Residential Applicants shall satisfy this obligation through an agreement with the school district(s) or with a finding by the Board of Supervisors that the Residential Applicants have made adequate provision for public schools.

Section 3.07. Regional Park and Recreational Funding. Residential Applicants shall dedicate a minimum of 100 acres for use as a new riverfront regional park in the approximate location shown on the Salida Community Plan concurrently with recordation of the first final map on lands within the Amendment Area described in the attached DA Exhibit B. Residential Applicants also agree to provide funding and/or improvements valued at \$1,000,000, to County, prior to the issuance of the building permit for the 900<sup>th</sup> residential unit in the Amendment Area, to help improve the riverfront park.

Additionally, Residential Applicants agree to provide funding and/or improvements valued at \$5,000,000, to park districts, school districts, County, or other community-based organizations (the "Eligible Organizations"), to improve sports fields and other recreational opportunities within both the Amendment Area and the existing Salida community. Residential Applicants shall provide the funding and/or improvements, or enter into binding agreements with the

Eligible Organizations, prior to the issuance of the building permit for the 1,500<sup>th</sup> residential unit in the Amendment Area.

Section 3.08. Salida Incorporation Study. Concurrently with execution of this Agreement, Residential Applicants shall make a payment of \$150,000 to County which, in its discretion, shall use or direct the funds to an appropriate local agency to help fund studies considering the potential incorporation of the Salida Area.

#### **Article IV                      County Obligations.**

Section 4.01. Processing Subsequent Approvals. The Subsequent Approvals shall be deemed tools to implement those final policy decisions reflected by the Legislative Project Approvals and shall be issued by County so long as they comply with this Agreement and Applicable Law and are not inconsistent with the Legislative Project Approvals. Consistent with the Initiative, unless agreed to by Applicants, the County shall not require any further legislative-level entitlements to enable Applicants to build out the Project.

Section 4.02. Exercise of Eminent Domain Authority. Upon request of Applicants, County shall, to the maximum extent legally permitted and consistent with all procedural and other applicable requirements and in furtherance of the purposes of this Agreement and the Initiative, acquire any public rights-of-way necessary for infrastructure or facilities necessary for the Project. Any decision by County to utilize its power of eminent domain for such purpose shall be at the sole cost and expense of Applicants. Nothing contained herein shall be deemed a limitation or abrogation of County's power of eminent domain or authority to establish such power pursuant to California law.

#### Section 4.03. Reimbursement.

A. County agrees to impose a Salida Community Plan fee upon persons seeking governmental approvals within the Salida Community Plan Amendment Area pursuant to the provisions of the Salida Community Plan District. The fees shall be established so that, in the aggregate, they defray, but do not exceed, the cost of preparation, election or adoption, and administration of the Initiative, planning studies and subsequent Development Plans, and environmental impact report. The costs shall include, but not be limited to, the actual County costs, third-party consultant costs, and other reasonable costs paid by Applicants, plus interest. County agrees to reimburse Applicants for Applicants' third-party consultant costs and other reasonable costs, plus interest (the "Eligible Costs"), paid by Applicants from the funds generated by the Salida Community Plan fee. Applicants shall be entitled to a credit against any Salida Community Plan fees for any Eligible Costs paid by Applicants. Within ninety (90) days of the Effective Date of this Agreement, Applicants shall submit evidence of their Eligible Costs to County for preparation, election, or adoption of the Initiative and planning studies incurred prior to adoption of the Initiative.

B. County and Applicants agree that certain facilities, including but not limited to roadway, wastewater, water, drainage, landscaping, and parks, may be constructed by certain Applicants (the "Constructing Party(ies)") and will benefit other Applicants and/or third-party landowners (collectively, the "Benefited Parties"). It is the intent of the parties hereto that the pro rata share of such upfront planning, design, permitting, and construction costs, calculated at the time of reimbursement, shall be paid to Constructing Party(ies) by such Benefited Parties. Consistent with this stated intent, County shall require that for any such facilities constructed and/or funded in whole or in part by the Constructing Party(ies) for which the

Constructing Party(ies) are entitled to reimbursement, County shall impose a reimbursement obligation upon the Benefited Parties at the earliest opportunity.

## **Article V                      Miscellaneous.**

Section 5.01. Amendment to Subsequent Approvals. Any Subsequent Approval or amendment to a Subsequent Approval shall, upon approval or issuance, be automatically vested and incorporated into this Agreement.

Section 5.02. Amendment to This Agreement. Amendments to this Agreement shall be in accordance with state law and Title 22 of the Stanislaus County Code.

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

Section 5.04. Defaults. In the event County or Applicants default under the terms of this Agreement, County, or Applicants shall have all rights and remedies provided under law.

Section 5.05. Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, County shall review the extent of good-faith compliance by Applicants with the terms of this Agreement in accordance with the County's Development Agreement enabling ordinance and consistent with Chapter 22.07 of the Stanislaus County Code.

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

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

Section 5.08. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties.

Section 5.09. Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the parties and their respective heirs, successors, and

assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code § 1468.

Section 5.10. Notices. Any notice or communication required hereunder between County and Applicants must be in writing, and may be given personally, by telefacsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal or other similar courier promising overnight delivery to the respective addresses specified by each party. Any party hereto may at any time, by giving ten (10) days' written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given.

Section 5.11. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

DA EXHIBIT A-1 Map of AMENDMENT AREA

DA EXHIBIT A-2 Legal Descriptions of PROJECT SITE

DA EXHIBIT B Legal Description of PROPERTY DESCRIBED IN SECTION 3.07

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

**COUNTY:**

Stanislaus County, a political subdivision of  
the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPLICANTS:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[illegible]

**DA EXHIBIT A-2**  
**PARCEL 1**  
**DESCRIPTION**

All that portion of land as described in that deed filed for record on September 16, 1981 in Volume 3479 of Official Records at Page 173, Stanislaus County Records, situate in Sections 21,22,27 and 28, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

Beginning at the interior quarter corner of said Section 27; thence north along the north-south quarter section line to the left bank of the Stanislaus River; thence northwesterly, downstream along the left bank of said river to the north-south quarter section line in the northeast quarter of said Section 28; thence south along said north-south quarter section line a distance of 1099.91 feet; thence North 83°38'24" East 366.78 feet; thence North 64°12'54" East 503.64 feet to the east-west quarter section line of said Section 28; thence east along said east-west quarter section line a distance of 502.57 feet to the quarter corner common to said Sections 27 and 28; thence east along the east-west quarter section line of said Section 27 a distance of 2636.20 feet to the point of beginning.

APN: 003-020-001



**DA EXHIBIT A-2**

**PARCEL 2**

**DESCRIPTION**

All that portion of land as described in that deed filed for record on September 30, 1993 in Document Number 93-0100293, Stanislaus County Records, situate in Section 27, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

Beginning at the interior quarter corner of said Section 27; thence north along the north-south quarter section line to the southerly bank of the Stanislaus River; thence easterly, upstream along the southerly bank of said river to the east line of said Section 27, thence south along said east line a distance of 2248.79 feet to the north line of the 20.00 foot half width of Ladd Road; thence along said north line North 89°50'18" West 20.00 feet to the west line of the 20.00 foot half width of Stoddard Road; thence along said west line South 00°23'34" East 1488.74 feet to the north right of way line of the 100.00 foot wide Modesto Irrigation District Main Canal; thence west along said north right of way line to the north-south quarter section line of said Section 27; thence north along said north-south quarter section line 1828.62 feet to the point of beginning.

APN: 003-020-014

**DA EXHIBIT A-2**

**PARCEL 3**

**DESCRIPTION**

All that portion of land as described in that deed filed for record on July 15, 1997 in Document Number 97-0053454, Stanislaus County Records, situate in Section 27, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

Beginning at the interior quarter corner of said Section 27; thence west along the east-west quarter section line of Section 27 a distance of 2484.20 feet; thence South  $00^{\circ}22'57''$  East 1956.86 feet to the north right of way line of the 100.00 foot wide Modesto Irrigation District Main Canal; thence east along said right of way line to the north-south quarter section line of said Section 27; thence north along said north-south quarter section line 1828.62 feet to the point of beginning.

APN: 003-020-10

**DA EXHIBIT A-2**

**PARCEL 4**

**DESCRIPTION**

All that portion of land as described in that deed filed for record on July 15, 1997 in Document Number 97-0053454, Stanislaus County Records, situate in Section 28, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

The southeast quarter of the southeast quarter of said Section 28 lying westerly of the west line of the 40.00 foot wide Modesto Irrigation District Lateral No. 8 and southerly of the south line of the 100.00 foot wide Modesto Irrigation District Main Canal.

APN: 136-032-08

**DA EXHIBIT A-2**

**PARCEL 5**

**DESCRIPTION**

All that portion of land as described in that deed filed for record on May 11, 1988 in Instrument Number 88-030500, Stanislaus County Records, situate in Section 27 and 28, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

All that portion of the southwest quarter of the southwest quarter of Section 27 lying easterly of the east line of the 40.00 foot wide Modesto Irrigation District Lateral No. 8 and southerly of the south line of the 100.00 foot wide Modesto Irrigation District Main Canal.

APN: 136-032-33

**DA EXHIBIT A-2**  
**PARCEL 6**  
**DESCRIPTION**

The northeast quarter of the northeast quarter of Section 33, Township 2 South, Range 8 East, Mount Diablo Base and Meridian.

APN: 136-008-08

**DA EXHIBIT A-2**

**PARCEL 7**

**DESCRIPTION**

The northwest quarter of the northwest quarter of Section 34 and the north half of the southwest quarter of the northwest quarter of Section 34 situate in Township 2 South, Range 8 East, Mount Diablo Base and Meridian.

APN: 136-032-01

**DA EXHIBIT A-2**

**PARCEL 8**

**DESCRIPTION**

All that portion of the west half of the southeast quarter of Section 28, Township 2 South, Range 8 East, Mount Diablo Base and Meridian.

Excepting therefrom all that portion thereof lying northeasterly of the centerline of the 100 foot Modesto Irrigation District Main Canal.

APN: 003-014-13

**DA EXHIBIT A-2**

**PARCEL 9**

**DESCRIPTION**

All that portion of Southwest quarter of Section 4, Township 3 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Beginning at the northeast corner of the southwest quarter of said Section 4; thence North  $89^{\circ}47'00''$  West 2185.10 feet along the north line of said southwest quarter to a point on the center line of Modesto Irrigation District Lateral No. 6; thence along said center line and through a non-tangent curve concave to the southwest, having a central angle of  $16^{\circ}18'30''$  and a radius of 432.77 feet, an arc length of 123.18 feet; thence South  $26^{\circ}47'30''$  East 1974.08 feet; thence through a tangent curve concave to the northeast, having a central angle of  $62^{\circ}53'40''$  and a radius of 227.66 feet, an arc length of 249.91 feet; thence South  $89^{\circ}41'10''$  East 1041.95 feet to a point on the east line of the southwest quarter of said Section 4; thence along said east line North  $00^{\circ}32'50''$  West 1985.37 feet to the point of beginning.

APN: 135-017-002



**DA EXHIBIT A-2**

**PARCEL 10**

**DESCRIPTION**

All that portion of Southwest quarter of Section 4, Township 3 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Beginning at the northwest corner of the southwest quarter of said Section 4; thence South 89°47'00" East 449.23 feet along the north line of said southwest quarter to a point on the center line of Modesto Irrigation District Lateral No. 6; thence along said center line and through a non-tangent curve concave to the southwest, having a central angle of 16°18'30" and a radius of 432.77 feet, an arc length of 123.18 feet; thence South 26°47'30" East 1974.08 feet; thence through a tangent curve concave to the northeast, having a central angle of 62°53'40" and a radius of 227.66 feet, an arc length of 249.91 feet; thence South 89°41'10" East 1041.95 feet to a point on the east line of the southwest quarter of said Section 4; thence along said east line South 00°32'50" East 651.62 feet to the south line of the southwest quarter of said Section 4; thence along said south line South 89°55'30" West 2625.85 feet to the west line of the southwest quarter of said Section 4; thence along said west line North 00°43'55" West 2650.37 feet to the point of beginning.

Excepting therefrom the following parcel:

Commencing at the southwest corner of said Section 4; thence North 89°55'30" East 1329.80 feet along south line of said Section 4; thence North 00°31'00" West 712.10 feet; thence North 89°30'00" East 20.00 feet to the true point of beginning; thence continue North 89°30'00" East 20.63 feet to a point on a non-tangent curve and being the southwesterly right of way line of Lateral No. 6 of the Modesto Irrigation District; thence southerly along said right of way and along a curve concave to the northeast having a radius of 277.66 feet through a central angle of 5°28'49", an arc length of 26.56 feet; thence leaving said right of way at a non-tangent point South 89°30'00" West 38.09 feet; thence North 00°30'00" West 20.00 feet to the point of beginning.

APN: 135-017-001

**DA EXHIBIT A-2**

**PARCEL 11**

**DESCRIPTION**

The land referred to in this policy is situated in the County of Stanislaus State of California, and is described as follows:

All that portion of Section 35, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, described as follows:

Commencing at the Northwest corner of the Southeast Quarter of Section 35, Township 2 South, Range 8 East, Mount Diablo Base and Meridian; thence South along said section line 120 rods; thence East 8 rods; thence South 40 rods to south line of said section; thence east along the south line 152 rods to the Southeast corner of said section thence North along the east line 160 rods; thence continue North along said East Section line 25 feet; thence west along a line run through center of ditch to a point on the west line of the northeast quarter of Section 35, which point is 15 feet North of the Southwest corner of said Northeast Quarter; thence South 15 feet to the Northwest corner of the Southeast Quarter of said section and place of beginning.

Excepting there from all that portion thereof, lying within lot 16 of Eden Colony, according to the official map thereof, filed in the Office of the Recorder, County of Stanislaus, state of California, on August 14, 1909 in Volume 4 of maps, at Page 32.

Also excepting there from that portion conveyed to the State of California by deed recorded October 28, 1980 as Instrument No. 26753 described as follows:

Beginning at a brass plate monument set to mark the Southeast corner of said section 35, thence along the southerly line of said section South 89° 28'09" West, 480.17 feet; thence North 0° 31'51" West, 25.00 feet to the northerly line of the existing State Highway route 10-sta-219, post mile 1.8; thence north 86° 03'47" east, 420.77 feet; thence North 37° 34'18" East, 57.19 feet to the westerly line of Dale Road (a county road 50 feet in width) thence north 89° 33'18" east, 25.00 feet to the easterly line of said section; thence along said easterly line South 0° 26'42" East, 94.96 feet to the Point of Beginning.

APN: 003-019-03

**DA EXHIBIT A-2**

**PARCEL 12**

**DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN UNINCORPORATED,  
COUNTY OF Stanislaus, STATE OF California AND IS DESCRIBED AS FOLLOWS:

**PARCEL ONE:**

The West half of the Southwest quarter of Section 33, Township 2 South, Range 8 East,  
Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPT THEREFROM that portion thereof described as follows:

BEGINNING at the Southwest corner of said Section; thence North 0°43' West along the  
West line of said Section 1319.14 feet; thence North 89° 15' East 1320.86 feet to the East  
line of the West half of the Southwest quarter of said Section; thence South 0° 43' East  
along said East line 1319.14 feet to the Southeast corner of the West half of the Southwest  
quarter of said Section; thence South 89° 15' West along said South line 1320.86 feet to the  
point of beginning.

ALSO EXCEPTING THEREFROM that portion described as follows: Parcel 1 of that certain  
Parcel Map recorded September 23, 1999 in Book 49 of Parcel Maps at page 67.

**PARCEL TWO:**

Parcel 1 of that certain Parcel Map recorded September 23, 1999 in Book 49 of Parcel  
Maps at page 67, Stanislaus County Records

APN: 136-002-001

**DA EXHIBIT A-2**

**PARCEL 13**

**DESCRIPTION**

Real property situate in the unincorporated area of Stanislaus County, State of California, commonly known as 5730 Ciccarelli Road, Modesto and more particularly described as follows:

The North twenty (20) acres of the East half of the Southwest quarter of Section 33, Township 2 South, Range 8 East, Mount Diablo Base and Meridian.

Excepting therefrom all that triangle lot described as following, to wit:

Beginning at a point in the East line of the Southwest quarter of Section 33, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, which point of beginning is thirty-five feet South of the Northeast corner of said Southwest quarter section, and running thence North thirty-five feet to the Northeast corner of said Southwest quarter; thence West along the North line of said Southwest quarter thirty-five feet; thence Southeasterly and diagonally across the Northeast corner of said quarter section fifty feet more or less to the point of beginning.

