



City of Woodland

Meeting Agenda

Planning Commission

City of Woodland Planning
Commission
c/o Community
Development Department
300 First Street
Woodland, CA 95695

530-661-5820

Thursday, June 5, 2014

6:30 PM

Council Chambers

A. Call to Order

B. Roll Call

C. Directors Report

This an opportunity for the Community Development Department's Director or designee to provide the Commission with information on any items other than those listed on the Agenda.

D. Public Comment

This is an opportunity for the public to speak to the Commission on any item other than those listed on the Agenda. The Chairman may impose a time limit on any speaker.

E. Communications

Commission Statements and Requests: This is an opportunity for the Commission members to make comments and announcements to express concerns or to request Commission's consideration of any items a Commission member would like to have discussed at a future Commission meeting.

F. Subcommittee Reports

G. Public Hearing

[14-182](#)

Tentative Parcel Map No. 5409 Oak Trail – 1336 East Gum Avenue -
The applicant is requesting approval for the proposed Oak Trail
Tentative Parcel Map No. 5049. The request is to subdivide one 31,037
square foot (0.71 acre) residential parcel into four (4) parcels.

Applicant/Owner: Bryan Bonino, Laugenour and Meikle (Applicant) /
Fourth and One, Inc., Attn: Dave Snow (Property Owner)

Project Planner: Erika Bumgardner, Associate Planner

Recommendation: Staff recommends approval of the project by making
an affirmative motion as follows:

Motion: Move that the Planning Commission:
Approve Resolution No. PC-14-_____ approving the Tentative
Parcel Map No. 5049 for Fourth and One, Inc. at 1336 East Gum

Avenue, application dated April 28, 2014, and tentative parcel map dated May 20, 2014, based on the Findings of Fact and subject to the Conditions of Approval as provided in Exhibit A to the attached Resolution and as described in the Staff Report presented on June 5, 2014.

Attachments: [Attch 1 Planning Commission Resolution](#)

[Exhibit A Conditions of Approval](#)

[Exhibit B Tentative Parcel Map](#)

[Attch 2 Oak Trail PM Application.pdf](#)

[Attch 3 Vicinity Map](#)

[Attch 4a Oak Trail PM Arborist Report.pdf](#)

[Attch 4b Oak Trail PM Tree Inventory Summary.pdf](#)

14-201

Heritage Remainder Area – A proposal to amend the General Plan and Spring Lake Specific Plan for 67.80 acres of the Heritage Remainder Area to change 39.52 acres from Very Low Density to Low Density Residential and from R-3 (3 dwelling units/acre) to R-4 (4 dwelling units per acre), reducing the number of acres of Medium Density Residential from 8.22 to 7.03 acres, reducing minimum lot width for the R-4 zone from 65 to 55 feet with an average of 65 feet, modify the Spring Lake Affordable Housing Plan to eliminate the 50-unit restriction for application of in-lieu fees, approve Tentative Subdivision Map # 5048 and amend the previously approved Development Agreement.

Applicant/Owner: Turn of The Century, LLC - 173 Court Street, Suite D, Woodland CA 95695

Project Planner: Paul L Hanson, AICP, Senior Planner.

Recommendation

Staff recommends approval of the project by making an affirmative motion as follows:

Motion #1: Move that the Planning Commission recommend approval of the Heritage Remainder Area project to the City Council based on the identified Findings of Fact and subject to the identified Conditions of Approval, by taking the following actions:

Planning Commission Action:

1. Adopt the attached Resolution PC-14-_____, recommending to the City Council to approval the amendments the General Plan And Spring Lake Specific Plan land use designations (rezone), the Spring Lake Specific Plan Design Standards Table 2.4 (minimum lot width), and the Spring Lake Specific Plan Affordable Housing requirements (50-unit limit) in accordance with the proposed Heritage Remainder Area

Specific Plan Amendments (Attachment "G");

Recommended City Council Action:

2. Adopt the attached Resolution No. _____, approving the CEQA EIR Addendum together with the previously Certified Turn of the Century EIR as the appropriate level of environmental review in accordance with the California Environmental Quality Act; (Attachment "H");
3. Adopt the attached Resolution No. _____, amending the City General Plan land use designations (rezone) in accordance with the proposed Turn the Century Heritage Spring Lake Specific Plan Amendments (Attachment "I");
4. Adopt the attached Resolution No. _____, amending the Spring Lake Specific Plan land use designations (rezone), Spring Lake Specific Plan Design Standards Table 2.4 (Minimum Lot Width), and Spring Lake Affordable Housing Plan (50-unit limit) in accordance with the proposed Heritage Remainder Area Specific Plan Amendments (Attachment "J");
5. Adopt the proposed "Findings" for approval of the Tentative Subdivision Map No. 5048 and "Conditions of Approval" to be incorporated in Development Agreement between the City of Woodland and the Developer(s) as presented in the Staff Report (Attachment "K").
6. Adoption of Ordinance No. _____, authorizing the City Council execute the Project Development Agreement (Attachment "L").

Attachments: [Attachment A - Heritage Remainder Application.pdf](#)

[Attachment B - Heritage Remainder General Plan Amendment Exhibit.pdf](#)

[Attachment C - Heritage Remainder Spring Lake Plan Amendment Exhibit.pdf](#)

[Attachment D - Heritage Remainder Spring Lake Plan Amendment Table 2 4 E](#)

[Attachment E - Affordable Housing Plan amendment.pdf](#)

[Attachment F - DUE Chart.pdf](#)

[Attachment G - Planning Commission Resolution.pdf](#)

[Attachment H - CEQA Resolution.pdf](#)

[Attachment I - General Plan Resolution.pdf](#)

[Attachment J - Spring Lake Resolution.pdf](#)

[Attachment K - Findings & Conditions Of Approval - Heritage Remainder.pdf](#)

[Attachment L - Heritage Remainder Area Ordinance Approving DA Amendment.](#)

H. New Business

I. Adjournment

The Planning Commission of the City of Woodland encourages all parties interested in a matter scheduled to be reviewed, discussed and acted on at a meeting, to participate in the public discourse, which may include the submission of written comments and materials. The Planning Commission notifies the public that those materials received less than 24 hours before a meeting date and time may not be able to be considered completely. Further, the Planning Commission encourages interested parties to attend the meeting to discuss any matter of concern and to explain their comments more fully.



