



CITY OF MANTECA

DEVELOPMENT SERVICES
DEPARTMENT

FREE RECORDING REQUESTED PURSUANT TO
GOVERNMENT CODE SECTION 27383, BY:

City of Manteca
c/o Development Services Department/Planning Division
1215 W. Center St., Ste. 201
Manteca, CA 95337

AND WHEN RECORDED MAIL TO:

City of Manteca
c/o Development Services Department/Planning Division
1215 W. Center St., Ste. 201
Manteca, CA 95337

CITY OF MANTECA
MITIGATION AGREEMENT FOR PROPOSED PROJECT

[California Code of Regulations Title 14, Sections 15040(c), 15064, and 15070 or 15126.4]

Lead Agency Address: City of Manteca
c/o Development Services Department/Planning Division
1215 W. Center St., Ste. 201
Manteca, CA 95337
Lead Agency Phone: (209) 456-8505

Project Title: _____

Property Owner: _____

Environmental Document:
(Type/File No.)

- Proposed Mitigated Negative Declaration/ Initial Study (IS _____);
- Draft Addendum/Initial Study for Mitigated Negative Declaration (IS _____)
- Notice of Preparation for Draft EIR/Initial Study (EIR /IS _____)
- Draft Environmental Impact Report (EIR _____);
- Draft Supplement to EIR/Initial Study (SEIR /IS _____); or
- Draft Addendum/Initial Study for Prior EIR (IS _____)

Discretionary Application(s):
{Type/File No(s).}

Project Description/Location:

Legal Description of Property: Attached as Exhibit A {legal description includes metes and bounds (bearings and dimensions) or existing lots of record and corresponding map(s) for affected property}.

MITIGATION AGREEMENT:

Pursuant to Section 15064 of the Guidelines for the Implementation of the California Environmental Quality Act (State CEQA Guidelines), the City of Manteca (lead agency) has prepared the above-noted draft environmental document and has independently determined that there is substantial evidence, in light of the whole record before it, that the proposed project may have one or more significant effects on the environment unless those effects are avoided or mitigated to an acceptable level. Accordingly, as the property owner, applicant, or the legal representative for the above-described project/subject site, I hereby agree to make revisions to the project description, plans, or proposals by incorporating feasible mitigation measures which will avoid or reduce some or all of the potentially significant adverse environmental effects to a point where, clearly, those effects will not be significant. The applicable mitigation measures are identified in the above-referenced environmental document, and/or in a separate document, which is incorporated by this reference and attached hereto as Exhibit B.

Based on the substantial evidence in the whole record before it, the City of Manteca has determined that the project, as revised by this Mitigation Agreement, will avoid or mitigate some or all of the potentially significant adverse environmental effects (as identified in Exhibit B) to a point where, clearly, those effects will not be significant. This determination and Agreement is based on, and subject to, the following findings, terms, and conditions, as applicable:

- This Agreement is binding on the property owner(s), applicant(s), and on any successors-in-interest. Therefore, they are responsible for incorporating the identified feasible mitigation or avoidance measures, and/or equivalent or more effective measures, as revisions to the project and for implementing those measures in coordination with project design, construction, and operation.
- This agreement has been executed prior to the distribution of the above-referenced environmental document for public review. However, additional mitigation measures may be required, and/or equivalent or more effective measures may be substituted, following the review of the above-referenced environmental document by the public, by responsible and trustee agencies, and/or by City of Manteca advisory and final decision-making bodies.
- Pursuant to Section 15074 or 15091 of the State CEQA Guidelines, as applicable, any project approval shall be based upon, and subject to, the adoption of related "CEQA Findings" for each significant and potentially significant environmental effect identified

in the above-referenced environmental document. Furthermore, in accordance with Guidelines Section 15097, this Mitigation Agreement, and any subsequently adopted mitigation/avoidance measures, will be subject to the provisions of a related "Mitigation Monitoring and Reporting Program" which must be adopted in conjunction with the approval of the above-noted discretionary application(s) for the proposed project. The Monitoring Program shall ensure that the applicable mitigation and avoidance measures are actually implemented.

- Where applicable, in accordance with Section 15064 and/or 15152 of the State CEQA Guidelines, this Agreement incorporates any previously adopted measures designed to mitigate the significant adverse incremental or cumulatively considerable effects identified in a prior certified EIR or adopted Mitigated Negative Declaration (MND) for an earlier related project or project phase. Said measures are contained in Exhibit B, if applicable.
- Pursuant to Section 15152(f) of the State CEQA Guidelines, if the above-referenced environmental document concludes that certain significant environmental effects were adequately addressed in a prior EIR for an earlier related project or project phase and that those effects remain unavoidable and/or infeasible to mitigate, then, the proposed project may rely on a Statement of Overriding Consideration which was previously adopted in accordance with Guidelines Section 15093. Said Statement of Overriding Consideration is contained in Exhibit B, if applicable.
- Implementation of this fully executed Agreement shall be initiated following the date of its recordation at the San Joaquin County Recorder's Office. The applicable recording fee (payable to San Joaquin County) shall be submitted to the City's Community Development Department/Planning Division (CDD/PD) and the CDD//PD shall record the Agreement within five (5) calendar days after the City's final approval of the above-noted discretionary application(s). Upon recordation of this Agreement, the owners, applicants, and/or successors-in-interest may submit applications for site plan approvals, building and/or grading permits, final subdivision or parcel maps, improvement plan approvals, or other ministerial approvals to facilitate project implementation.
- In the event that all of the above-referenced discretionary application(s) for the project are withdrawn, denied, expired, terminated, or revoked, this Agreement shall be null and void.
- To the extent permitted by law, the project applicant shall defend (with counsel reasonably acceptable to the City), indemnify and hold harmless the City, its City Council, its officers, boards, commissions, employees and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including (without limitation) reimbursing the City its attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

Acting on behalf of the project sponsor or the authorized agent of the project sponsor, I (undersigned) have reviewed the Initial Study for the (Project Name):

_____, and;
have particularly reviewed the mitigation measures and monitoring programs identified herein. I accept the findings of the Initial Study, including the recommended mitigation measures, and hereby agree to modify the proposed project applications now on file with the City of Manteca to include and incorporate all mitigation measures and monitoring programs set out in this Initial Study.

Project Sponsor's or Representative Name	Signature	Date
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