APN 136-002-04

**DA EXHIBIT A-2**

**PARCEL 14**

**DESCRIPTION**

All that certain real property being a portion of the Southwest quarter of the Southwest quarter of Section 33, Township 2 South, Range 8 East, Mount Diablo Meridian, County of Stanislaus, State of California, being more particularly described as follows:

COMMENCING for reference at the Southwest corner of said Section 33, with said point lying at the intersection of the centerlines of Kiernan Avenue and Hammett Road; thence North  $0^{\circ} 43'00''$  West along the West line of said Section and along the centerline of Hammett Road, a distance of 1132.36 feet; thence leaving last said lines and proceeding North  $89^{\circ} 14'46''$  East, a distance of 20.00 feet to a point on the East right-of-way line of said Hammett Road and the TRUE POINT OF BEGINNING; thence North  $0^{\circ} 43'00''$  West along said right-of way line, a distance of 186.78 feet to the Northwest corner of PARCEL NO. 1 as described in the Deed to J&N Ranch, recorded April 26, 1978 in Volume 3047 of Official Records at Page 95; thence North  $89^{\circ} 14'46''$  East along the North line of said PARCEL NO. 1, a distance of 1301.06 feet to the Northeast corner thereof, with said point lying on the East line of the West Half of the Southwest Quarter of said Section 33; thence South  $0^{\circ} 43'12''$  East along said quarter-quarter section line and along the East line of said PARCEL NO.1, a distance of 186.78 feet; thence leaving last said lines and proceeding South  $89^{\circ} 14'46''$  West, a distance of 1301.08 feet to the POINT OF BEGINNING.

SUBJECT TO all easements and/or rights-of-way record.

APN 136-002-030

**DA EXHIBIT A-2**

**PARCEL 15**

**DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN UNINCORPORATED,  
COUNTY OF Stanislaus, STATE OF California AND IS DESCRIBED AS FOLLOWS:

The East half of the Southwest quarter of Section 33, Township 2 South, Range 8 East,  
Mount Diablo Base and Meridian, according to the United States Government Township  
Plats.

EXCEPTING THEREFROM the  
North 20 acres. ALSO EXCEPTING  
THEREFROM THE FOLLOWING:

BEGINNING at the Southeast corner of said Southwest quarter; thence North  $0^{\circ} 19' 40''$   
West along the East line of said Southwest quarter of and along the centerline of Toomes  
Road, a distance of 705.01 feet; thence South  $89^{\circ} 38' 39''$  West, a distance of 1321.09 feet  
to the Westerly line of the East one-half of said Southwest quarter; thence South  $0^{\circ} 19' 29''$   
East along said Westerly line, a distance of 705.01 feet to the South line of said Section 33;  
thence North  $89^{\circ} 38' 39''$  East along said South line also being the centerline of Kiernan  
Avenue, a distance of 1321.13 feet to the point of beginning.

APN: 136-002-024

**DA EXHIBIT A-2**

**PARCEL 16**

**DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN UNINCORPORATED,  
COUNTY OF Stanislaus, STATE OF California AND IS DESCRIBED AS FOLLOWS:

That portion of the West half of the Southwest quarter of Section 33, Township 2 South,  
Range 8 East, Mount Diablo Base and Meridian, according to the Official Plat thereof,  
described as follows:

BEGINNING at the Southwest corner of said section; thence North 0° 43' West along the  
West line of said section 1319.14 feet; thence North 89° 15' East, 1320.86 feet to the East  
line of the West half of the Southwest quarter of said section; thence South 0° 43' East  
along said East line 1319.14 feet to the Southeast corner of the West half of the Southwest  
quarter of said section; thence South 89° 15' West along said South line 1320.86 feet to the  
point of beginning.

EXCEPTING THEREFROM that certain property conveyed to the Salida Union Elementary  
School District as described in the Grant Deed recorded August 29, 2001 as Document No.  
2001-0101178-00, Stanislaus County Records.

APN: 136-002-029

**DA EXHIBIT B**  
**PARCEL 1**  
**DESCRIPTION**

All that portion of land as described in that deed filed for record on September 16, 1981 in Volume 3479 of Official Records at Page 173, Stanislaus County Records, situate in Sections 21,22,27 and 28, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

Beginning at the interior quarter corner of said Section 27; thence north along the north-south quarter section line to the left bank of the Stanislaus River; thence northwesterly, downstream along the left bank of said river to the north-south quarter quarter section line in the northeast quarter of said Section 28; thence south along said north-south quarter quarter section line a distance of 1099.91 feet; thence North 83°38'24" East 366.78 feet; thence North 64°12'54" East 503.64 feet to the east-west quarter section line of said Section 28; thence east along said east-west quarter section line a distance of 502.57 feet to the quarter corner common to said Sections 27 and 28; thence east along the east-west quarter section line of said Section 27 a distance of 2636.20 feet to the point of beginning.

APN: 003-020-001



**DA EXHIBIT B**  
**PARCEL 2**  
**DESCRIPTION**

All that portion of land as described in that deed filed for record on September 30, 1993 in Document Number 93-0100293, Stanislaus County Records, situate in Section 27, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

Beginning at the interior quarter corner of said Section 27; thence north along the north-south quarter section line to the southerly bank of the Stanislaus River; thence easterly, upstream along the southerly bank of said river to the east line of said Section 27, thence south along said east line a distance of 2248.79 feet to the north line of the 20.00 foot half width of Ladd Road; thence along said north line North 89°50'18" West 20.00 feet to the west line of the 20.00 foot half width of Stoddard Road; thence along said west line South 00°23'34" East 1488.74 feet to the north right of way line of the 100.00 foot wide Modesto Irrigation District Main Canal; thence west along said north right of way line to the north-south quarter section line of said Section 27; thence north along said north-south quarter section line 1828.62 feet to the point of beginning.

APN: 003-020-014

**DA EXHIBIT B**  
**PARCEL 3**  
**DESCRIPTION**

All that portion of land as described in that deed filed for record on July 15, 1997 in Document Number 97-0053454, Stanislaus County Records, situate in Section 27, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

Beginning at the interior quarter corner of said Section 27; thence west along the east-west quarter section line of Section 27 a distance of 2484.20 feet; thence South 00°22'57" East 1956.86 feet to the north right of way line of the 100.00 foot wide Modesto Irrigation District Main Canal; thence east along said right of way line to the north-south quarter section line of said Section 27; thence north along said north-south quarter section line 1828.62 feet to the point of beginning.

APN: 003-020-10

**DA EXHIBIT B**  
**PARCEL 4**  
**DESCRIPTION**

All that portion of land as described in that deed filed for record on July 15, 1997 in Document Number 97-0053454, Stanislaus County Records, situate in Section 28, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

The southeast quarter of the southeast quarter of said Section 28 lying westerly of the west line of the 40.00 foot wide Modesto Irrigation District Lateral No. 8 and southerly of the south line of the 100.00 foot wide Modesto Irrigation District Main Canal.

APN: 136-032-08

**DA EXHIBIT B**

**PARCEL 5**

**DESCRIPTION**

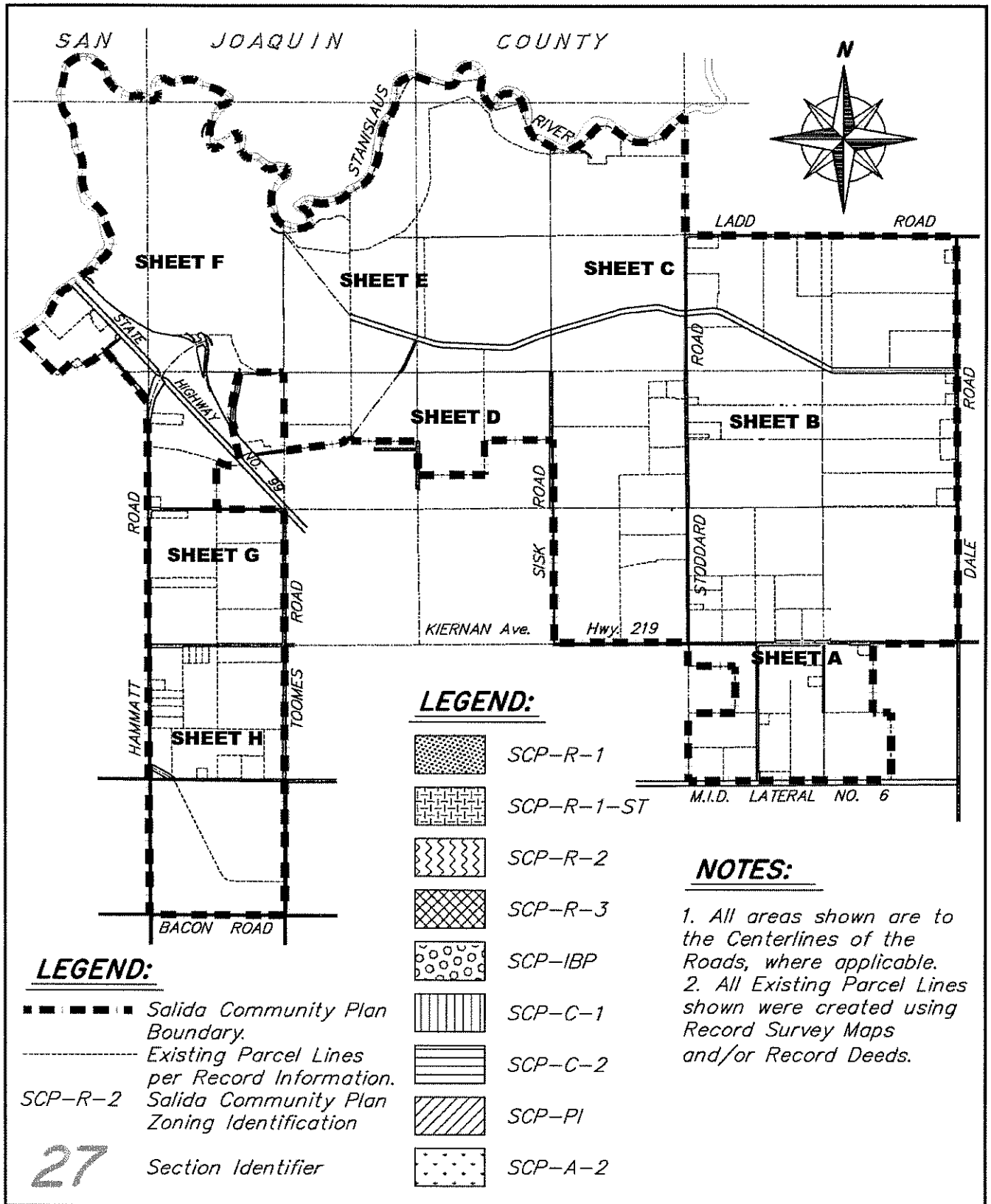
All that portion of land as described in that deed filed for record on May 11, 1988 in Instrument Number 88-030500, Stanislaus County Records, situate in Section 27 and 28, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

All that portion of the southwest quarter of the southwest quarter of Section 27 lying easterly of the east line of the 40.00 foot wide Modesto Irrigation District Lateral No. 8 and southerly of the south line of the 100.00 foot wide Modesto Irrigation District Main Canal.

APN: 136-032-33

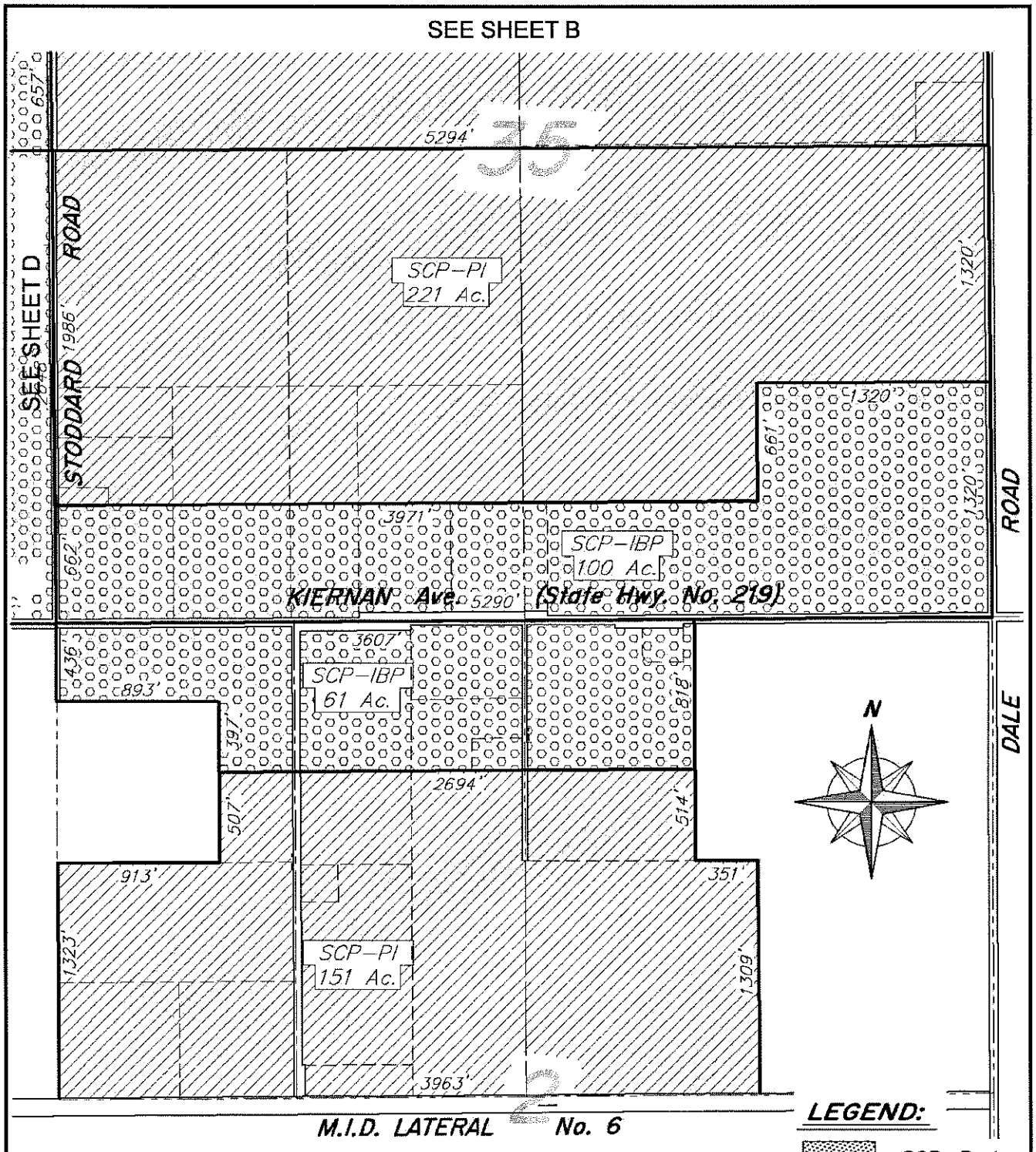
**EXHIBIT C**  
**Section District Map No. 9-110-982, Sheets A through H**