Legislation Details (With Text)

File #: 14-182 **Version:** 1 **Name:**
Type: Public Hearing Item **Status:** Agenda Ready
File created: 5/20/2014 **In control:** Planning Commission
On agenda: 6/5/2014 **Final action:**
Title: Tentative Parcel Map No. 5409 Oak Trail – 1336 East Gum Avenue - The applicant is requesting approval for the proposed Oak Trail Tentative Parcel Map No. 5049. The request is to subdivide one 31,037 square foot (0.71 acre) residential parcel into four (4) parcels.

Applicant/Owner: Bryan Bonino, Laugenour and Meikle (Applicant) / Fourth and One, Inc., Attn: Dave Snow (Property Owner)

Project Planner: Erika Bumgardner, Associate Planner

Recommendation: Staff recommends approval of the project by making an affirmative motion as follows:

Motion: Move that the Planning Commission:
Approve Resolution No. PC-14-_____ approving the Tentative Parcel Map No. 5049 for Fourth and One, Inc. at 1336 East Gum Avenue, application dated April 28, 2014, and tentative parcel map dated May 20, 2014, based on the Findings of Fact and subject to the Conditions of Approval as provided in Exhibit A to the attached Resolution and as described in the Staff Report presented on June 5, 2014.

Sponsors:

Indexes:

Code sections:

Attachments: [Attch 1 Planning Commission Resolution](#)
[Exhibit A Conditions of Approval](#)
[Exhibit B Tentative Parcel Map](#)
[Attch 2 Oak Trail PM Application.pdf](#)
[Attch 3 Vicinity Map](#)
[Attch 4a Oak Trail PM Arborist Report.pdf](#)
[Attch 4b Oak Trail PM Tree Inventory Summary.pdf](#)

Date	Ver.	Action By	Action	Result
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City of Woodland

Planning Commission

Tentative Parcel Map No. 5409 Oak Trail - 1336 East Gum Avenue

Location: 1336 East Gum Avenue (Attachment 3, Vicinity Map)

Applicant/Owner: Bryan Bonino, Laugenour and Meikle (Applicant) / Fourth and One, Inc., Attn: Dave Snow (Property Owner)

Environmental Report: Categorical Exemption

APN 066-154-021-000

Project Planner: Erika Bumgardner, Associate Planner

Staff Recommendation: Conditional Approval

Report For: Planning Commission Public Hearing, June 5, 2014

General Plan Designation: Low Density Residential

Current Zoning: Single Family (R-1)

Specific Plan Designation: n/a

Existing Land Uses: One (1) single family home

Flood Zone: X - Area Outside the 2% Annual Chance Flood Event, FIRM Community Panel Number - 06113C0445H Revised May 16, 2012

Street Access: East Gum Avenue (northern boundary); Elwood Street (southern boundary)

Adjacent Land Uses & Zoning:

<u>DIRECTION</u>	<u>LAND USE</u>	<u>ZONING</u>
North	Residential Single Family	R-1
South	Residential Single Family	R-1
East	Residential Single Family	R-1
West	Residential Single Family	R-1

Pending/Potential Action

Staff recommends that the Planning Commission take action on the following:

- 1) Receive the staff report;
- 2) Conduct the public hearing;
- 3) Approve Resolution No. PC14- (Attachment 1) approving the Tentative Parcel Map No. 5049 for Fourth and One, Inc. at 1336 East Gum Avenue, application dated April 28, 2014, and tentative parcel map dated May 20, 2014, based on the Findings of Fact and subject to the Conditions of Approval as provided in Exhibit A to the attached Resolution and as described in the Staff Report presented on June, 5, 2014.

Project Site Description

The subject property consists of one (1), approximately 1,380 square foot, single-family home on a 31,037 square feet (0.71 acres) residential parcel at 1336 East Gum Avenue in the Single Family Residential Zone (R-1).

Project Proposal

The applicant is requesting approval for the proposed Oak Trail Tentative Parcel Map No. 5049. The request is to subdivide one 31,037 square foot (0.71 acre), residential parcel into four (4) parcels as follows:

- Parcel 1 - 6,632 sq. ft. (0.15 acres);
- Parcel 2 - 7,040 sq. ft. (0.16 acres)
- Parcel 3 - 7,040 sq. ft. (0.16 acres)
- Parcel 4 - 10,337 sq. ft. (0.23 acres)

Parcels 1 and 2 would take access from East Gum Avenue and Parcels 3 and 4 would take access from Elwood Street. The existing single family home would remain on proposed Parcel 4 and would be reoriented to front

on Elwood Street. (See Attachment 1, Exhibit B - Tentative Parcel Map No. 5049).

The existing garage located adjacent Elwood Street (Parcel 4) will be removed to provide for consistency of residential design and setbacks as compared to surrounding homes.

City Services

The property is currently served by city services. Water, electricity, sewage, and garbage services are available to the site.

Public Notification

Public notice advertising for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law. Two methods of public notice were used:

- Legal notice was published in the Woodland Daily Democrat on or before Tuesday, May 27, 2014.
- Notices were mailed to all property owners within 300 feet of the project site on or before Friday, May 23, 2014.

Copies of the factual staff report for the proposed project have been on file at City Hall since Friday, May 30, 2014.

Applicable Laws, Codes & Ordinances

The project is subject to several laws, codes, and ordinances:

- The California Environmental Quality Act (CEQA)
- The State of California Subdivision Map Act
- The City of Woodland General Plan
- The City of Woodland Zoning Ordinance
- The City of Woodland Subdivision Ordinance
- National Flood Insurance Program (NFIP) Regulations (44 CFR Parts 59-78).

Environmental Assessment Status

The proposed Tentative Parcel Map qualifies for a CEQA, Class 15 Categorical Exemption pertaining to minor land division. The Class 15 - Minor Land Division exemption is listed in Title 14, Article 19 §15315 of the California Code of Regulations. A Class 15 exemption applies to the division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and Zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent.

Reviewing Agency Comments

The project has been circulated to other city divisions and departments for review. All reviewing agency comments have been integrated into the conditions of approval.

