

STAPLES RANCH POLICY STATEMENT
Safe Streets Pleasanton, City of Pleasanton, Alameda Creek Alliance, Center for
Biological Diversity and Alameda County Surplus Property Authority
August 3, 2010

This Policy Statement is conditional upon and valid if and only if and when a legal agreement is signed between the Alameda County Surplus Property Authority (ACSPA), Alameda Creek Alliance, and Center for Biological Diversity regarding outstanding biological issues related to the Staples Ranch development.

Whereas, the City of Pleasanton (City) and the Alameda County Surplus Property Authority (ACSPA) entered into A Memorandum of Understanding dated April 16, 2006 setting forth the framework for a 124-acre Staples Ranch development located at the southwest corner of I-580 and El Charro Road; and

Whereas, the proposed Staples Ranch development is currently planned to include an approximately 37 acre auto mall to accommodate the relocation of the Pleasanton Auto Mall as well as the Mercedes-Benz of Pleasanton dealership, a 45 acre senior continuing care community with a health center being developed by Continuing Life Communities (CLC), an 11 acre commercial/retail development, a 17 acre community park with an Ice Center, and a 5 acre neighborhood park that includes a storm water detention basin; and

Whereas, the City Council of the City of Pleasanton has scheduled meetings on August 24, 2010 to consider the Stoneridge Drive Specific Plan Amendment/Staples Ranch EIR Supplement (SEIR) and related environmental documents, the Stoneridge Drive Specific Plan Amendment (Specific Plan), and the Policy Statement By The County of Alameda and the Cities of Dublin, Livermore and Pleasanton Regarding Transportation Priorities and Commitments in the Tri-Valley (Regional Agreement) included as Attachment A and on September 7, 2010 to consider approval of Planned Unit Development (PUD's) and other related project entitlements, including a development agreement for the CLC, Auto Mall, and neighborhood park; and

Whereas, Safe Streets Pleasanton expressed an interest that the Stoneridge Drive extension as included in the Specific Plan be opened in a predictable manner that provides optimum mitigation for the residents who are going to be impacted by the increased traffic through their neighborhood;

Whereas, the City and ACSPA recognize financial, recreational and community benefits of Staples Ranch development and support the advancement and approval of the Staples Ranch development as set forth in the Specific Plan, EIR/SEIR, the PUD's for CLC, Hendrick/Mercedes and the Neighborhood Park, and other planning documents subject to City Council adoption of planning documents (e.g. specific plan, conditions of approval and development agreement) that include the terms and conditions set forth below; and

Whereas, the ACSPA, Alameda Creek Alliance, and Center for Biological Diversity are developing a legal agreement that memorializes mitigations and commitments, which, if signed,

will resolve all remaining environmental disputes related to Staples Ranch, including specifically alkaline soil and riparian habitats.

The City, ACSPA, Safe Streets Pleasanton, Alameda Creek Alliance, and Center for Biological Diversity hereby sign this Policy Statement, expressing actions that will be undertaken by parties to this agreement, upon certain conditions being met, as further described below.


This Policy Statement is conditional upon and valid if and only if and when a legal agreement between ACSPA, Alameda Creek Alliance, and Center for Biological Diversity regarding outstanding biological issues related to the Staples Ranch development is signed and made final. Discussions are currently underway between ACSPA, Alameda Creek Alliance, and Center for Biological Diversity regarding these biological issues and the parties expect that these discussions will be fruitful and that a final agreement will be signed by these three parties. This Policy Statement shall have no force and no effect if this agreement regarding biological issues is not signed and made final by ACSPA, Alameda Creek Alliance, and the Center for Biological Diversity.

1. Prior to the start of construction of the Stoneridge Drive bridges, the City will hold a public workshop in the Stoneridge Drive neighborhood detailing the mitigations and conditions required for the opening of Stoneridge Drive to through traffic to and from El Charro Road; and also providing participants with a timeline when milestones will occur.
2. A gate or barrier will be installed preventing through traffic to and from El Charro Road via Stoneridge Drive. The gate or barrier will be accessible by public safety employees, Zone 7, Wheels (Livermore Amador Valley Transit Authority) and other public agencies to meet the public interest as deemed appropriate by the City of Pleasanton.
3. The gate or barrier will be located such that it allows access to the Auto Mall from either side or both sides of the gate or barrier, but must be configured to inhibit through traffic from using the proposed Auto Mall entry road to bypass the gate or barrier. The City may, from time to time, move the gate or barrier to accommodate site development and activities provided it continue to be installed preventing through traffic to and from El Charro Road via Stoneridge Drive.
4. The gate or barrier on Stoneridge Drive will be removed allowing through traffic to and from El Charro Road subject to the terms and conditions of the Regional Agreement when the City of Livermore has opened Jack London Boulevard between Isabel Parkway and El Charro Road as a two lane roadway (with four lanes at the intersection of El Charro Road and Isabel Parkway). Two years after the opening of Stoneridge Drive as a two lane roadway allowing through traffic to and from El Charro Road, the City Council shall have the discretion to open the road to four lanes. Prior to doing so, the City shall evaluate traffic data, solicit community input and schedule a public hearing for review and consideration of the matter.

5. Prior to permanent removal of the gate or barrier and the opening of Stoneridge Drive to two lanes for through traffic, (a) noise attenuating pavement shall be applied to Stoneridge Drive between Santa Rita Road and El Charro Road and (b) the City will install a sound wall at the location identified in Attachment B (Generally identified as 65 ft at the west end of Snowdrop Circle).
6. The City acknowledges that an expansion of Stoneridge Drive to 6 lanes has not been evaluated in the EIR and SEIR and that, contrary to the 1989 Stoneridge Drive Specific Plan, no expansion of Stoneridge Drive to 6 lanes is envisioned or planned in the City's General Plan.
7. The development agreement between the City and the ACSPA shall include language setting forth the conditions for the opening of Stoneridge Drive to through traffic to and from El Charro as described above.
8. The terms of this policy statement shall also be incorporated into appropriate Staples Ranch Planning documents.
9. The PUD's for the community park and the 11 acre commercial/retail development are subject to public review and consideration at a later date and the parties recognize that Safe Streets Pleasanton has concerns regarding the inclusion of the Ice Center in the Community Park. The parties acknowledge this concern and agree to collaborate to address mutual interests prior to consideration of the associated PUD's. This document in no way limits the parties' participation in the review and approval process for the PUD's.

Agreed by:


 City of Pleasanton




 Alameda County Surplus Property Authority

 Alameda Creek Alliance

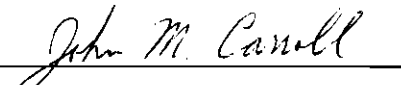
 Center for Biological Diversity



 Safe Streets Pleasanton
 Matthew Morrison



 Mark Emerson




 John M. Carroll

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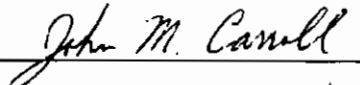
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City of Pleasanton

Alameda County Surplus Property Authority

Alameda Creek Alliance

Sarah M. Bergman

Center for Biological Diversity

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Matthew Morrison

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