# SECTIONAL DISTRICT MAP NO. 9-110-982 A-H



# SECTIONAL DISTRICT MAP NO. 9-110-982 A

SEE SHEET B



## LEGEND:

	SCP-R-1
	SCP-R-1-ST
	SCP-R-2
	SCP-R-3
	SCP-IBP
	SCP-C-1
	SCP-C-2
	SCP-PI
	SCP-A-2

Previous Map: 671E, 671F, 724, 890

Effective Date: August 7, 2007

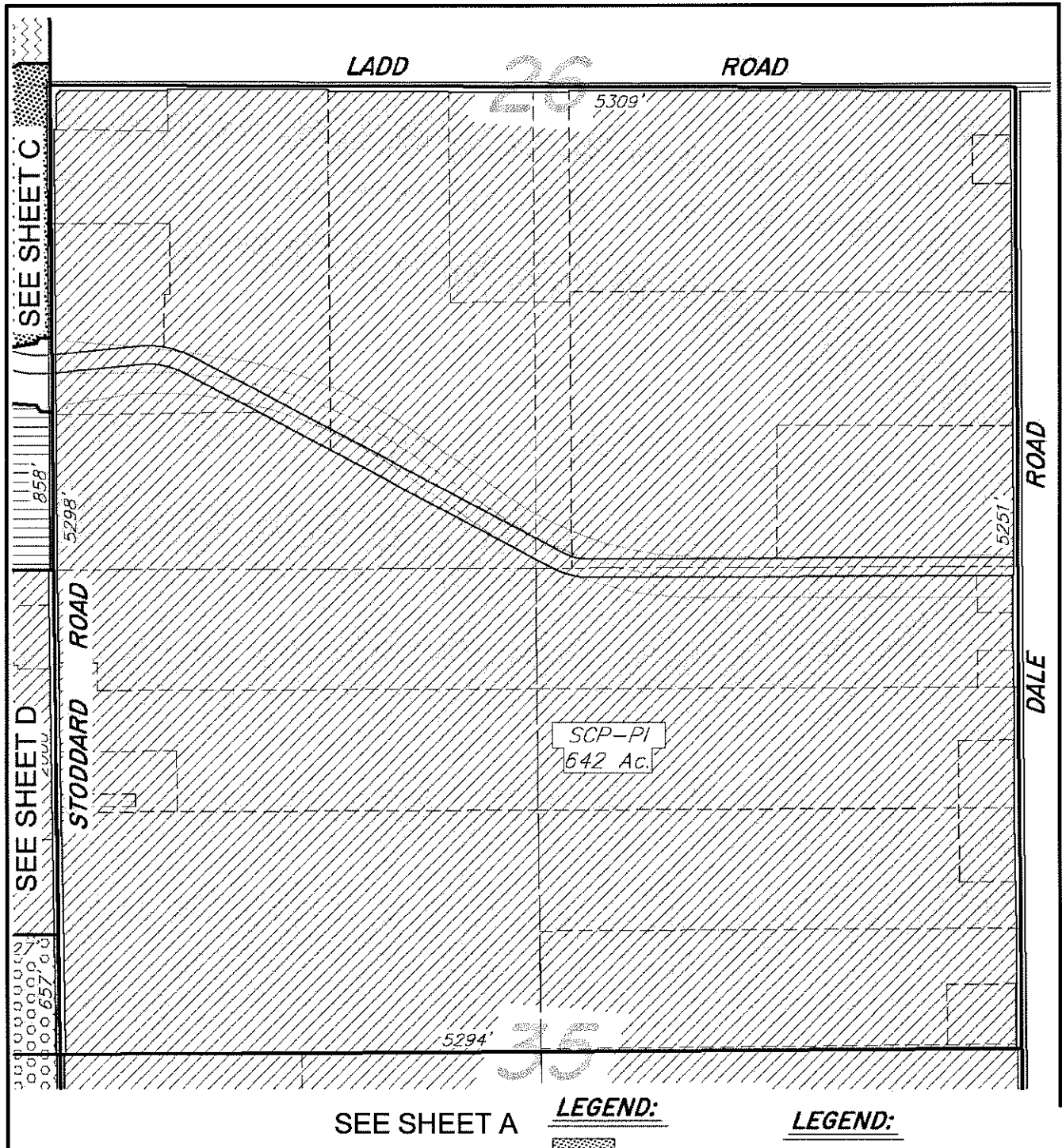
## NOTES:

1. All areas shown are to the Centerlines of the Roads, where applicable.
2. All Existing Parcel Lines shown were created using Record Survey Maps and/or Record Deeds.

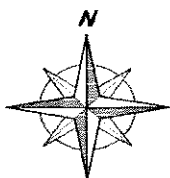
## LEGEND:

- — — — — Salida Community Plan Boundary.
- Existing Parcel Lines per Record Information.
- SCP-R-2 Salida Community Plan Zoning Identification
- 27 Section Identifier

# SECTIONAL DISTRICT MAP NO. 9-110-982 B



Previous Map 671F  
Effective Date: August 7, 2007



## LEGEND:

	SCP-R-1
	SCP-R-1-ST
	SCP-R-2
	SCP-R-3
	SCP-IBP
	SCP-C-1
	SCP-C-2
	SCP-PI
	SCP-A-2

## LEGEND:

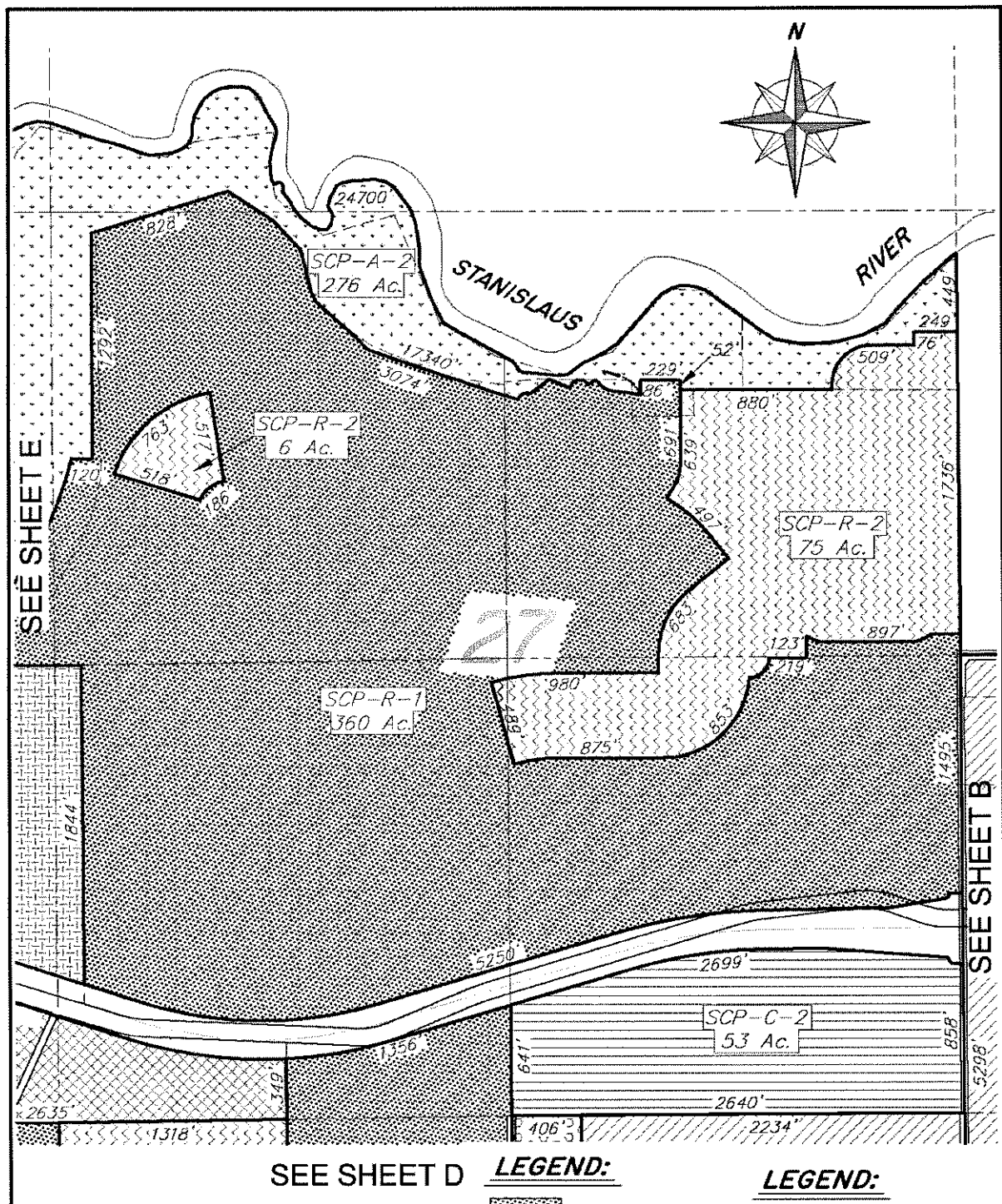
	Salida Community Plan Boundary.
	Existing Parcel Lines per Record Information.
	SCP-R-2 Salida Community Plan Zoning Identification
	Section Identifier

## NOTES:

1. All areas shown are to the Centerlines of the Roads, where applicable.
2. All Existing Parcel Lines shown were created using Record Survey Maps and/or Record Deeds.



# SECTIONAL DISTRICT MAP NO. 9-110-982 C



Previous Map: 671F  
Effective Date: August 7, 2007

## LEGEND:

	SCP-R-1
	SCP-R-1-ST
	SCP-R-2
	SCP-R-3
	SCP-IBP
	SCP-C-1
	SCP-C-2
	SCP-PI
	SCP-A-2

## LEGEND:

	Salida Community Plan Boundary.
	Existing Parcel Lines per Record Information.
	SCP-R-2 Salida Community Plan Zoning Identification

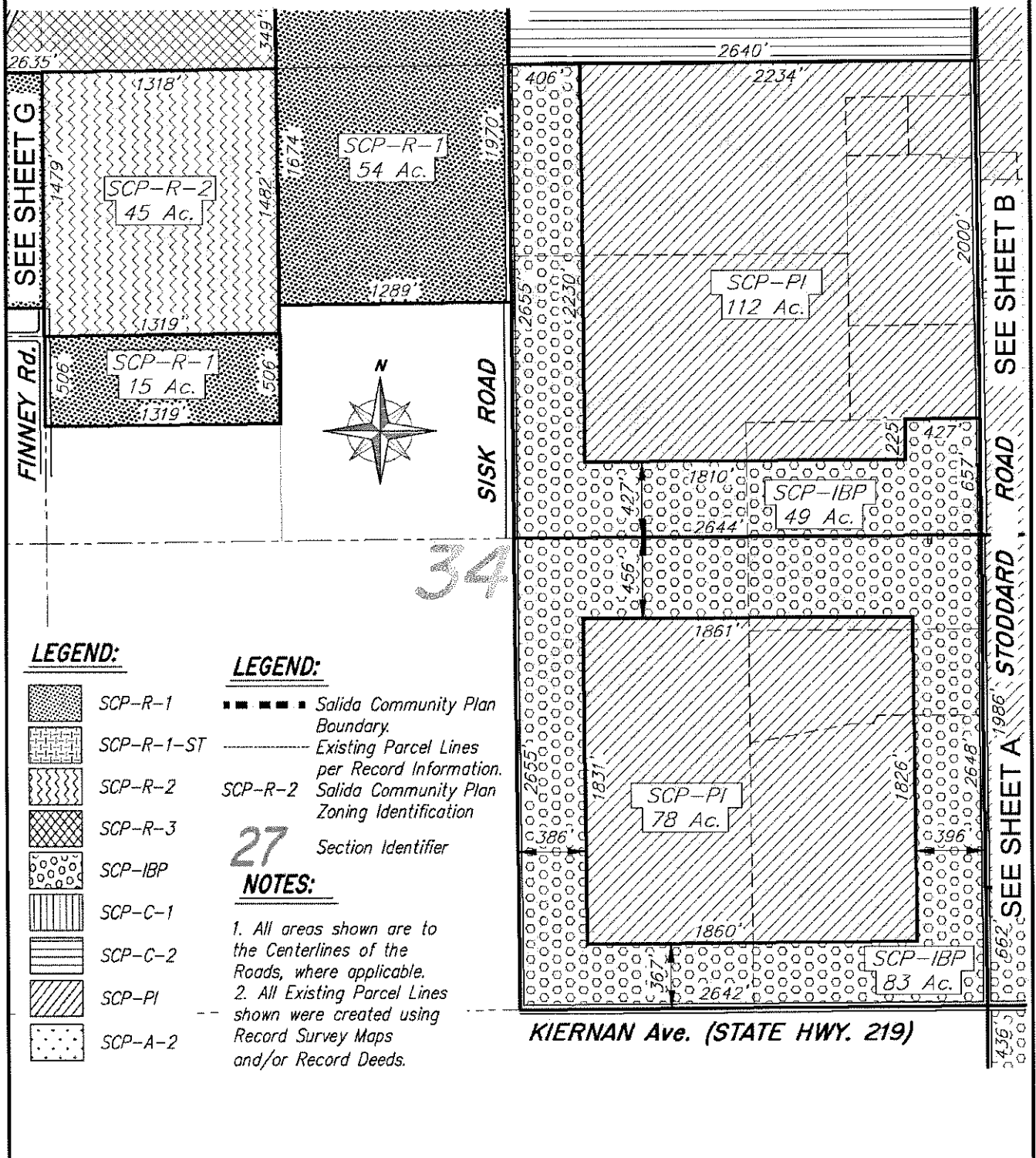
27 Section Identifier

## NOTES:

1. All areas shown are to the Centerlines of the Roads, where applicable.
2. All Existing Parcel Lines shown were created using Record Survey Maps and/or Record Deeds.

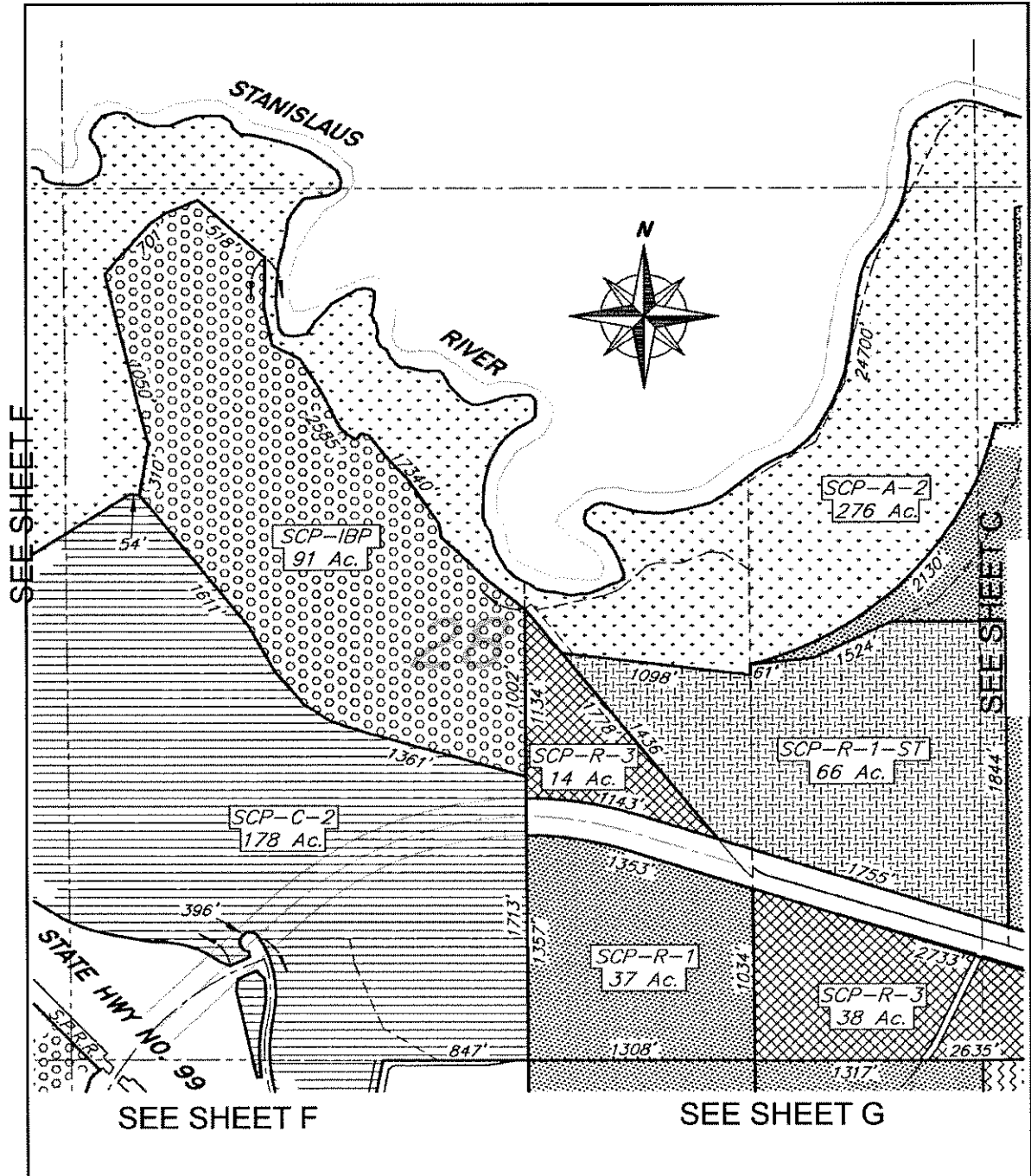
# SECTIONAL DISTRICT MAP NO. 9-110-982 D