STAFF ANALYSIS

Staff supports this Tentative Parcel Map subject to the attached conditions of approval (see Exhibit A) and provides the following analysis:

General Plan Consistency

The 2002 General Plan (GP) designation for the site is Low Density Residential (LDR), which provides for single family detached and attached homes, secondary residential units, public and quasi-public uses, and similar and compatible uses. Residential densities shall be in the range of 3.0 to 8.0 units per gross acre. The current and proposed use of the site as single-family homes is consistent with General Plan. The proposed tentative parcel map is consistent with General Plan resulting in approximately 5 units/acre development density.

Zoning Consistency

The zoning designation for the site is R-1 or Single Family Zone. This zone allows for the residential use of the land. The current and proposed use of the site is residential and therefore the proposed tentative map is consistent with the Zoning Ordinance. The proposed tentative parcel map is consistent with the Zoning Ordinance.

Lot Area

The City of Woodland's Zoning Ordinance prescribes minimum lot size requirements for the Single Family Zone. The minimum lot size for single family parcel is 5,000 square feet for interior lots. The existing parcel is 31,037 square feet in size. The proposed subdivided parcels range from 6,632 sq. ft to 10,337 sq. ft. in size. Each proposed lot conforms to the regulatory requirements of the Zoning Ordinance.

Lot Width

The City of Woodland's Zoning Ordinance prescribes minimum lot width requirements for the Single Family Zone. The minimum lot width for an interior parcel is 50 feet. The proposed lot widths range from 64.01 feet to 78.53 feet. Each proposed lot conforms to the regulatory requirements of the Zoning Ordinance.

Setbacks

The proposed parcel map provides sufficient area for future single family development to meet required front, side and rear yard setbacks as follows: front setback, minimum 20 feet; interior side setback, minimum 5 feet; rear setback, minimum 20 feet.

Height

The maximum height of principal buildings in the R-1 Zone is 30 feet. The existing home conforms to this requirement.

Lot Coverage

The maximum lot coverage is 50%. The existing home is below maximum lot coverage and therefore conforms to this requirement.

Off-Street Parking

Article 23 of the Zoning Regulations commencing with Section 25-23-01 addresses off-street parking requirements. Pursuant to Section 25-23-10(1) of the Zoning Ordinance, the applicable parking ratio is two (2) parking spaces per dwelling unit. All new residential development shall comply with Section 25-23-10(1) of the Zoning Ordinance.

The existing garage located adjacent Elwood Street (Parcel 4) will be removed to provide for consistency of residential design and front yard setbacks as compared to surrounding homes. While not a requirement of the Zoning Ordinance, the applicant has indicated his intention to construct a new, detached two car garage or carport adjacent the existing home on Parcel 4. As a condition of project approval, prior to approval of the final map, a paved driveway and two on-site parking spaces shall be provided from Elwood Street on Parcel 4 in connection with the existing home per Zoning Code Section 25-23-10, Off-Street Parking Requirements.

Performance Standards

There are no specific zoning performance standards identified in the Zoning Ordinance that would be applicable to this property.

Tree Plan

The applicant is proposing the removal of several smaller sized fruit and nut trees as well as one 17 inch diameter English Walnut and one 11 inch diameter Valley Oak in anticipation of future single family development of the site. Consistent with the city's Municipal Code Section 20A-1-90 pertaining to tree replacement, the project has been conditioned to replace at a two-to-one ration all non-Oak species removed from the site. The Valley Oak tree planned for removal will be replaced at a four-to-one ratio. Further, the applicant shall record a Declaration of Covenants for Tree Protection for the three on-site Valley Oak trees identified as tree number 285, 288, and 290 in the Arborist Report (Attachment 4), prior to approval of final map.

Consistency with Other Plans

The project site is not subject to the requirements of any other specific plan.

Appeal

The Planning Commission action on the Conditional Use Permit shall be final unless, within ten (10) calendar days after the decision, the applicant or any other person, including the City Council, any individual City

Council member, or the City Manager, not satisfied with the decision of the Planning Commission, may appeal to the City Council. No conflict of interest shall exist solely by reason of the filing of an appeal by the City Council, an individual City Council member, or the City Manager. Any appeal shall be filed with the City Clerk and, except an appeal by the City Council, a Council member, or the City Manager, shall be accompanied by a filing fee as prescribed by City Council resolution. The City Clerk shall set a date for a public hearing and shall give notice to the appellant, the applicant, and neighboring property owners in the manner provided in Section 25-27-20.

Summary

The applicant is requesting approval for the proposed Oak Trail Tentative Parcel Map No. 5049. The request is to subdivide one 31,037 square foot (0.71 acre), residential parcel into four (4) parcels as follows:

- Parcel 1 - 6,632 sq. ft. (0.15 acres);
- Parcel 2 - 7,040 sq. ft. (0.16 acres)
- Parcel 3 - 7,040 sq. ft. (0.16 acres)
- Parcel 4 - 10,337 sq. ft. (0.23 acres)

Parcels 1 and 2 would take access from East Gum Avenue and Parcels 3 and 4 would take access from Elwood Street. The existing single family home would remain on proposed Parcel 4 and would be reoriented to front on Elwood Street.

Staff recommends approval of the tentative parcel map as conditioned.

Recommendation

Staff recommends approval of the project by making an affirmative motion as follows:

Motion: Move that the Planning Commission:

Approve Resolution No. PC14- approving the Tentative Parcel Map No. 5049 for Fourth and One, Inc. at 1336 East Gum Avenue, application dated April 28, 2014, and tentative parcel map dated May 20, 2014, based on the Findings of Fact and subject to the Conditions of Approval as provided in Exhibit A to the attached Resolution and as described in the Staff Report presented on June 5, 2014.