SEE SHEET C



Previous Map: 671F, 936  
Effective Date: August 7, 2007

# SECTIONAL DISTRICT MAP NO. 9-110-982 E



Previous Map: 671F  
Effective Date: August 7, 2007

## LEGEND:

	SCP-R-1
	SCP-R-1-ST
	SCP-R-2
	SCP-R-3
	SCP-IBP
	SCP-C-1
	SCP-C-2
	SCP-PI
	SCP-A-2

## LEGEND:

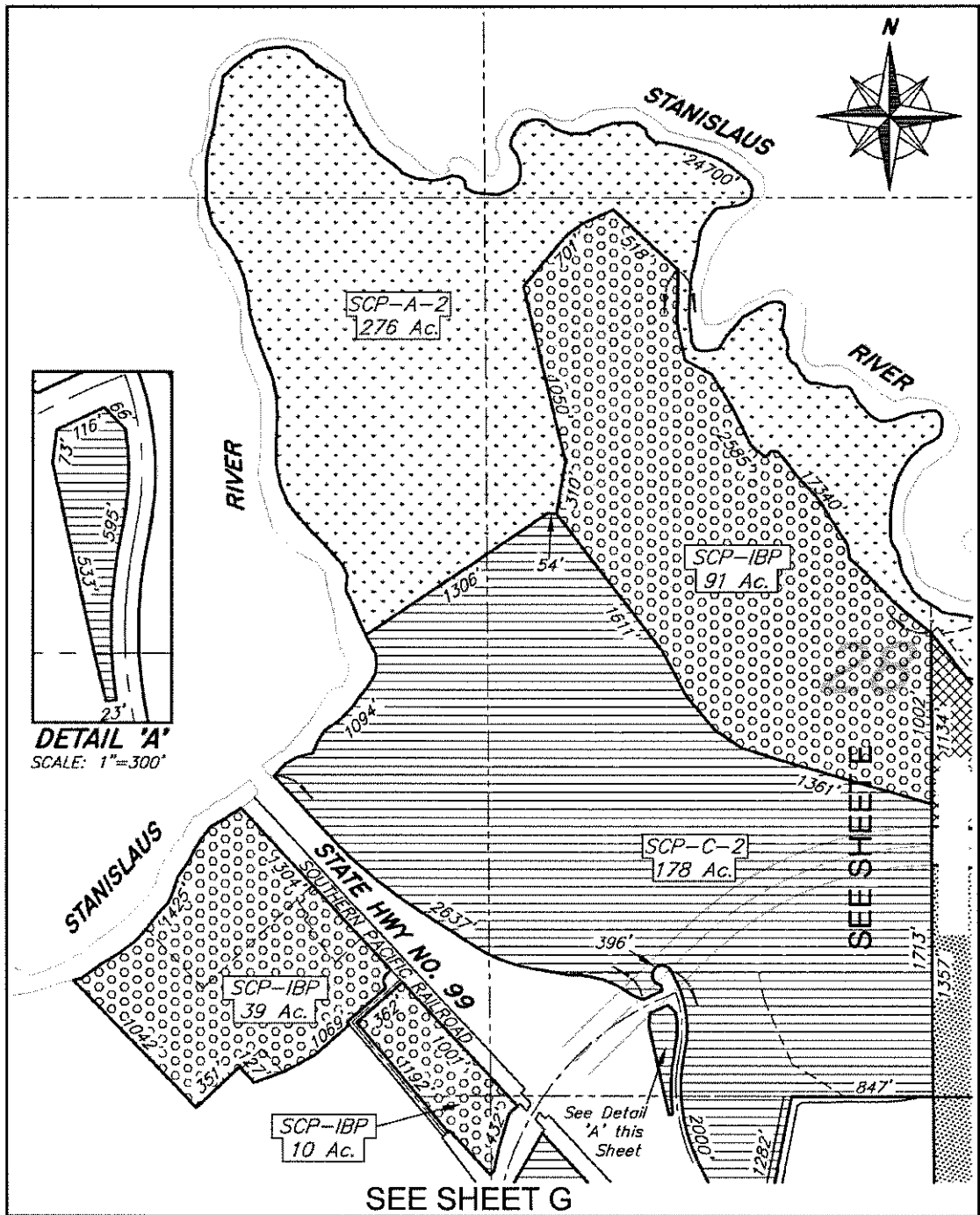
	Salida Community Plan Boundary.
	Existing Parcel Lines per Record Information.
	SCP-R-2 Zoning Identification
	Section Identifier

27

## NOTES:

1. All areas shown are to the Centerlines of the Roads, where applicable.
2. All Existing Parcel Lines shown were created using Record Survey Maps and/or Record Deeds.

# SECTIONAL DISTRICT MAP NO. 9-110-982 F



Previous Map: 671F

Effective Date: August 7, 2007

## LEGEND:

	SCP-R-1
	SCP-R-1-ST
	SCP-R-2
	SCP-R-3
	SCP-IBP
	SCP-C-1
	SCP-C-2
	SCP-PI
	SCP-A-2

## LEGEND:

	Solida Community Plan Boundary
	Existing Parcel Lines per Record Information
	Salida Community Plan Zoning Identification
	Section Identifier

27

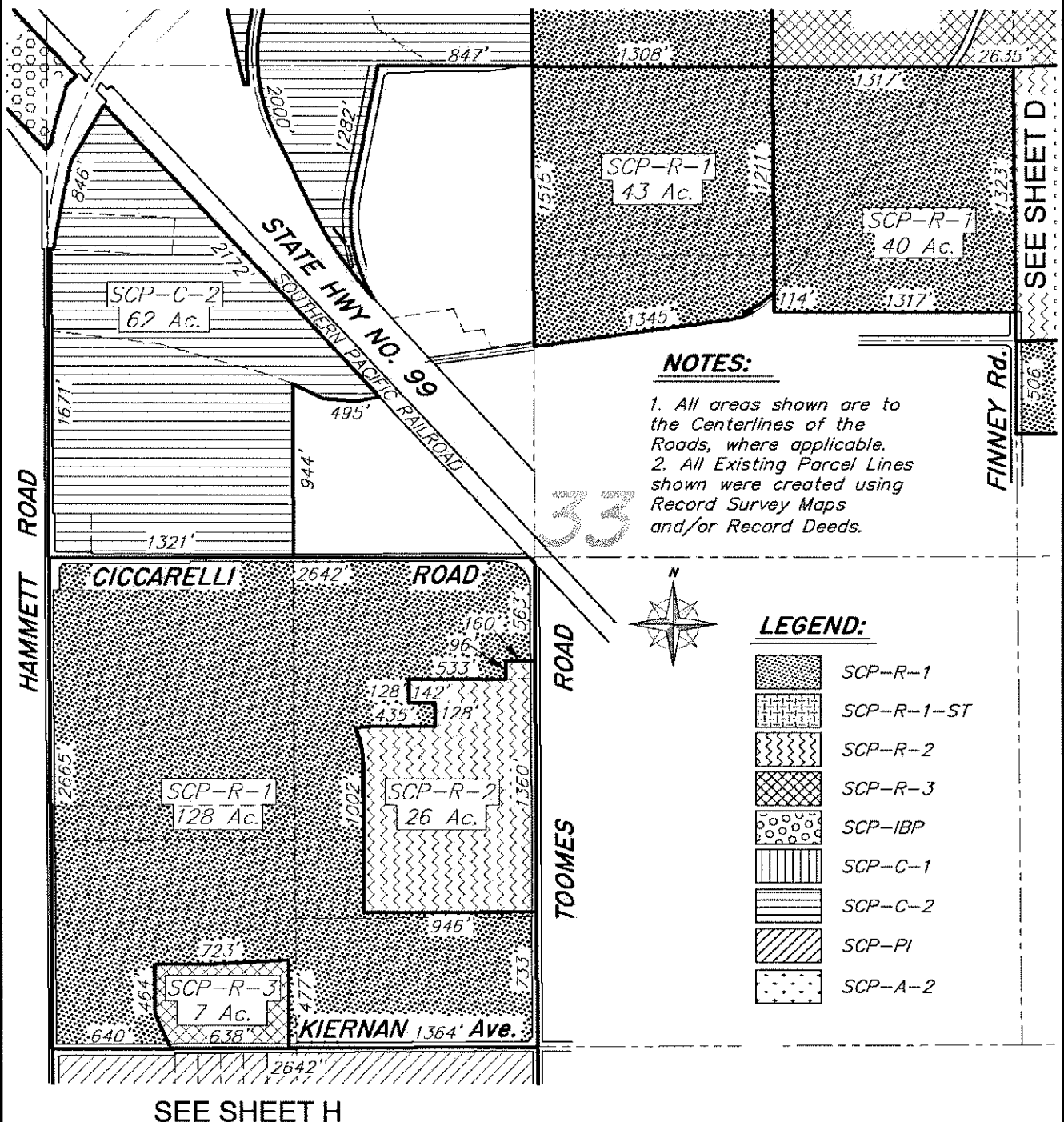
## NOTES:

- All areas shown are to the Centerlines of the Roads, where applicable.
- All Existing Parcel Lines shown were created using Record Survey Maps and/or Record Deeds.

# SECTIONAL DISTRICT MAP NO. 9-110-982 G

SEE SHEET F

SEE SHEET E



Previous Map: 671F, 867, 941  
Effective Date: August 7, 2007

## LEGEND:

- Salida Community Plan Boundary.
- Existing Parcel Lines per Record Information.
- Salida Community Plan Zoning Identification
- Section Identifier

# SECTIONAL DISTRICT MAP NO. 9-110-982 H

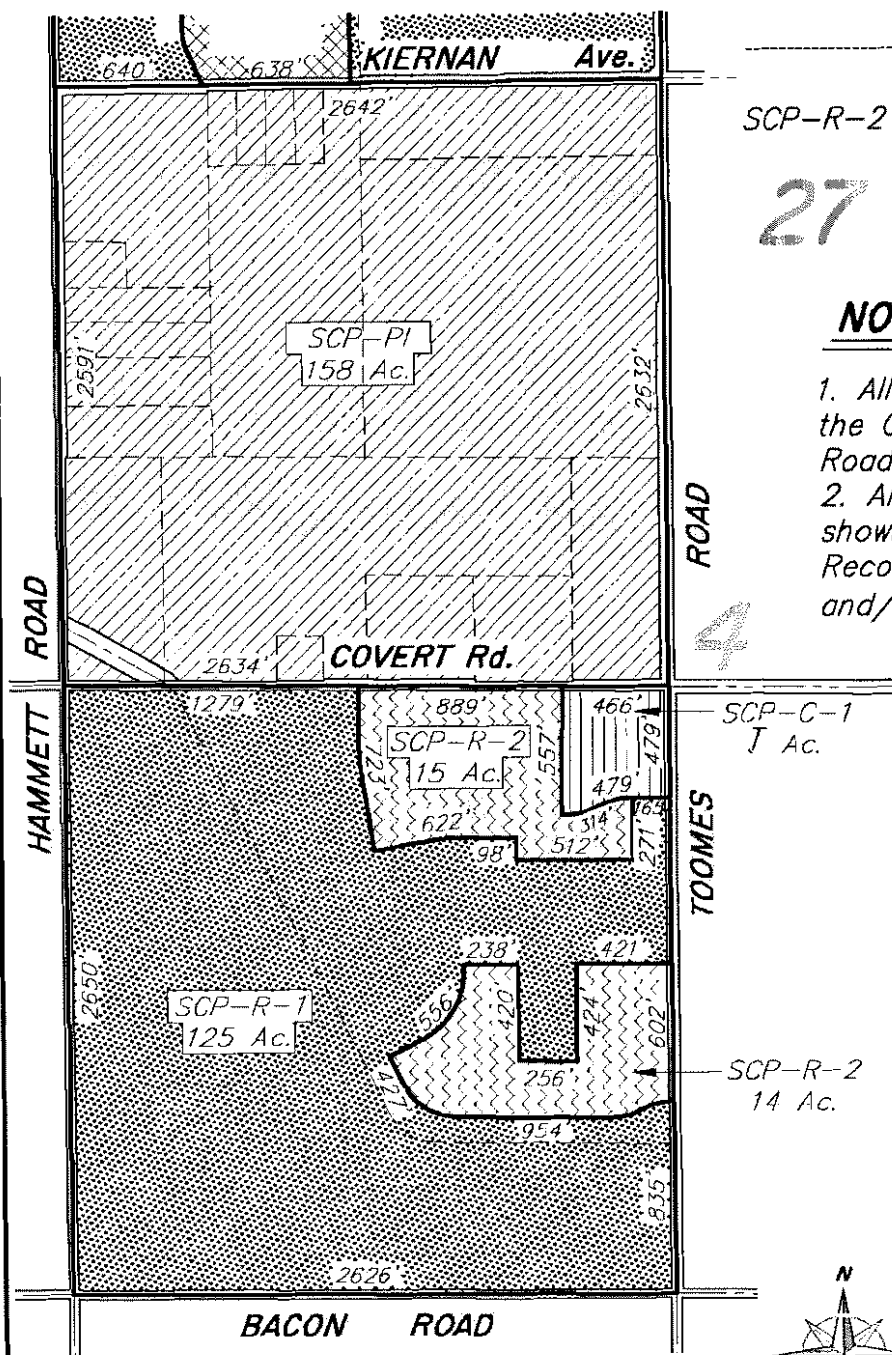
SEE SHEET G

## LEGEND:

- ■ ■ ■ ■ Salida Community Plan Boundary.
- Existing Parcel Lines per Record Information.
- SCP-R-2 Salida Community Plan Zoning Identification
- 27 Section Identifier

## NOTES:

1. All areas shown are to the Centerlines of the Roads, where applicable.
2. All Existing Parcel Lines shown were created using Record Survey Maps and/or Record Deeds.



## LEGEND:

- SCP-R-1
- SCP-R-1-S
- SCP-R-2
- SCP-R-3
- SCP-IBP
- SCP-C-1
- SCP-C-2
- SCP-PI
- SCP-A-2

Previous Map: 671E, 889, 976  
Effective Date: August 7, 2007

## ORDINANCE C.S. 1005

Upon motion of Supervisor Grover, seconded by Supervisor Monteith, Ordinance C.S. 1005 was passed and adopted at a regular meeting of the Board of Supervisors of the County of Stanislaus, State of California, this 7th day of August 2007, by the following called vote:

AYES: SUPERVISORS: Grover, Monteith, and DeMartini  
NOES: SUPERVISORS: Mayfield and Chairman O'Brien  
ABSENT: SUPERVISORS: None  
ABSTAINING: SUPERVISORS: None

Ordinance C.S. 1005 adopted without alteration the County of Stanislaus Salida Area Planning, Road Improvement, Economic Development, and Farmland Protection Initiative. The Board also accepted as a critical and integral component to the Initiative and Development Agreement signed copies of the First Amendment to Development Agreement, which clarifies the authority of the Board of Supervisors to condition or deny a development plan that includes residential development if such development cannot fully fund the cost of infrastructure for business park and industrial development. This ordinance amends the County General Plan and County Code to expand the Salida Community Plan area and create a comprehensively planned Salida Community Plan and related zoning classifications. This new Community Plan will provide for transportation improvements, industrial business, commercial centers, parks, school sites, and residential. This ordinance approves a development agreement that establishes the general plan and zoning designations for twenty-five years, irrespective of any growth control measures later enacted by the voters or the Board of Supervisors. This ordinance is not the final approval to develop the Salida Community Plan. This ordinance requires that any development within the Salida Community Plan Amendment Area requires the preparation of a programmatic-level Environmental Impact Report prior to development.


A full copy of Ordinance C.S. 1005 is available online at <http://www.co.stanislaus.ca.us/bos/agenda/2007/20070807/B10.pdf> and is available for review at the Clerk of the Board's Office, 1010 10th Street, Suite 6700, Modesto, CA. For further information, call the Stanislaus County Counsel's Office at 525-6376.

## BY ORDER OF THE BOARD OF SUPERVISORS

DATED: August 7, 2007

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk  
of the Board of Supervisors  
of the County of Stanislaus,  
State of California

BY:

  
Elizabeth A. King, Assistant Clerk of the Board

**DECLARATION OF PUBLICATION  
(C.C.P. S2015.5)**

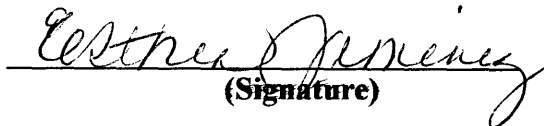
**COUNTY OF STANISLAUS  
STATE OF CALIFORNIA**

I am a citizen of the United States and a resident  
Of the County aforesaid; I am over the age of  
Eighteen years, and not a party to or interested  
In the above entitle matter. I am a printer and  
Principal clerk of the publisher  
of **THE MODESTO BEE**, printed in the City  
of **MODESTO**, County of **STANISLAUS**,  
State of California, daily, for which said  
newspaper has been adjudged a newspaper of  
general circulation by the Superior Court of the  
County of **STANISLAUS**, State of California,  
Under the date of **February 25, 1951, Action  
No. 46453**; that the notice of which the annexed is  
a printed copy, has been published in each issue  
there of on the following dates, to wit:

**AUGUST 20, 2007**

I certify (or declare) under penalty of perjury  
That the foregoing is true and correct and that  
This declaration was executed at  
**MODESTO, California on**

**AUGUST 20, 2007**

  
(Signature)

**ORDINANCE C.S. 1005**

Upon motion of Supervisor Grover, seconded by  
Supervisor Monteith, Ordinance C.S. 1005 was  
passed and adopted at a regular meeting of the  
Board of Supervisors of the County of Stanislaus,  
State of California, this 7th day of August 2007, by  
the following called vote:

**AYES: SUPERVISORS:** Grover, Monteith,  
and DeMartini

**NOES: SUPERVISORS:** Mayfield and Chairman  
O'Brien

**ABSENT: SUPERVISORS:** None

**ABSTAINING: SUPERVISORS:** None

Ordinance C.S. 1005 adopted without alteration the  
County of Stanislaus Salida Area Planning, Road  
Improvement, Economic Development, and Farm-  
land Protection Initiative. The Board also accepted  
as a critical and integral component to the Initia-  
tive and Development Agreement signed copies of  
the First Amendment to Development Agreement,  
which clarifies the authority of the Board of Super-  
visors to condition or deny a development plan that  
includes residential development if such develop-  
ment cannot fully fund the cost of infrastructure for  
business park and industrial development. This or-  
dinance amends the County General Plan and Coun-  
ty Code to expand the Salida Community Plan area  
and create a comprehensively planned Salida Com-  
munity Plan and related zoning classifications.  
This new Community Plan will provide for trans-  
portation improvements, industrial business, com-  
mercial centers, parks, school sites, and residen-  
tial. This ordinance approves a development  
agreement that establishes the general plan and  
zoning designations for twenty-five years, irrespec-  
tive of any growth control measures later enacted  
by the voters or the Board of Supervisors. This  
ordinance is not the final approval to develop the  
Salida Community Plan. This ordinance requires  
that any development within the Salida Community  
Plan Amendment Area requires the preparation of  
a programmatic-level Environmental Impact Re-  
port prior to development.

A full copy of Ordinance C.S. 1005 is available on-  
line at and is available for review at the Clerk of  
the Board's Office, 1010 10th Street, Suite 6700, Mo-  
desto, CA. For further information, call the Stanis-  
laus County Counsel's Office at 525-6376.

**BY ORDER OF THE BOARD OF SUPERVISORS**

**DATED:** August 7, 2007

**ATTEST:** CHRISTINE FERRARO TALLMAN,  
Clerk of the Board of Supervisors of the County of  
Stanislaus, State of California

**BY:** Elizabeth A. King,  
Assistant Clerk of the Board

**AUGUST 20, 2007**



Recording Requested By  
And For The Benefit Of:  
And When Recorded Mail To:

County of Stanislaus  
Department of Planning and  
Community Development  
Attn: Ron Freitas  
1010 Tenth Street, Suite 3400  
Modesto, CA 95354



Stanislaus, County Recorder  
Lee Lundrigan Co Recorder Office  
**DOC- 2007-0106633-00**

Friday, AUG 17, 2007 15:51:19

Ttl Pd \$0.00

Nbr-0002392288

BJE/R3/1-62

Space Above For Recorder's Use

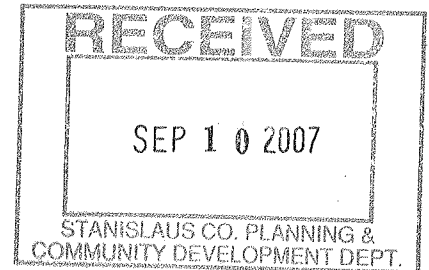
Assessor's Parcel Numbers: 003-020-001; 003-020-014; 003-020-010; 136-032-008; 136-032-033; 136-008-008; 136-032-001; 003-014-013; 135-017-002; 135-017-001; 003-019-003; 136-002-001; 136-002-004; 136-002-024; 136-002-029; 003-021-018; 003-018-015; 003-018-016; 003-018-019; 003-018-020; 078-013-021; 078-013-022; 003-019-013; 003-019-015; 003-019-015

DEVELOPMENT AGREEMENT  
BY AND BETWEEN

COUNTY OF STANISLAUS

AND

BATES PROPERTY, INC.  
DERK J. VAN KONYNENBURG  
JACQUELINE L. VAN KONYNENBURG  
JOHN P. BRITTON AND ALBERTA W. BRITTON 1996 INTER VIVOS TRUST  
BAVAK LAND COMPANY, LLC  
VAN KAY, INC.  
SALIDA 3V INVESTORS, LP  
SALIDA HAMMETT INVESTORS  
SALIDA LLC  
SANDPOINT RANCH, INC.  
CHARLES S. VISS  
GERTRUDE VISS  
BRADDOCK & LOGAN  
ALFRED E. SPINA  
VAN DER MEER, LLC  
L. STEPHEN ENDSLEY  
ANN BLAIR ENDSLEY



102

## **Development Agreement**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into in Stanislaus County on this 7<sup>th</sup> day of August, 2007, by and between Stanislaus County, a political subdivision of the State of California (the "County"), and the holders of legal or equitable interests in certain lands located within the unincorporated area of Stanislaus County (collectively, the "Applicants" and individually, an "Applicant"), pursuant to the authority of California Government Code §§ 65864 *et seq.*

### **RECITALS**

A. To provide the County with greater control over the future of the Salida area, a citizen's initiative entitled the County of Stanislaus Roadway Improvement, Economic Development and Salida Area Farmland Protection and Planning Initiative (the "Initiative") was circulated. The Initiative includes: 1) general plan amendments ("General Plan Amendments"); 2) zoning of the Salida Community Plan Amendment Area to Salida Community Plan (SCP) District (the "SCP Zoning"); and 3) this Agreement. The General Plan Amendments, the SCP Zoning and this Agreement shall be referred to as the "Legislative Project Approvals," and the development of the Salida Community Plan Amendment Area ("Amendment Area") consistent with these Legislative Project Approvals shall be referred to as the "Project." This Agreement is consistent with the County's General Plan, as amended by the Initiative.

B. Consistent with the Initiative and the Legislative Project Approvals, the parties anticipate that during the term of this Agreement and subsequent to the "Effective Date," defined below, Applicants will seek from County certain other implementing non-legislative project-level land use approvals, entitlements, and permits that are necessary or desirable for the Project (the "Subsequent Approvals"). The Subsequent Approvals may include, without limitation, project-level development plans, vesting tentative subdivision maps, final subdivision maps, improvement agreements, development permits, lot line adjustments, use permits, and any amendments to the foregoing.

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

### **AGREEMENT**

#### **Article I      Description of Project Site, Effective Date and Term.**

Section 1.01. Description of Project Site. The real properties which are the subject of this Agreement are located within the Amendment Area depicted on DA Exhibit A-1, are described in the attached DA Exhibit A-2 and are referred to herein as "Project Site," provided, however, that this Agreement shall only be effective as to those properties described in DA Exhibit A-2 for which parties with a legal or equitable interest in the property become signatories to this Agreement. If, due to approval of a lot line adjustment, final map, or discovery of a clerical error a legal description attached hereto as DA Exhibit A-2 needs to be corrected or revised, the Applicant shall, at the time of execution, present County with the revised legal description and

DA Exhibit A-2 shall be amended accordingly. To the extent that the Project Site described in the attached DA Exhibit A-2 is less than the area covered by the Amendment Area, the Project Site may be administratively expanded and automatically incorporated into this Agreement, provided that a party with a legal or equitable interest within the Amendment Area signs, notarizes and causes this Agreement, together with a legally adequate legal description of such interest, to be recorded against the property in which it holds a legal or equitable interest. Upon presentation with this signed Agreement in compliance with the terms of this Agreement and State law, the County Clerk shall administratively record this Agreement against that portion of the Amendment Area covered by such legal or equitable interest.

Section 1.02. Effective Date. This Agreement shall become effective and shall be dated with the later of the effective date of the Initiative or the Legislative Project Approvals (the “Effective Date”).

Section 1.03. Term. The term of this Agreement shall commence on the Effective Date and extend twenty-five (25) years thereafter (the “Term”).

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

Section 2.01. Vested Right to Develop. For the Term of this Agreement, Applicants shall have a vested right to develop the Project on the Project Site in substantial conformance with the terms and conditions of the Legislative Project Approvals, the Subsequent Approvals (as and when issued), the Applicable Law (defined below) and amendments as shall, from time to time, be approved pursuant to this Agreement. Specifically, subject to compliance with CEQA covering the Subsequent Approvals, federal and state laws, and the County’s remaining discretion in connection with the Subsequent Approvals, Applicants shall have the vested right to develop the Project in accordance with the Legislative Project Approvals.

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

Section 2.03. Applicable Law. “Applicable Law” shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the Project Site, governing density, and governing the design, improvements, and construction standards and specifications applicable to the Project and the Project Site, as set forth in this Agreement and the Legislative Project Approvals, and in force and effect on the Effective Date. Nothing in this Agreement is intended to address the applicability of County development-related impact fees, processing fees, or other fees that may be imposed by County against the Project.

Section 2.04. Moratorium, Initiatives and Conflicting Enactments. To the extent consistent with state law (and excepting a declaration of a local emergency or state emergency as defined in Government Code § 8558), if any ordinance, resolution or other measure is enacted

subsequent to the Effective Date, whether by action of County, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise create an additional procedural requirement or affect the timely development of the Project on all or any part of the Project Site, County agrees that such ordinance, resolution, or other measure shall not apply to the Project, the Project Site, this Agreement, the Legislative Project Approvals, or the Subsequent Approvals, if any, during the Term.

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

Section 2.06. Development Timing. Subject to Applicable Law, Applicants shall have the right to develop the Project in such order and at such rate and at such times as Applicants deem appropriate in the exercise of their subjective business judgment.

Section 2.07. Verification of Water Supply. To the extent any vesting tentative maps or tentative maps approved for the Project would trigger the application of Government Code § 66473.7, the vesting tentative maps or tentative maps shall comply with provisions of Government Code § 66473.7.

Section 2.08. Compliance with State and Federal Law. This Agreement is subject to Applicants' compliance with all applicable federal and state laws and regulations and compliance with the California Environmental Quality Act, Public Resources Code § 21000 *et seq.* ("CEQA").

Section 2.09. Funding Districts. Prior to the recordation of any final map, the Applicant filing such map shall petition County to form (or annex into, as applicable) community facilities districts or other such financing districts solely burdening the applicable portion of the Project Site ("Funding Districts"). Upon its receipt of any such petition, County shall cooperate, in accordance with applicable laws and statutorily prescribed procedures, hearings and findings, to assist with and formally consider the formation of (or annexation into, as applicable) mutually agreeable Funding Districts.

### **Article III                      Applicant Obligations.**

Section 3.01. Funding of Environmental Review. Applicants with legal or equitable interest in Project Site properties zoned SCP-R-1, SCP-R-2, or SCP-R-3 ("Residential Applicants") agree, to the extent permitted by law, that prior to County's approval of any discretionary Subsequent Approval, they will fund at their expense, a programmatic-level environmental impact report evaluating the environmental impacts associated with the Project in accordance with CEQA.

Section 3.02. Dedication of Right-of-Way and Construction of Roadway Improvements. The Residential Applicants agree to work cooperatively with County to ensure that full right-of-way for the new expressway from the Hammett/SR 99 interchange to Stoddard Road is dedicated, and/or adequate funding provisions are made to acquire any right-of-way not otherwise dedicated by Residential Applicants, at Residential Applicants' expense prior to the approval of the first final map and that a minimum of four travel lanes (two travel lanes in each direction) will be constructed from Hammett/SR 99 interchange to Stoddard Road concurrently with the first phase of residential development, as mutually defined by Residential Applicants and County.

Section 3.03. Agricultural Mitigation. Residential Applicants shall mitigate the loss of agricultural land by purchasing one acre of permanent conservation easements within Stanislaus County for each acre of land developed in the Amendment Area for residential use.

Section 3.04. Fiscal Impacts. In order that the development of the Salida Community Plan Amendment Area pay its own way and in order to ensure that existing County residents are not financially burdened, Residential Applicants agree that prior to County's approval of any discretionary Subsequent Approval, they will fund at their expense, a Fiscal Impact Analysis to assess the fiscal impact on the County of providing essential County services to the Amendment Area. To the extent that it is demonstrated that a net annual fiscal deficit would occur, Applicants, project sponsors, future developers, and future property owners shall be required to offset said fiscal deficit through a funding mechanism acceptable to the County and Applicants, which may include formation of a Community Facilities District.

Section 3.05. Infrastructure Burden Analysis. In order to subsidize the cost of providing infrastructure to the job-generating Planned Industrial and Business Park land uses within the Amendment Area as a means to attract new employers to Stanislaus County, Residential Applicants agree that prior to County's approval of any discretionary Subsequent Approval, they will fund at their expense an Infrastructure Burden Analysis which shall, among other tasks, assess the fair share cost allocation of Amendment Area infrastructure to residential development as well as assess the maximum one-time burden level that can be accommodated by residential development. To the extent the study indicates that the maximum burden that may be carried by residential development exceeds fair share levels, Residential Applicants consent to the establishment of a fee program through which Residential Applicants would contribute funding in excess of fair share toward the cost of infrastructure for Planned Industrial and Business Park land uses.

Section 3.06. School Impacts. Prior to the recordation of the first final map, the Residential Applicants shall demonstrate that the Project will have a net positive impact on the applicable elementary and secondary public school district(s). Residential Applicants shall satisfy this obligation through an agreement with the school district(s) or with a finding by the Board of Supervisors that the Residential Applicants have made adequate provision for public schools.

Section 3.07. Regional Park and Recreational Funding. Residential Applicants shall dedicate a minimum of 100 acres for use as a new riverfront regional park in the approximate location

shown on the Salida Community Plan concurrently with recordation of the first final map on lands within the Amendment Area described in the attached DA Exhibit B. Residential Applicants also agree to provide funding and/or improvements valued at \$1,000,000, to County, prior to the issuance of the building permit for the 900<sup>th</sup> residential unit in the Amendment Area, to help improve the riverfront park.

Additionally, Residential Applicants agree to provide funding and/or improvements valued at \$5,000,000, to park districts, school districts, County, or other community-based organizations (the "Eligible Organizations"), to improve sports fields and other recreational opportunities within both the Amendment Area and the existing Salida community. Residential Applicants shall provide the funding and/or improvements, or enter into binding agreements with the Eligible Organizations, prior to the issuance of the building permit for the 1,500<sup>th</sup> residential unit in the Amendment Area.

Section 3.08. Salida Incorporation Study. Concurrently with execution of this Agreement, Residential Applicants shall make a payment of \$150,000 to County which, in its discretion, shall use or direct the funds to an appropriate local agency to help fund studies considering the potential incorporation of the Salida Area.

#### **Article IV                      County Obligations.**

Section 4.01. Processing Subsequent Approvals. The Subsequent Approvals shall be deemed tools to implement those final policy decisions reflected by the Legislative Project Approvals and shall be issued by County so long as they comply with this Agreement and Applicable Law and are not inconsistent with the Legislative Project Approvals. Consistent with the Initiative, unless agreed to by Applicants, the County shall not require any further legislative-level entitlements to enable Applicants to build out the Project.

Section 4.02. Exercise of Eminent Domain Authority. Upon request of Applicants, County shall, to the maximum extent legally permitted and consistent with all procedural and other applicable requirements and in furtherance of the purposes of this Agreement and the Initiative, acquire any public rights-of-way necessary for infrastructure or facilities necessary for the Project. Any decision by County to utilize its power of eminent domain for such purpose shall be at the sole cost and expense of Applicants. Nothing contained herein shall be deemed a limitation or abrogation of County's power of eminent domain or authority to establish such power pursuant to California law.