Attachments:

Attachment 1: Planning Commission Resolution

Exhibit A - Conditions of Approval

Exhibit B - Tentative Parcel Map No. 5049 (May 20, 2014)

Attachment 2: Application

Attachment 3: Vicinity Map

Attachment 4: Arborist Report and Tree Inventory Summary

RESOLUTION NO. PC 14 - _____

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
WOODLAND APPROVING TENTATIVE PARCEL MAP NO. 5049
DIVIDING THE PROPERTY COMMONLY REFERRED TO AS 1336
EAST GUM AVENUE, YOLO COUNTY ASSESSOR PARCEL NUMBER
066-154-021-000, INTO FOUR PARCELS**

WHEREAS, the Woodland Planning Commission held a duly noticed public hearing on June 5, 2014, to review and consider a request by Fourth and One, Inc., for Tentative Parcel Map No. 5049 at 1336 East Gum Avenue, application dated April 28, 2014, and tentative parcel map (Exhibit B) dated May 20, 2014, based on the Findings of Fact and subject to the Conditions of Approval as provided in Exhibit A; and

WHEREAS, the proposed map, together with the provisions for its design and improvement, is consistent with the Low Density Residential land use designation in the City's General Plan, which allows up to eight (8) dwelling units per acre, and is consistent with the Single Family Zone designation in the City's Zoning Code, which allows for single-family residential use of the land; and

WHEREAS, the site for the intended type and density of development is adequate in size, shape, topography, accessibility, and other physical characteristics necessary to meet the required provisions of the Zoning Code and satisfies all minimum physical standards required under the City's Zoning Code for residential single family development; and

WHEREAS, the site is physically suitable for the proposed type and density of development as the site is level and generally unconstrained; and

WHEREAS, the design and density of the tentative parcel map is consistent and compatible with the development and design of the surrounding structures and neighborhood; and

WHEREAS, the proposed tentative parcel map will not constitute a nuisance or be detrimental to the public welfare of the community, in that the project conforms with the uses intended for the Single Family Residential Zone, is similar with and comparable to adjoining residential use types, and future development is subject to compliance with all applicable development and building standards; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the proposed Tentative Parcel Map qualifies for a CEQA, Class 15 Categorical Exemption pertaining to minor land division (set forth in Title 14, Article 19 §15315 of the California Code of Regulations) as the Class 15 exemption applies to the division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and Zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not

involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, hereby:

1. Finds that the Tentative Parcel Map, together with the provisions for its design and improvements, conforms to the applicable requirements of the Subdivision Ordinance, the Zoning Ordinance, and the General Plan.
2. Approves Tentative Parcel Map No. 5049 for Fourth and One, Inc. at 1336 East Gum Avenue, application dated April 28, 2014, and tentative parcel map (Exhibit B) dated May 20, 2014, subject to the Conditions of Approval as provided in Exhibit A and as described in the Staff Report presented on June, 5, 2014.

PASSED AND ADOPTED by the Planning Commission of the City of Woodland at a regular meeting on the 5th day of June, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Seth Wurzel, Chairperson

ATTEST:

Cindy Norris, Planning Commission Secretary

EXHIBIT A

CONDITIONS OF APPROVAL – June 5, 2014

PLANNING

1. The project is as described in the staff report prepared for the June 5, 2014, Planning Commission meeting. The project shall be carried out in substantial compliance as depicted on the Tentative Parcel Map No. 5049 dated May 20, 2014, and as described in the June 5, 2014 staff report, except as modified by these conditions of approval and with any changes necessary to meet city codes and specifications.
2. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City Attorney.
3. Secure approval and satisfy requirements of all agencies of jurisdiction.
4. Upon approval, the applicant will be required to submit a final parcel map. Prior to official recordation of the legal description and revised lots, the Community Development Department must approve this map.
5. The applicant will be required to file a copy of the recorded instruments with the City of Woodland Community Development and the Public Works Department upon recordation of the revised parcels.
6. Applicant shall provide the Community Development Department with a check for the sum of \$25.00 made out to Yolo County to record the environmental document with Yolo County.
7. Applicant shall comply with all protection guidelines as outlined in the Arborist Report and Tree Inventory Summary (May 23, 2014) for trees remaining on the site. Prior to approval of the final map, the Tree Inventory shall be updated to include the trunk diameter of all trees planned for removal as indicated on the approved Tentative Parcel Map No. 5049 dated May 20, 2014. For each six inches or fraction thereof of the diameter of a tree which was approved for removal, two trees of an approved species, each of a minimum fifteen-gallon container size shall be planted on the project site, with the exception of the 11 inch diameter Valley Oak, which shall be replaced at a four to one ratio. Upon the request of the developer and at the approval of the director, the city may accept an in-lieu payment of \$215 per replacement tree. Any change in the trees to be

saved and/or removed as designated on the approved map shall only be permitted upon the written approval of the Planning Department.

8. Prior to approval of the final map, applicant shall record a Declaration of Covenants for Tree Protection for the three on-site Valley Oak trees identified as tree number 285, 288, and 290 in the Arborist Report.
9. Prior to approval of the final map, a paved driveway and two on-site parking spaces shall be provided from Elwood Street on "Parcel 4" in connection with the existing home per Zoning Code Section 25-23-10, Off-Street Parking Requirements.
10. Future residential development of the site shall be subject to staff level design review consistent with the requirements of the City of Woodland Community Design Standards.

DEVELOPMENT ENGINEERING

Fees:

11. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.
12. In accordance with Section 21, Article 21 of the Woodland Municipal Code, applicant shall be obligated to pay park in lieu fees prior to final map.
13. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements, and/or other exactions. Pursuant to Government Code Section 66020(d), these conditions constitute written notice of the amount of such fees, and a description of the dedications, reservations and other exactions.

The applicant is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the applicant fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the applicant will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding, or other agreement with the applicant which authorizes the City to impose certain fees, and which may waive the applicant's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

Prior to approval of final map complete/construct

14. Applicant shall construct a separate (or replacement) sewer service for Parcel 4, with City standard clean out consistent with Municipal Code Section 23C.

15. Applicant shall construct a City standard driveway for parcel 4.

Construct with building permit

For Parcels 1, 2, & 3, applicant shall construct with each building the following:

16. Applicant shall construct separate metered water services for each property/dwelling unit. Water services for parcels 1 & 2 shall connect to the 8" Main on the north side of East Gum Avenue, behind the walk mains shall not be extended.

17. Applicant shall construct a separate sewer service within each property, with City standard clean outs. Sewer service location for parcel 3 shall be located to not conflict with the 18" oak tree, or its root structure. Location shall be staked and approved by the public works inspector prior to start of construction.

18. Applicant shall construct with each parcel a City standard driveway.

General Conditions

19. If the final map is requested prior to the construction of required improvements, applicant shall prepare improvement plans for all work and obtain an encroachment permit for all work within the public right-of-way or public easements, or new utility connections and submit them to the Development Services Engineering Section and enter into an improvement agreement and provide security for construction of such improvements. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.