#### Section 4.03. Reimbursement.

A. County agrees to impose a Salida Community Plan fee upon persons seeking governmental approvals within the Salida Community Plan Amendment Area pursuant to the provisions of the Salida Community Plan District. The fees shall be established so that, in the aggregate, they defray, but do not exceed, the cost of preparation, election or adoption, and administration of the Initiative, planning studies and subsequent Development Plans, and environmental impact report. The costs shall include, but not be limited to, the actual County costs, third-party consultant costs, and other reasonable costs paid by Applicants, plus interest. County agrees to reimburse Applicants for Applicants' third-party consultant costs and other

reasonable costs, plus interest (the "Eligible Costs"), paid by Applicants from the funds generated by the Salida Community Plan fee. Applicants shall be entitled to a credit against any Salida Community Plan fees for any Eligible Costs paid by Applicants. Within ninety (90) days of the Effective Date of this Agreement, Applicants shall submit evidence of their Eligible Costs to County for preparation, election, or adoption of the Initiative and planning studies incurred prior to adoption of the Initiative.

B. County and Applicants agree that certain facilities, including but not limited to roadway, wastewater, water, drainage, landscaping, and parks, may be constructed by certain Applicants (the "Constructing Party(ies)") and will benefit other Applicants and/or third-party landowners (collectively, the "Benefited Parties"). It is the intent of the parties hereto that the pro rata share of such upfront planning, design, permitting, and construction costs, calculated at the time of reimbursement, shall be paid to Constructing Party(ies) by such Benefited Parties. Consistent with this stated intent, County shall require that for any such facilities constructed and/or funded in whole or in part by the Constructing Party(ies) for which the Constructing Party(ies) are entitled to reimbursement, County shall impose a reimbursement obligation upon the Benefited Parties at the earliest opportunity.

## **Article V                    Miscellaneous.**

Section 5.01. Amendment to Subsequent Approvals. Any Subsequent Approval or amendment to a Subsequent Approval shall, upon approval or issuance, be automatically vested and incorporated into this Agreement.

Section 5.02. Amendment to This Agreement. Amendments to this Agreement shall be in accordance with state law and Title 22 of the Stanislaus County Code.

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

Section 5.04. Defaults. In the event County or Applicants default under the terms of this Agreement, County, or Applicants shall have all rights and remedies provided under law.

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

the County's Development Agreement enabling ordinance and consistent with Chapter 22.07 of the Stanislaus County Code.

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

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

Section 5.08. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties.

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

Section 5.10. Notices. Any notice or communication required hereunder between County and Applicants must be in writing, and may be given personally, by telefacsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal or other similar courier promising overnight delivery to the respective addresses specified by each party. Any party hereto may at any time, by giving ten (10) days' written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given.

Section 5.11. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

DA EXHIBIT A-1 Map of AMENDMENT AREA

DA EXHIBIT A-2 Legal Descriptions of PROJECT SITE

DA EXHIBIT B Legal Description of PROPERTY DESCRIBED IN SECTION 3.07

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



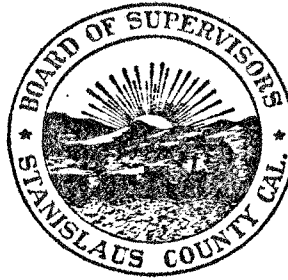
**COUNTY:**

Stanislaus County, a political subdivision of  
the State of California

By: *William O'Brien*

Name: William O'Brien

Title: Chairman of the Board of Supervisors



ATTEST: Christine Ferraro Tallman

Clerk of the Board of Supervisors of the  
County of Stanislaus, State of California

By: *Christine Ferraro Tallman*

Deputy Clerk

[Signature Page]

APPLICANTS:

By: Bates Properties, Inc.  
By: Frederick M. Bates  
Frederick M. Bates  
Title: President

**For and Pertaining to:** Parcel 1 (APN: 003-020-001); Parcel 2 (APN: 003-020-014);  
Parcel 3 (APN: 003-020-10); Parcel 4 (APN: 136-032-08);  
Parcel 5 (APN: 136-032-033)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of monterey

ss.

On Aug. 3, 2007

Date

before me, Julie Tan, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

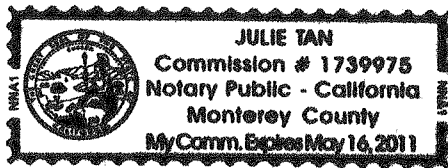
personally appeared Frederick m - Bates

Name(s) of Signer(s)

☒ personally known to me

☐ 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.

Julie Tan  
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

Signer's Name: \_\_\_\_\_

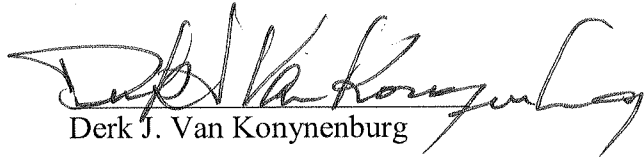
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- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

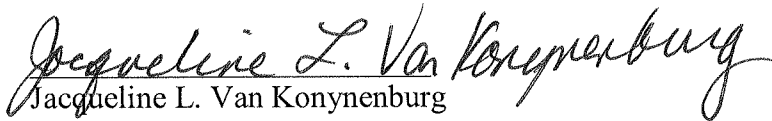
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OF SIGNER

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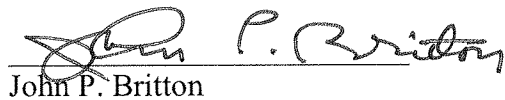
APPLICANTS



Derk J. Van Konynenburg



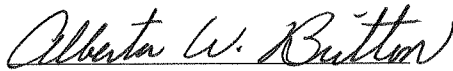
Jacqueline L. Van Konynenburg



John P. Britton

Trustee

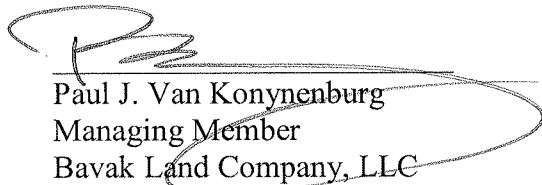
John P. Britton and Alberta W. Britton 1996 Inter Vivos Trust



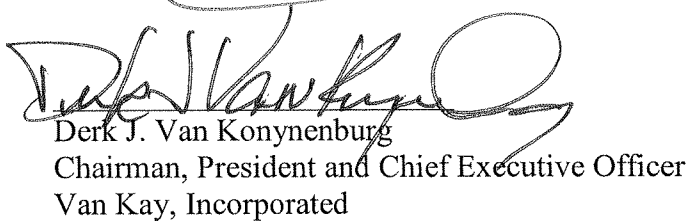
Alberta W. Britton

Trustee

John P. Britton and Alberta W. Britton 1996 Inter Vivos Trust



Paul J. Van Konynenburg  
Managing Member  
Bavak Land Company, LLC



Derk J. Van Konynenburg  
Chairman, President and Chief Executive Officer  
Van Kay, Incorporated

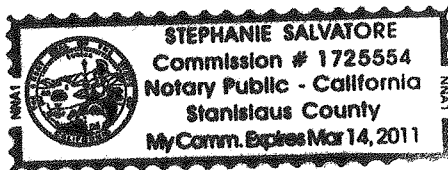
For and Pertaining to: Parcel 1 (APN: 003-020-001); Parcel 2 (APN: 003-020-014);  
Parcel 3 (APN: 003-020-10); Parcel 4 (APN: 136-032-08);  
Parcel 5 (APN: 136-032-033)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of Stanislaus } ss.

On August 6, 2007 before me, Stephanie Salvatore Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Derk J. Van Konynenburg  
Name(s) of Signer(s)

- ☐ personally known to me  
☒ 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.

Stephanie Salvatore  
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: Development Agreement

Document Date: \_\_\_\_\_ Number of Pages: 6

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Stanislaus

ss.

On August 6, 2007 before me, Stephanie Salvatore, Notary Public

personally appeared Jacqueline L. Van Konyenburg

- ☐ personally known to me  
☒ proved to me on the basis of satisfactory evidence



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WITNESS my hand and official seal.

Stephanie Salvatore  
Signature of Notary Public

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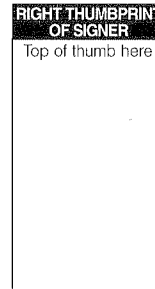
Signer(s) Other Than Named Above:

### Capacity(ies) Claimed by Signer

Signer's Name:

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

Signer Is Representing:

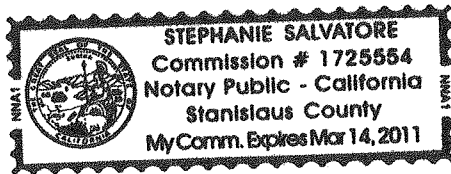


# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California  
County of Stanislaus } ss.

On August 6, 2007 before me, Stephanie Salvatore, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Paul J. Van Konynenburg  
Name(s) of Signer(s)

☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence



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WITNESS my hand and official seal.

Stephanie Salvatore  
Signature of Notary Public

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Signer's Name: \_\_\_\_\_

☒ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: Managing Member

Signer Is Representing: Bavak Land Company, LLC

RIGHT THUMBPRINT  
OF SIGNER

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of

Stanislaus

} ss.

On August 6, 2007 before me, Stephanie Salvatore, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

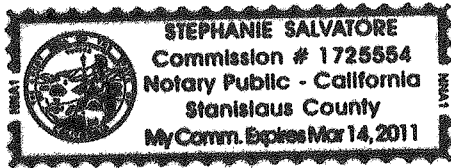
personally appeared

John P. Britton

Name(s) of Signer(s)

☐ personally known to me

☒ 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.

Stephanie Salvatore  
Signature of Notary Public

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Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☒ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

John P. Britton and Alberta W.

Britton 1996 Inter Vivos Trust

**RIGHT THUMBPRINT  
OF SIGNER**

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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of Stanislaus } ss.

On August 6, 2007 before me, Stephanie Salvatore, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Alberta W. Britton  
Name(s) of Signer(s)

- ☐ personally known to me  
☒ 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.

Stephanie Salvatore  
Signature of Notary Public

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

Signer Is Representing: John P. Britton and Alberta W. Britton 1996 Inter Vivos Trust

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Stanislaus

SS.

On August 6, 2007 before me,

Stephanie Salvatore Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Derk J. Van Konynenburg

Name(s) of Signer(s)

☐ personally known to me

☒ 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.

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Stephanie Salvatore  
Signature of Notary Public

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Number of Pages: 6

Signer(s) Other Than Named Above:

### Capacity(ies) Claimed by Signer

Signer's Name:

☐ Individual

☒ Corporate Officer — Title(s):

Chairman, President, CEO

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

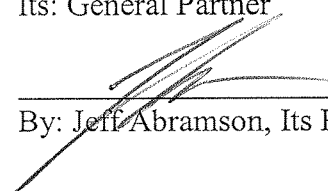
Van Kay, Inc.

RIGHT THUMBPRINT  
OF SIGNER

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**APPLICANTS:**

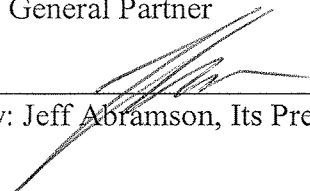
Salida 3V Investors LP  
a California Limited Partnership  
By: Salida 3V Ventures LLC  
a California Limited Liability Company  
Its: General Partner



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By: Jeff Abramson, Its President

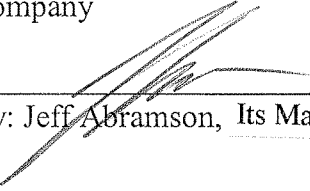
Salida Hammett Investors LP  
a California Limited Partnership  
By: Salida Hammett Ventures Inc,  
a California Corporation  
Its General Partner



---

By: Jeff Abramson, Its President

Salida, LLC, a California Limited Liability  
Company



---

By: Jeff Abramson, Its Manager

For and Pertaining to:

Parcel 6 (APN: 136-008-08); Parcel 7 (APN: 136-032-01);  
Parcel 8 (APN: 003-014-13); Parcel 9 (APN: 135-017-002);  
Parcel 10 (APN: 135-017-001); Parcel 15 (APN: 136-002-024);  
Parcel 16 (APN: 136-002-029)

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

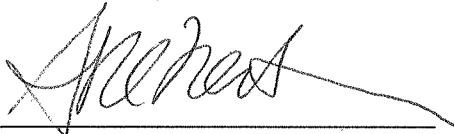
State of California  
County of Contra Costa

On **August 2, 2007** before me, **Alison L. DeFreitas**, Notary Public, personally appeared **Jeffrey W. Abramson**

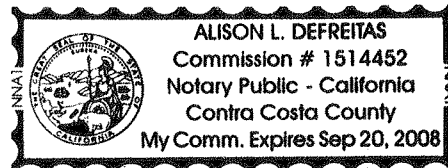
- ☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence

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.



**Alison L. DeFreitas**  
Signature of Notary Public



**SANDPOINT RANCH, INC.,**  
a California Corporation

By: \_\_\_\_\_

David O. Romano

Its: Vice-President

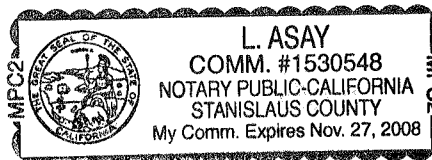
For and Pertaining to: Parcel 11 (APN: 003-019-03)

State of California     )  
  ) ss.  
County of Stanislaus    )

On August 14, 2007, before me, L. Asay, Notary Public, personally appeared **DAVID O. ROMANO**, 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.

L. Asay  
Signature of Notary Public



(seal)

**COUNTY:**

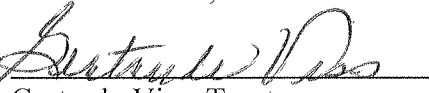
Stanislaus County, a political subdivision of  
the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPLICANTS:**

CHARLES S. VISS AND GERTRUDE VISS  
LIVING TRUST

By:   
Charles S. Viss, Trustee

By:   
Gertrude Viss, Trustee

For and Pertaining to:      Parcel 12 (APN: 136-002-001)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Stanislaus

On August 16, 2007, before me, Christopher B. Tyler, Notary Public,  
personally appeared Gertrude Viss,

☐ personally known to me

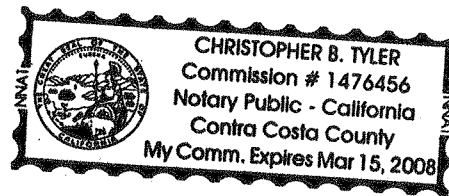
☒ proved to me on the basis of satisfactory evidence

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.

Christopher B. Tyler

Signature of Notary Public



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Stanislaus

On August 16, 2007, before me, Christopher B. Tyler, Notary Public,  
personally appeared Charles S. Vics,

☐ personally known to me

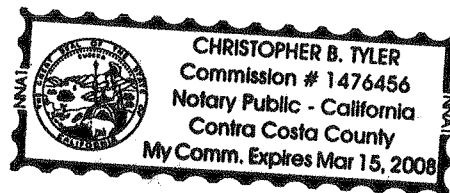
☒ proved to me on the basis of satisfactory evidence

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.

Christopher B. Tyler

Signature of Notary Public





notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given.

Section 5.11. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

DA EXHIBIT A-1 Map of AMENDMENT AREA

DA EXHIBIT A-2 Legal Descriptions of PROJECT SITE

DA EXHIBIT B Legal Description of PROPERTY DESCRIBED IN SECTION 3.07

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

**COUNTY:**

Stanislaus County, a political subdivision of  
the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPLICANTS:**

By: \_\_\_\_\_  
Name: JEFF LAWRENCE / BROOK & LOGAN  
Title: VP

For and Pertaining to: Parcel 13 (APN: 136-002-04)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Contra Costa

} ss.

On 8/9/07 before me, Nancy E. Embrey, Notary Public

Date

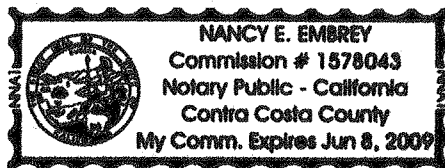
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Jeffrey S. Lawrence

Name(s) of Signer(s)

- ☒ personally known to me  
☐ 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.

Nancy E. Embrey  
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: Dev. Agreement - Stanislaus Cty

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

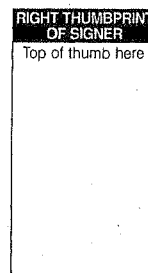
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_



## OWNER'S CONSENT TO DEVELOPMENT AGREEMENT

The undersigned, being the owner(s) of record of the property described in the attached Development Agreement dated August 17, 2007, hereby consent(s) to the terms and conditions of the Development Agreement and to the recordation thereof, and agree(s) that the Development Agreement shall be binding upon the parties to the Development Agreement and their respective heirs, successors, and assigns, representatives, lessees, and all other persons acquiring all or a portion of the Project described in the Development Agreement, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in the Development Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code § 1468.

  
ALFRED E. SPINA

Print Name:

Development Agreement Exhibit A-2 Parcel 13

APN: 136-002-004

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Stanislaus

On August 13, 2007, before me, Christopher B. Tyler, Notary Public,  
personally appeared Alfred E. Spina,

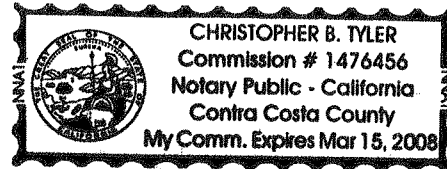
☐ personally known to me

☒ 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.

Christopher B. Tyler  
Signature of Notary Public



notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given.

Section 5.11. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

DA EXHIBIT A-1 Map of AMENDMENT AREA

DA EXHIBIT A-2 Legal Descriptions of PROJECT SITE

DA EXHIBIT B Legal Description of PROPERTY DESCRIBED IN SECTION 3.07

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

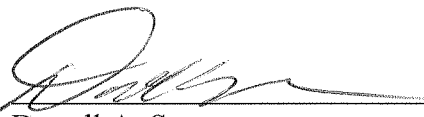
**COUNTY:**

Stanislaus County, a political subdivision of the State of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

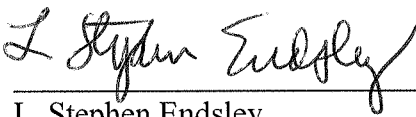
**APPLICANTS:**

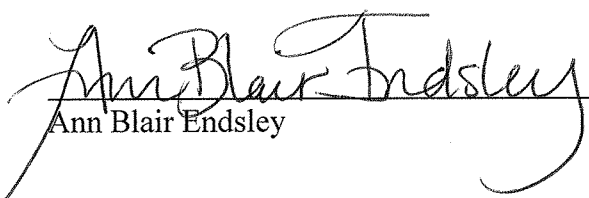
**Van Der Meer, LLC, a California Limited Liability Company**

By:   
Name: Darrell A. Souza  
Title: Operating Manager

For and Pertaining to: Parcel 17 (APN: 003-021-018); Parcel 18 (APN: 003-018-015);  
Parcel 19 (APN: 003-018-016); Parcel 20 (APN: 003-018-019);  
Parcel 21 (APN: 003-018-020); Parcel 22 (APN: 078-013-021);  
Parcel 23 (APN: 078-013-022)

**L. STEPHEN ENDSLEY and ANN BLAIR ENDSLEY,**  
husband and wife as joint tenants

By:   
L. Stephen Endsley

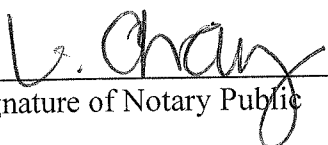
By:   
Ann Blair Endsley

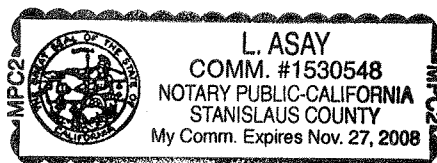
For and Pertaining to: Parcel 24 (APN: 003-019-013 thru 015)

State of California     )  
                                      ) ss.  
County of Stanislaus    )

On August 13, 2007, before me, L. Asay, Notary Public,  
personally appeared L. STEPHEN ENDSLEY and ANN BLAIR ENDSLEY, personally known to me  
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~/are  
subscribed to the within instrument, and acknowledged to me that ~~he~~/~~she~~/they executed the same in  
~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature of Notary Public



(seal)

# California All-Purpose Acknowledgment

State of California

County of

Stanislaus

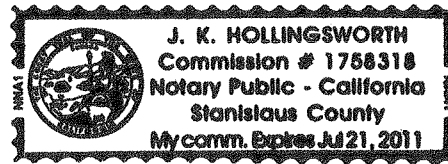
} SS.

On Aug 16, 2007 before me, J. K. Hollingsworth,  
Name and Title of Notary Public  
personally appeared Darrell Souza

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.

J. K. Hollingsworth  
Signature of Notary Public

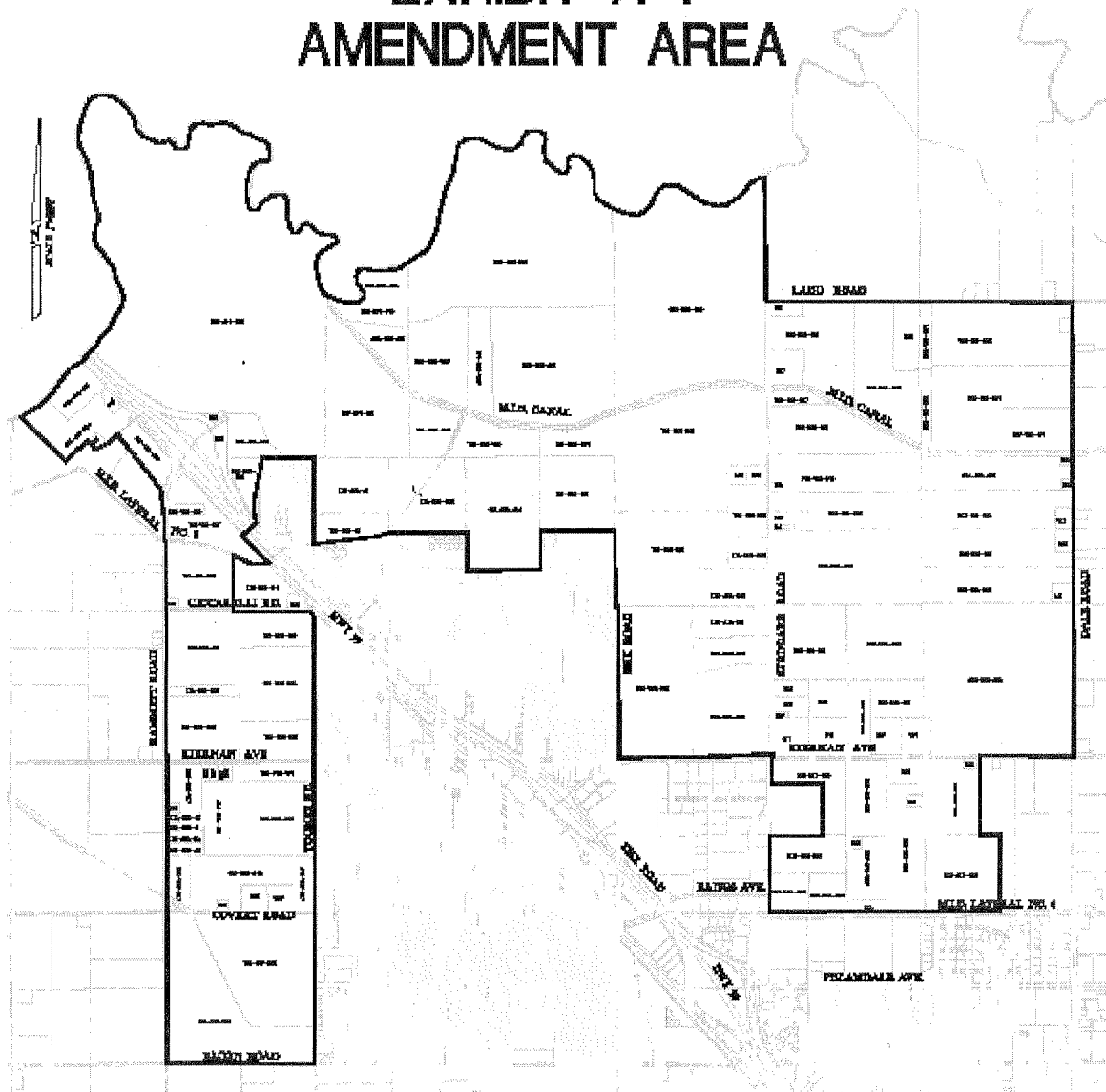


This area for official notarial seal

(Optional) My commission expires on: July 21, 2011

(Optional) Phone No.: (209) 988-9172

# EXHIBIT A-1 AMENDMENT AREA





**--- This Page Intentionally Left Blank ---**

**DA EXHIBIT A-2**  
**PARCEL 1**  
**DESCRIPTION**

All that portion of land as described in that deed filed for record on September 16, 1981 in Volume 3479 of Official Records at Page 173, Stanislaus County Records, situate in Sections 21,22,27 and 28, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

Beginning at the interior quarter corner of said Section 27; thence north along the north-south quarter section line to the left bank of the Stanislaus River; thence northwesterly, downstream along the left bank of said river to the north-south quarter quarter section line in the northeast quarter of said Section 28; thence south along said north-south quarter quarter section line a distance of 1099.91 feet; thence North 83°38'24" East 366.78 feet; thence North 64°12'54" East 503.64 feet to the east-west quarter section line of said Section 28; thence east along said east-west quarter section line a distance of 502.57 feet to the quarter corner common to said Sections 27 and 28; thence east along the east-west quarter section line of said Section 27 a distance of 2636.20 feet to the point of beginning.

APN: 003-020-001

**DA EXHIBIT A-2**

**PARCEL 2**

**DESCRIPTION**

All that portion of land as described in that deed filed for record on September 30, 1993 in Document Number 93-0100293, Stanislaus County Records, situate in Section 27, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

Beginning at the interior quarter corner of said Section 27; thence north along the north-south quarter section line to the southerly bank of the Stanislaus River; thence easterly, upstream along the southerly bank of said river to the east line of said Section 27, thence south along said east line a distance of 2248.79 feet to the north line of the 20.00 foot half width of Ladd Road; thence along said north line North 89°50'18" West 20.00 feet to the west line of the 20.00 foot half width of Stoddard Road; thence along said west line South 00°23'34" East 1488.74 feet to the north right of way line of the 100.00 foot wide Modesto Irrigation District Main Canal; thence west along said north right of way line to the north-south quarter section line of said Section 27; thence north along said north-south quarter section line 1828.62 feet to the point of beginning.

APN: 003-020-014

**DA EXHIBIT A-2**

**PARCEL 3**

**DESCRIPTION**

All that portion of land as described in that deed filed for record on July 15, 1997 in Document Number 97-0053454, Stanislaus County Records, situate in Section 27, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

Beginning at the interior quarter corner of said Section 27; thence west along the east-west quarter section line of Section 27 a distance of 2484.20 feet; thence South 00°22'57" East 1956.86 feet to the north right of way line of the 100.00 foot wide Modesto Irrigation District Main Canal; thence east along said right of way line to the north-south quarter section line of said Section 27; thence north along said north-south quarter section line 1828.62 feet to the point of beginning.

APN: 003-020-10

**DA EXHIBIT A-2**

**PARCEL 4**

**DESCRIPTION**

All that portion of land as described in that deed filed for record on July 15, 1997 in Document Number 97-0053454, Stanislaus County Records, situate in Section 28, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

The southeast quarter of the southeast quarter of said Section 28 lying westerly of the west line of the 40.00 foot wide Modesto Irrigation District Lateral No. 8 and southerly of the south line of the 100.00 foot wide Modesto Irrigation District Main Canal.

APN: 136-032-08

**DA EXHIBIT A-2**

**PARCEL 5**

**DESCRIPTION**

All that portion of land as described in that deed filed for record on May 11, 1988 in Instrument Number 88-030500, Stanislaus County Records, situate in Section 27 and 28, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

All that portion of the southwest quarter of the southwest quarter of Section 27 lying easterly of the east line of the 40.00 foot wide Modesto Irrigation District Lateral No. 8 and southerly of the south line of the 100.00 foot wide Modesto Irrigation District Main Canal.

APN: 136-032-33

**DA EXHIBIT A-2**

**PARCEL 6**

**DESCRIPTION**

The northeast quarter of the northeast quarter of Section 33, Township 2 South, Range 8 East, Mount Diablo Base and Meridian.

APN: 136-008-08

**DA EXHIBIT A-2**

**PARCEL 7**

**DESCRIPTION**

The northwest quarter of the northwest quarter of Section 34 and the north half of the southwest quarter of the northwest quarter of Section 34 situate in Township 2 South, Range 8 East, Mount Diablo Base and Meridian.

APN: 136-032-01



**DA EXHIBIT A-2**

**PARCEL 8**

**DESCRIPTION**

All that portion of the west half of the southeast quarter of Section 28, Township 2 South, Range 8 East, Mount Diablo Base and Meridian.

Excepting therefrom all that portion thereof lying northeasterly of the centerline of the 100 foot Modesto Irrigation District Main Canal.

APN: 003-014-13

**DA EXHIBIT A-2**

**PARCEL 9**

**DESCRIPTION**

All that portion of Southwest quarter of Section 4, Township 3 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Beginning at the northeast corner of the southwest quarter of said Section 4; thence North  $89^{\circ}47'00''$  West 2185.10 feet along the north line of said southwest quarter to a point on the center line of Modesto Irrigation District Lateral No. 6; thence along said center line and through a non-tangent curve concave to the southwest, having a central angle of  $16^{\circ}18'30''$  and a radius of 432.77 feet, an arc length of 123.18 feet; thence South  $26^{\circ}47'30''$  East 1974.08 feet; thence through a tangent curve concave to the northeast, having a central angle of  $62^{\circ}53'40''$  and a radius of 227.66 feet, an arc length of 249.91 feet; thence South  $89^{\circ}41'10''$  East 1041.95 feet to a point on the east line of the southwest quarter of said Section 4; thence along said east line North  $00^{\circ}32'50''$  West 1985.37 feet to the point of beginning.

APN: 135-017-002

**DA EXHIBIT A-2**

**PARCEL 10**

**DESCRIPTION**

All that portion of Southwest quarter of Section 4, Township 3 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Beginning at the northwest corner of the southwest quarter of said Section 4; thence South  $89^{\circ}47'00''$  East 449.23 feet along the north line of said southwest quarter to a point on the center line of Modesto Irrigation District Lateral No. 6; thence along said center line and through a non-tangent curve concave to the southwest, having a central angle of  $16^{\circ}18'30''$  and a radius of 432.77 feet, an arc length of 123.18 feet; thence South  $26^{\circ}47'30''$  East 1974.08 feet; thence through a tangent curve concave to the northeast, having a central angle of  $62^{\circ}53'40''$  and a radius of 227.66 feet, an arc length of 249.91 feet; thence South  $89^{\circ}41'10''$  East 1041.95 feet to a point on the east line of the southwest quarter of said Section 4; thence along said east line South  $00^{\circ}32'50''$  East 651.62 feet to the south line of the southwest quarter of said Section 4; thence along said south line South  $89^{\circ}55'30''$  West 2625.85 feet to the west line of the southwest quarter of said Section 4; thence along said west line North  $00^{\circ}43'55''$  West 2650.37 feet to the point of beginning.

Excepting therefrom the following parcel:

Commencing at the southwest corner of said Section 4; thence North  $89^{\circ}55'30''$  East 1329.80 feet along south line of said Section 4; thence North  $00^{\circ}31'00''$  West 712.10 feet; thence North  $89^{\circ}30'00''$  East 20.00 feet to the true point of beginning; thence continue North  $89^{\circ}30'00''$  East 20.63 feet to a point on a non-tangent curve and being the southwesterly right of way line of Lateral No. 6 of the Modesto Irrigation District; thence southerly along said right of way and along a curve concave to the northeast having a radius of 277.66 feet through a central angle of  $5^{\circ}28'49''$ , an arc length of 26.56 feet; thence leaving said right of way at a non-tangent point South  $89^{\circ}30'00''$  West 38.09 feet; thence North  $00^{\circ}30'00''$  West 20.00 feet to the point of beginning.