20. In accordance with the City Municipal Code Chapter 20, the applicant shall obtain an encroachment permit for any work within the public right-of-way and utility connections. Applicant shall submit to the Development Engineering Division of the Community Development Department an encroachment permit application and civil improvement plans for review and approval. All public improvements shall conform to the current City of Woodland Standard Specifications. This is a separate application from the building permit.

BUILDING

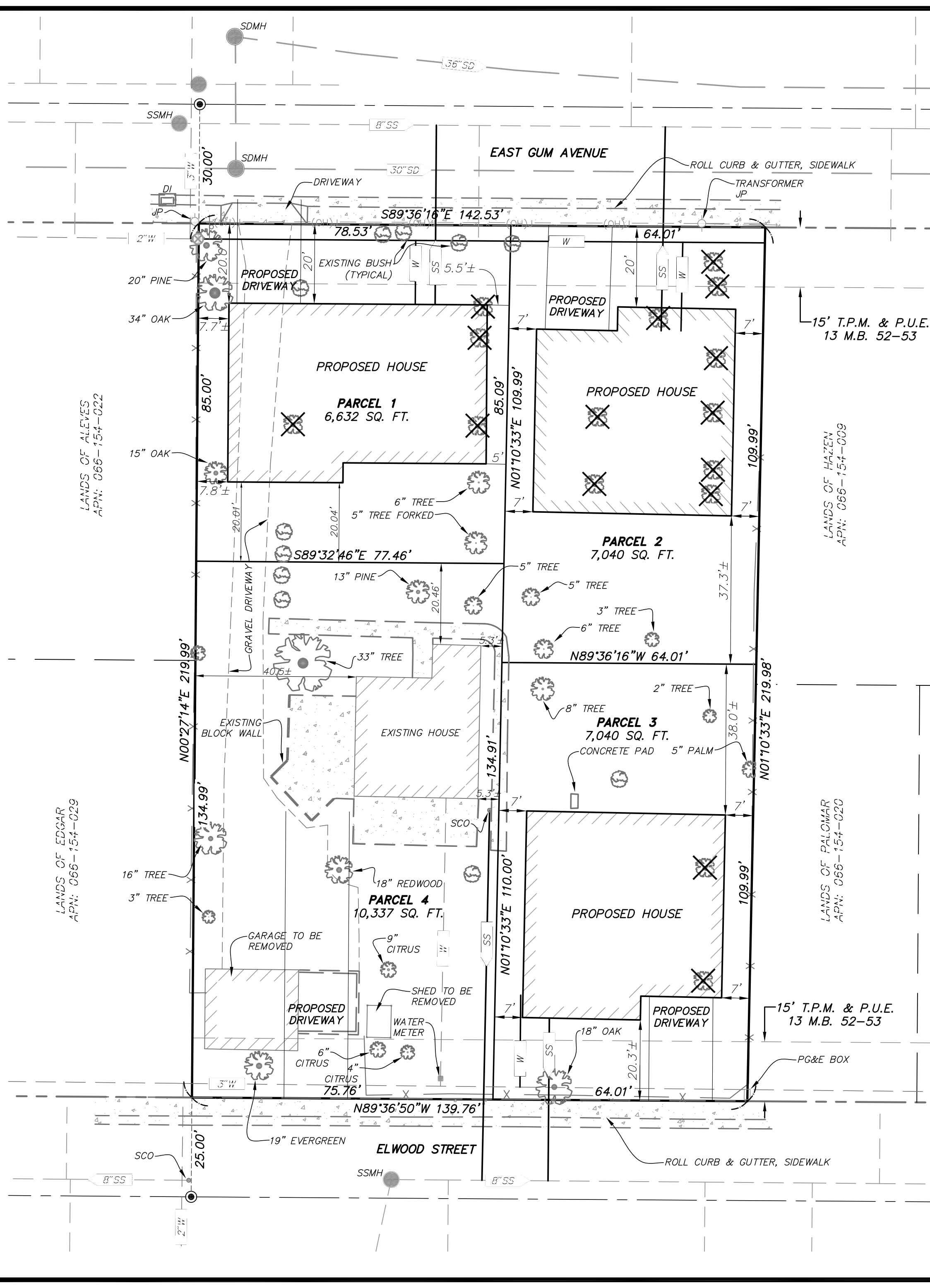
21. This project must meet all criteria and mandates for these City adopted codes:

- A. 2013 California Building Code
- B. 2013 California Plumbing Code
- C. 2013 California Mechanical Code
- D. 2013 California Electrical Code
- E. 2013 Building Energy Efficiency Standards
- F. 2013 California Green Code
- G. The Code of the City of Woodland

22. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit being issued.
23. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time an application is submitted for the project.
24. All plans, computations and specifications shall be prepared and designed by an architect or engineer licensed by the state of California.
25. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.
26. A soils investigation report shall be provided as specified in section 1803.5.3 of the 2013 CBC. Foundation type will be determined by soils investigation.
27. Because this project is located in an area known to contain expansive soils and per *Woodland General Plan Policy Document, Part II, Policy 8.A.9, "The City shall require the use of special bending-resistant designs where foundations must be slab-on-grade in areas with expansive soil."* and per *CBC 1808.6*, footings or foundations for buildings founded on expansive soils shall be designed in accordance with *CBC 1808.6.1* **and for concrete slab-on-ground foundations** the design shall be in accordance with *CBC 1808.6.2 and PTI Standard Requirements for Design of Shallow Post-Tensioned Concrete Foundations on Expansive Soils or WRI/CRSI Design of Slab-on-Ground Foundations and the specific recommendations as noted in the geotechnical engineering report. Please submit plans and calculations stamped and signed by a California registered Civil or Structural Engineer or Architect showing compliance. *Woodland General Plan Policy Document, Part II, Policy 8.A.9, CBC 1803.5.3 and CBC 1808.6.* If a soils investigation determines that the presence of expansive soils does not exist, a post tension slab foundation shall not be required. The appropriate foundation, conventional or otherwise, shall be determined by the geotechnical findings of the soils investigation report.*
28. All property corners marked.