APN: 135-017-001

**DA EXHIBIT A-2**

**PARCEL 11**

**DESCRIPTION**

The land referred to in this policy is situated in the County of Stanislaus State of California, and is described as follows:

All that portion of Section 35, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, described as follows:

Commencing at the Northwest corner of the Southeast Quarter of Section 35, Township 2 South, Range 8 East, Mount Diablo Base and Meridian; thence South along said section line 120 rods; thence East 8 rods; thence South 40 rods to south line of said section; thence east along the south line 152 rods to the Southeast corner of said section thence North along the east line 160 rods; thence continue North along said East Section line 25 feet; thence west along a line run through center of ditch to a point on the west line of the northeast quarter of Section 35, which point is 15 feet North of the Southwest corner of said Northeast Quarter; thence South 15 feet to the Northwest corner of the Southeast Quarter of said section and place of beginning.

Excepting there from all that portion thereof, lying within lot 16 of Eden Colony, according to the official map thereof, filed in the Office of the Recorder, County of Stanislaus, state of California, on August 14, 1909 in Volume 4 of maps, at Page 32.

Also excepting there from that portion conveyed to the State of California by deed recorded October 28, 1980 as Instrument No. 26753 described as follows:

Beginning at a brass plate monument set to mark the Southeast corner of said section 35, thence along the southerly line of said section South  $89^{\circ} 28'09''$  West, 480.17 feet; thence North  $0^{\circ} 31'51''$  West, 25.00 feet to the northerly line of the existing State Highway route 10-sta-219, post mile 1.8; thence north  $86^{\circ} 03'47''$  east, 420.77 feet; thence North  $37^{\circ} 34'18''$  East, 57.19 feet to the westerly line of Dale Road (a county road 50 feet in width) thence north  $89^{\circ} 33'18''$  east, 25.00 feet to the easterly line of said section; thence along said easterly line South  $0^{\circ} 26'42''$  East, 94.96 feet to the Point of Beginning.

APN: 003-019-03

**DA EXHIBIT A-2**

**PARCEL 12**

**DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN UNINCORPORATED,  
COUNTY OF Stanislaus, STATE OF California AND IS DESCRIBED AS FOLLOWS:

**PARCEL ONE:**

The West half of the Southwest quarter of Section 33, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.

EXCEPT THEREFROM that portion thereof described as follows:

BEGINNING at the Southwest corner of said Section; thence North  $0^{\circ}43'$  West along the West line of said Section 1319.14 feet; thence North  $89^{\circ} 15'$  East 1320.86 feet to the East line of the West half of the Southwest quarter of said Section; thence South  $0^{\circ} 43'$  East along said East line 1319.14 feet to the Southeast corner of the West half of the Southwest quarter of said Section; thence South  $89^{\circ} 15'$  West along said South line 1320.86 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion described as follows: Parcel 1 of that certain Parcel Map recorded September 23, 1999 in Book 49 of Parcel Maps at page 67.

**PARCEL TWO:**

Parcel 1 of that certain Parcel Map recorded September 23, 1999 in Book 49 of Parcel Maps at page 67, Stanislaus County Records

APN: 136-002-001

**DA EXHIBIT A-2**

**PARCEL 13**

**DESCRIPTION**

Real property situate in the unincorporated area of Stanislaus County, State of California, commonly known as 5730 Ciccarelli Road, Modesto and more particularly described as follows:

The North twenty (20) acres of the East half of the Southwest quarter of Section 33, Township 2 South, Range 8 East, Mount Diablo Base and Meridian.

Excepting therefrom all that triangle lot described as following, to wit:

Beginning at a point in the East line of the Southwest quarter of Section 33, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, which point of beginning is thirty-five feet South of the Northeast corner of said Southwest quarter section, and running thence North thirty-five feet to the Northeast corner of said Southwest quarter; thence West along the North line of said Southwest quarter thirty-five feet; thence Southeasterly and diagonally across the Northeast corner of said quarter section fifty feet more or less to the point of beginning.

APN 136-002-04

**DA EXHIBIT A-2**

**PARCEL 14**

**DESCRIPTION**

All that certain real property being a portion of the Southwest quarter of the Southwest quarter of Section 33, Township 2 South, Range 8 East, Mount Diablo Meridian, County of Stanislaus, State of California, being more particularly described as follows:

COMMENCING for reference at the Southwest corner of said Section 33, with said point lying at the intersection of the centerlines of Kiernan Avenue and Hammett Road; thence North  $0^{\circ} 43'00''$  West along the West line of said Section and along the centerline of Hammett Road, a distance of 1132.36 feet; thence leaving last said lines and proceeding North  $89^{\circ} 14'46''$  East, a distance of 20.00 feet to a point on the East right-of-way line of said Hammett Road and the TRUE POINT OF BEGINNING; thence North  $0^{\circ} 43'00''$  West along said right-of way line, a distance of 186.78 feet to the Northwest corner of PARCEL NO. 1 as described in the Deed to J&N Ranch, recorded April 26, 1978 in Volume 3047 of Official Records at Page 95; thence North  $89^{\circ} 14'46''$  East along the North line of said PARCEL NO. 1, a distance of 1301.06 feet to the Northeast corner thereof, with said point lying on the East line of the West Half of the Southwest Quarter of said Section 33; thence South  $0^{\circ} 43'12''$  East along said quarter-quarter section line and along the East line of said PARCEL NO.1, a distance of 186.78 feet; thence leaving last said lines and proceeding South  $89^{\circ} 14'46''$  West, a distance of 1301.08 feet to the POINT OF BEGINNING.

SUBJECT TO all easements and/or rights-of-way record.

APN 136-002-030

**DA EXHIBIT A-2**

**PARCEL 15**

**DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN UNINCORPORATED,  
COUNTY OF Stanislaus, STATE OF California AND IS DESCRIBED AS FOLLOWS:

The East half of the Southwest quarter of Section 33, Township 2 South, Range 8 East, Mount  
Diablo Base and Meridian, according to the United States Government Township Plats.

EXCEPTING THEREFROM the North 20  
acres. ALSO EXCEPTING THEREFROM  
THE FOLLOWING:

BEGINNING at the Southeast corner of said Southwest quarter; thence North  $0^{\circ} 19' 40''$  West  
along the East line of said Southwest quarter of and along the centerline of Toomes Road, a  
distance of 705.01 feet; thence South  $89^{\circ} 38' 39''$  West, a distance of 1321.09 feet to the Westerly  
line of the East one-half of said Southwest quarter; thence South  $0^{\circ} 19' 29''$  East along said  
Westerly line, a distance of 705.01 feet to the South line of said Section 33; thence North  $89^{\circ} 38'$   
 $39''$  East along said South line also being the centerline of Kiernan Avenue, a distance of 1321.13  
feet to the point of beginning.

APN: 136-002-024



**DA EXHIBIT A-2**

**PARCEL 16**

**DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN UNINCORPORATED, COUNTY OF Stanislaus, STATE OF California AND IS DESCRIBED AS FOLLOWS:

That portion of the West half of the Southwest quarter of Section 33, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, described as follows:

BEGINNING at the Southwest corner of said section; thence North  $0^{\circ} 43'$  West along the West line of said section 1319.14 feet; thence North  $89^{\circ} 15'$  East, 1320.86 feet to the East line of the West half of the Southwest quarter of said section; thence South  $0^{\circ} 43'$  East along said East line 1319.14 feet to the Southeast corner of the West half of the Southwest quarter of said section; thence South  $89^{\circ} 15'$  West along said South line 1320.86 feet to the point of beginning.

EXCEPTING THEREFROM that certain property conveyed to the Salida Union Elementary School District as described in the Grant Deed recorded August 29, 2001 as Document No. 2001-0101178-00, Stanislaus County Records.

APN: 136-002-029

**DA EXHIBIT A-2**

**PARCEL 17**

**DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN UNINCORPORATED, COUNTY OF Stanislaus, STATE OF California AND IS DESCRIBED AS FOLLOWS:

All that portion of the South one-half of Section 26, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, lying Southerly of the Southerly line of the Modesto Irrigation District Main Canal.

Except therefrom that portion conveyed to the Modesto Irrigation District, a California irrigation district in deed recorded October 17, 2005 as Document No. 2005-0189900-00, Stanislaus County Records, more particularly described as follows:

Commencing at the Southwest corner of said Section 26 as shown on that certain Parcel Map filed in Book 50 of Parcel Maps, at Page 48, Stanislaus County Records; thence North 00°40'25" West along the west line of said Section 25, a distance of 1074.08 feet to the intersection of west line of Section 26 and the westerly extension of the south right of way line the Modesto Irrigation District Main Canal; thence North 85°56'29" East, 20.03 feet to the east right of way line of Stoddard Road and the south right of way line of the Modesto Irrigation District Main Canal and the True Point of Beginning; thence South 00°40'25" East, parallel with and 20.00 feet east of the west line of said Section 26, a distance of 230.40 feet; thence North 89°40'50" East; 1105.12 feet to the southwesterly right of way of the Modesto Irrigation District Main Canal; thence North 61°58'01" West along the said right of way of the Modesto Irrigation District Main Canal a distance of 451.44 feet to the beginning of a tangent curve concave to the southwest, having a radius of 407.22 feet and to which point a radial line bears North 28°01'59" East, thence westerly 228.09 feet along said curve through a central angle 32°05'30"; thence South 85°56'29" West, 490.36 feet to the point of beginning.

APN: 003-021-018

**DA EXHIBIT A-2**

PARCEL 18

DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN UNINCORPORATED, COUNTY OF Stanislaus, STATE OF California AND  
IS DESCRIBED AS FOLLOWS:

**Parcel No. 1:**

North half of the North half of the North half of the Northwest quarter of Section 35, in Township 2 South, Range 8 East, Mount Diablo Base and Meridian.

**Parcel No. 2:**

The South 20 acres of the North 40 acres of the Northwest Quarter of Section 35, Township 2 South, Range 8 East, Mount Diablo Base and Meridian.

Excepting therefrom the South 150 feet of the West 230 feet (said west 230 feet being measured from the center line of Stoddard Avenue.)

APN: 003-018-015

**DA EXHIBIT A-2**

PARCEL 19

DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN UNINCORPORATED, COUNTY OF Stanislaus, STATE OF California AND  
IS DESCRIBED AS FOLLOWS:

The South half of the North half of the Northeast quarter of Section 35, Township 2 South , Range 8 East, Mount Diablo Base and Meridian.

Excepting therefrom Parcel A of that certain Parcel Map recorded October 14, 1981 in Book 32 of Parcel Maps, Page 38

APN: 003-018-016

**DA EXHIBIT A-2**

**PARCEL 20**

**DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN UNINCORPORATED, COUNTY OF Stanislaus, STATE OF California AND  
IS DESCRIBED AS FOLLOWS:

The North one-half of the South one-half of the Northeast quarter of Section 35, Township 2 South, Range 8 East, Mount Diablo Base and Meridian.

Excepting therefrom Parcel B of the certain Parcel Map recorded October 14, 1981 in Book 32 of Parcel Maps, Page 38.

APN: 003-018-019

**DA EXHIBIT A-2**

**PARCEL 21**

**DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN UNINCORPORATED, COUNTY OF Stanislaus, STATE OF California AND IS DESCRIBED AS FOLLOWS:

The South one-half of the South one-half of the Northeast quarter of Section 35, Township 2 South, Range 8 East, Mount Diablo Base and Meridian.

Excepting therefrom the following described parcel:

Commencing at the Northeast corner of Section 35, Township 2 South, Range 8 East, Mount Diablo Base and Meridian; thence South 00°41'20" East, and in Dale Road 2,056 feet to a point; thence South 89°20'40" West 671 feet to a point and said point being the true point of beginning, thence continue South 89°40' West 20 feet to a point; thence North 00°39'20" East 36.5 feet to a point; thence North 89°20'40" East 20 feet to a point; thence South 00°39'20" West 36.5 feet to the point of beginning.

Also excepting therefrom Parcel C of that certain Parcel Map recorded October 14, 1981 in Book 32 of Parcel Maps, Page 38.

APN: 003-018-020

**DA EXHIBIT A-2**

PARCEL 22

DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN UNINCORPORATED, COUNTY OF Stanislaus, STATE OF California AND  
IS DESCRIBED AS FOLLOWS:

Parcel B, as shown on that certain Parcel Map recorded November 2, 1979, filed in Book 20 of Parcel Maps, at Page 127, Stanislaus County  
Records.

APN: 078-013-021

**DA EXHIBIT A-2**

PARCEL 23

DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN UNINCORPORATED, COUNTY OF Stanislaus, STATE OF California AND  
IS DESCRIBED AS FOLLOWS:

Parcel A as shown on that certain Parcel Map recorded November 2, 1979, filed in Book 29 of Parcel Maps, at Page 127, Stanislaus County  
Records.

APN: 078-013-022



**DA EXHIBIT A-2**

PARCEL 24

DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF Modesto, COUNTY OF Stanislaus, STATE OF California  
AND IS DESCRIBED AS FOLLOWS:

Parcels A, B and C, as shown and designated on that certain Parcel Map filed for record April 26, 1984 in Book 35 of Parcel Maps, page 18,  
Stanislaus County Records.

APN: 003-019-013 thru 015

**DA EXHIBIT B**

**PARCEL 1**

**DESCRIPTION**

All that portion of land as described in that deed filed for record on September 16, 1981 in Volume 3479 of Official Records at Page 173, Stanislaus County Records, situate in Sections 21,22,27 and 28, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

Beginning at the interior quarter corner of said Section 27; thence north along the north-south quarter section line to the left bank of the Stanislaus River; thence northwesterly, downstream along the left bank of said river to the north-south quarter quarter section line in the northeast quarter of said Section 28; thence south along said north-south quarter quarter section line a distance of 1099.91 feet; thence

North 83°38'24" East 366.78 feet; thence North 64°12'54" East 503.64 feet to the east-west quarter section line of said Section 28; thence east along said east-west quarter section line a distance of 502.57 feet to the quarter corner common to said Sections 27 and 28; thence east along the east-west quarter section line of said Section 27 a distance of 2636.20 feet to the point of beginning.

APN: 003-020-001

**DA EXHIBIT B**  
**PARCEL 2**  
**DESCRIPTION**

All that portion of land as described in that deed filed for record on September 30, 1993 in Document Number 93-0100293, Stanislaus County Records, situate in Section 27, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

Beginning at the interior quarter corner of said Section 27; thence north along the north-south quarter section line to the southerly bank of the Stanislaus River; thence easterly, upstream along the southerly bank of said river to the east line of said Section 27, thence south along said east line a distance of 2248.79 feet to the north line of the 20.00 foot half width of Ladd Road; thence along said north line North 89°50'18" West 20.00 feet to the west line of the 20.00 foot half width of Stoddard Road; thence along said west line South 00°23'34" East 1488.74 feet to the north right of way line of the 100.00 foot wide Modesto Irrigation District Main Canal; thence west along said north right of way line to the north-south quarter section line of said Section 27; thence north along said north-south quarter section line 1828.62 feet to the point of beginning.

APN: 003-020-014

**DA EXHIBIT B**

**PARCEL 3**

**DESCRIPTION**

All that portion of land as described in that deed filed for record on July 15, 1997 in Document Number 97-0053454, Stanislaus County Records, situate in Section 27, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

Beginning at the interior quarter corner of said Section 27; thence west along the east-west quarter section line of Section 27 a distance of 2484.20 feet; thence South 00°22'57" East 1956.86 feet to the north right of way line of the 100.00 foot wide Modesto Irrigation District Main Canal; thence east along said right of way line to the north-south quarter section line of said Section 27; thence north along said north-south quarter section line 1828.62 feet to the point of beginning.

APN: 003-020-10

**DA EXHIBIT B**  
**PARCEL 4**  
**DESCRIPTION**

All that portion of land as described in that deed filed for record on July 15, 1997 in Document Number 97-0053454, Stanislaus County Records, situate in Section 28, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

The southeast quarter of the southeast quarter of said Section 28 lying westerly of the west line of the 40.00 foot wide Modesto Irrigation District Lateral No. 8 and southerly of the south line of the 100.00 foot wide Modesto Irrigation District Main Canal.

APN: 136-032-08

**DA EXHIBIT B**

**PARCEL 5**

**DESCRIPTION**

All that portion of land as described in that deed filed for record on May 11, 1988 in Instrument Number 88-030500, Stanislaus County Records, situate in Section 27 and 28, Township 2 South, Range 8 East, Mount Diablo Base and Meridian, being more particularly described as:

All that portion of the southwest quarter of the southwest quarter of Section 27 lying easterly of the east line of the 40.00 foot wide Modesto Irrigation District Lateral No. 8 and southerly of the south line of the 100.00 foot wide Modesto Irrigation District Main Canal.

APN: 136-032-33