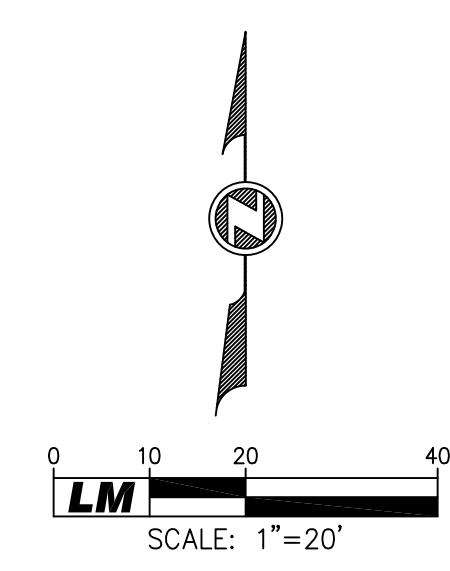
EXHIBIT B

[Tentative Parcel Map]



LEGEND

PROPOSED	EXISTING	
		STORM DRAIN AND MANHOLE
		SANITARY SEWER AND MANHOLE
		FIRE HYDRANT AND VALVE ASSEMBLY
		WATER MAIN, VALVE, & BLOWOFF VALVE
		JOINT UTILITY TRENCH
		OVERHEAD JOINT LINE
		UTILITY POLE WITH DOWN GUY & ANCHOR
		POWER POLE, TELEPHONE POLE, JOINT POLE
		FENCE
		CATCH BASIN OR DRAINAGE INLET
		RIGHT OF WAY OR PROPERTY LINE
		STREET CENTERLINE OR BASELINE
		SURVEY MONUMENT
		SIGN
		TREE
		TREE TO BE REMOVED
		PUBLIC UTILITY EASEMENT
		ROLL CURB, GUTTER, & SIDEWALK



OWNER: FOURTH AND ONE, INC.
1310 WEST STREET
WOODLAND, CA 95695
PHONE: (666) 0506

SUBDIVIDER: DAS HOMES
1310 WEST STREET
WOODLAND, CA 95695
PHONE: (916) 804-1357

ENGINEER/SURVEYOR: LAUGENOUR AND MEIKLE
CIVIL ENGINEERS
608 COURT STREET
WOODLAND, CA. 95695
PHONE: (530) 662-1755

ASSESSOR'S NUMBER: 066-154-021-000

EXISTING USE: PRIVATE RESIDENCE

PROPOSED USE: PRIVATE RESIDENCES

EXISTING ZONING: R-1

PROPOSED ZONING: R-1

SEWER SERVICE: CITY OF WOODLAND

DRAINAGE SERVICE: CITY OF WOODLAND

WATER SERVICE: CITY OF WOODLAND

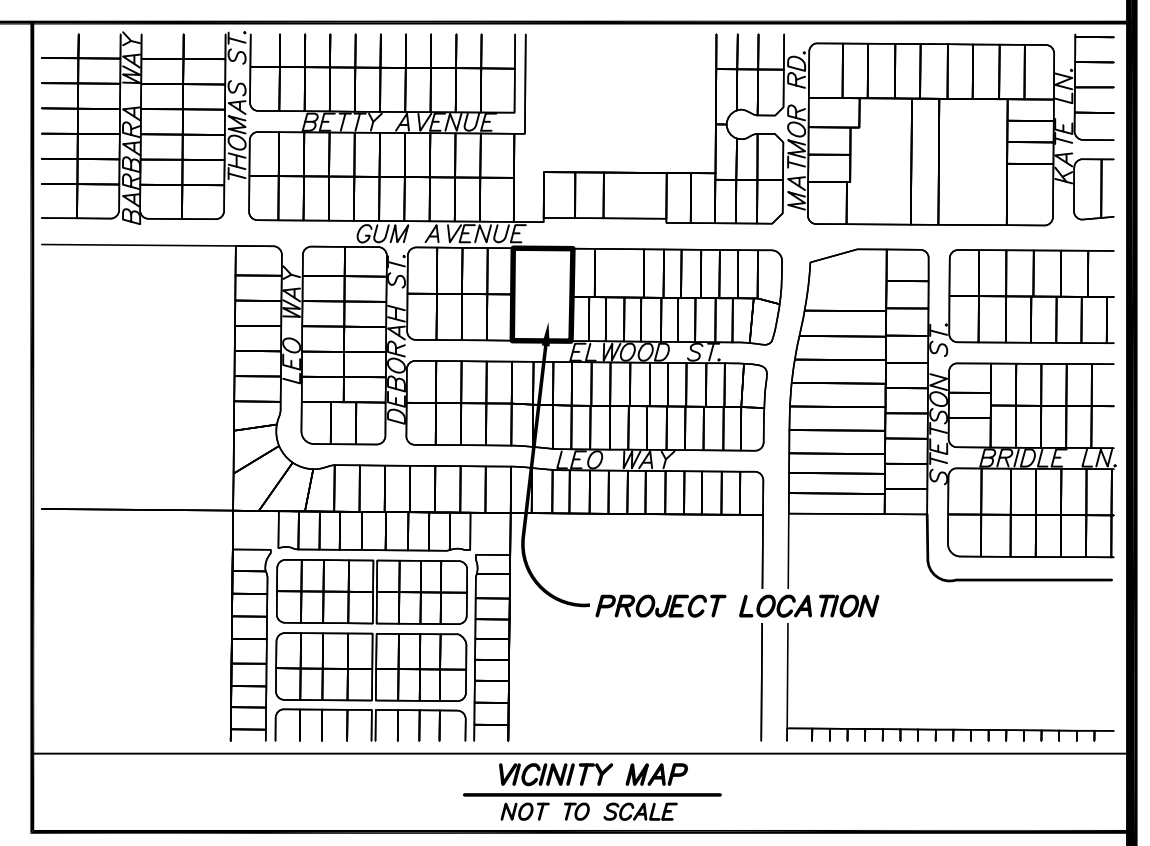
ELECTRIC SERVICE: PACIFIC GAS & ELECTRIC

GAS SERVICE: PACIFIC GAS & ELECTRIC

TELEPHONE SERVICE: AT&T

FLOOD ZONES: 06113C0445H ZONE X

GROSS AREA: 0.711 ACRES

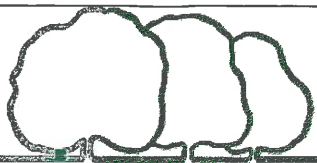


TENTATIVE
PARCEL MAP No. 5049
OAK TRAIL
FOR
DAS HOMES
LOCATED IN A PORTION OF SECTION 33, TOWNSHIP 10
NORTH, RANGE 2 EAST MOUNT DIABLO MERIDIAN
CITY OF WOODLAND, YOLO COUNTY, CALIFORNIA

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

SHEET 1 OF 1 MAY 20, 2014

X:\LAND PROJECTS\2251-20\DWG\2251-20_BASE_0_BNDY.DWG



City of Woodland

Community Development Department

520 Court St, Woodland CA 95695

(530) 661-5820 Fax (530) 406-0832

www.cityofwoodland.org

General Application Form

1. Owner/Applicant

PROPERTY OWNER:

FOURTH AND ONE INC., ATTN: DAVE SNOW

MAILING ADDRESS:

1310 WEST STREET

CITY STATE ZIP CODE:

WOODLAND, CA 95695

PHONE NUMBER:

(916)804-1357

E-MAIL ADDRESS:

PROJECT APPLICANT

LAUGENOUR AND MEIKLE (BRYAN P. BONINO)

MAILING ADDRESS:

608 COURT STREET

CITY STATE ZIP CODE:

WOODLAND, CA 95695

PHONE NUMBER:

(530)662-1755

E-MAIL ADDRESS:

bpb@lmce.net

\$5025

2. Application Requested

- | | | |
|--|--|---|
| ☐ General Plan Petition | ☐ Zoning Amendment | ☐ General Plan Amendment |
| ☐ Tentative Subdivision Map | ☒ Tentative Parcel Map ³⁴⁰⁰ | ☐ Lot Line Adjustment |
| ☐ Site Plan Review | ☒ Design Review ^{368(e3)}
₌₁₁₀₄ | ☐ Sign Design Review |
| ☐ Conditional Use Permit (CUP) | ☐ Zoning Administrator Permit | ☐ Variance |
| ☐ Public Convenience or Necessity | ☒ Other ⁵²¹ Cat Exempt | |

Is this request part of another application? ☐ Yes ☒ No If so, what? _____

3. Project Description

Project Name:

PARCEL MAP NO. 5049, OAK TRAIL

Total Acres or Square Feet

0.711 ACRES

Site address or location:

1336 E. GUM AVE

Assessor's Parcel Number:

066-154-021-000

Is Your Project Located in a Flood Zone?

☐ Yes ☒ No

Does this request include signage?

☐ Yes ☒ No

4. Justification for Request



On a separate sheet, explain in detail your request and why you believe your request is justified.

PLNG 14-00026

5. General Plan Amendment

Existing General Plan Designation

N/A

Gross Acres

Proposed General Plan Designation

Gross Acres

6. Zoning Amendment

Existing Land Use Zone

N/A

Gross Acres

Proposed Land Use Zone

Gross Acres

7. Residential Development

No. of residential units are being requested? N/A

No. of lots will be created by this project?	4
--	---

Single Family	<u>3(N) 1(E)</u>	Half-plex	<u> </u>
---------------	------------------	-----------	-------------------

Do you intend to market the units for sale?

Duplex _____ Apartments _____

☒ YES ☐ No

Condominiums _____ Other _____

Do you intend to market the units for rent?

Townhomes		Total Units	4
-----------	--	--------------------	----------

☐ YES ☒ No

8. Commercial/Industrial Development

Indicate the type of commercial/industrial development proposed:

Indicate the gross and leasable square footage for each type of development:

N/A

N/A

9. Authority to File Application

Check one:

☒ Property Ownership ☐ Power of Attorney*

☐ Contract to Purchase* ☐ Other

Specify _____

***Attach Evidence of Authority**

I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

**APPLICATION WILL NOT BE ACCEPTED WITHOUT
SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT**

Applicant: _____ Date _____

Legal Owner: _____ **Date** _____

Legal Owner: _____ Date _____

DEPARTMENT USE ONLY

Amount Paid: _____

Project No: _____

Amount Due:

Logged by: _____ Date: _____

GP / Zoning Designation: _____

Planner: _____ Date: _____

STATEMENT OF JUSTIFICATION

for

Tentative Parcel Map

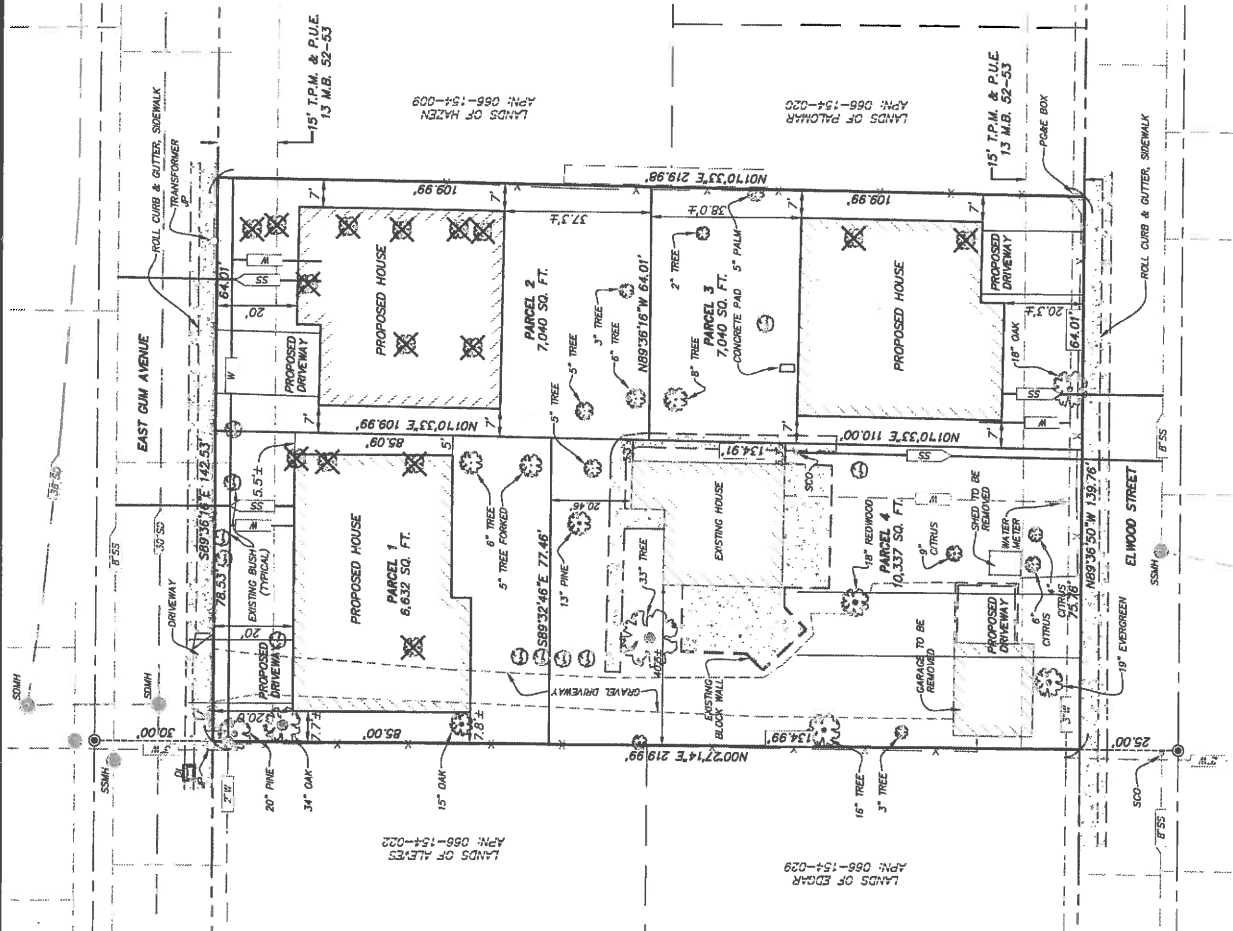
Oak Trail

Assessor's Parcel Number 66-154-021-00

This application is for a tentative parcel map and design review for Assessor's Parcel Number 66-154-021-00. The purpose of project is for developing a large lot into four smaller parcels as an infill development. The new parcels will generally match existing housing in the area and will serve the City's housing needs. This project is compatible with current City of Woodland zoning designation for this property with the exception of a depth variance for Parcel 1.

LEGEND

	PROPOSED		EXISTING
	PROPOSED		EXISTING
	PROPOSED		EXISTING
	PROPOSED		EXISTING
	PROPOSED		EXISTING
	PROPOSED		EXISTING
	PROPOSED		EXISTING
	PROPOSED		EXISTING
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	PROPOSED		EXISTING
	PROPOSED		EXISTING
	PROPOSED		EXISTING
	PROPOSED		EXISTING
	PROPOSED		EXISTING
	PROPOSED		EXISTING
	PROPOSED		EXISTING
	PROPOSED		EXISTING



OWNER:
FOURTH AND ONE, INC.
WOODLAND, CA 95695
PHONE: (916) 0008

SUBDIVIDER:
DAS HOMES
1310 WEST STREET
WOODLAND, CA 95695
PHONE: (916) 804-1357

ENGINEER/SURVITOR:
LAUGENOUR AND MEIKLE
CIVIL ENGINEERS
608 COURT STREET
WOODLAND, CA 95695
PHONE: (530) 682-1755

ASSESSOR'S NUMBER:
086-154-021-000

EXISTING USE:
PRIVATE RESIDENCE

PROPOSED USE:
PRIVATE RESIDENCES

EXISTING ZONING:
R-1

PROPOSED ZONING:
R-1

SEWER SERVICE:
CITY OF WOODLAND

DRAINAGE SERVICE:
CITY OF WOODLAND

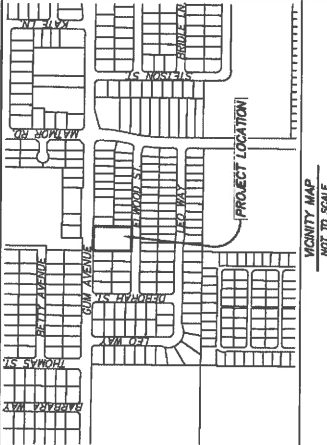
ELECTRIC SERVICE:
PACIFIC GAS & ELECTRIC

GAS SERVICE:
PACIFIC GAS & ELECTRIC

TELEPHONE SERVICE:
AT&T

FLOOD ZONES:
0811304445H ZONE X

GROSS AREA:
0.711 ACRES



TENTATIVE
PARCEL MAP No. 5049
FOR
OAK TRAIL

DAS HOMES
LOCATED IN A PORTION OF SECTION 33, TOWNSHIP 10
NORTH, RANGE 2 EAST, MOUNT DIABLO MERIDIAN
CITY OF WOODLAND, YOLO COUNTY, CALIFORNIA
LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING - LAND SURVEYING - PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 - PHONE: (530) 682-1755
P.O. BOX 838, WOODLAND, CALIFORNIA 95778 - FAX: (530) 682-1602
APRIL 25, 2014

VICINITY MAP – 1336 EAST GUM AVE – TENTATIVE PARCEL MAP No. 5049



**ARBORIST REPORT
AND
TREE INVENTORY SUMMARY**

**1336 GUM AVENUE PROJECT SITE
Woodland, County of Yolo, California**

Prepared for:

**Mr. Dave Snow
DAS Homes Inc.
1310 West Street
Woodland, California 95695**

Prepared by:

**Edwin E. Stirtz
ISA Certified Arborist WE-0510A
Member, American Society of Consulting Arborists**

**Acorn Arboricultural Services, Inc.
129 Linda Drive
Roseville, California 95678**

May 23, 2014



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COPYRIGHT STATEMENT

This consultant's report, dated May 23, 2014, is for the exclusive and confidential use of DAS Homes Inc. concerning potential development of the 1336 Gum Avenue project site located in the City of Woodland, County of Yolo, California. Any use of this report, the accompanying appendices, or portions thereof, other than for project review and approval by appropriate governmental authorities, shall be subject to and require the written permission of Acorn Arboricultural Services, Inc. Unauthorized modification, distribution and/or use of this report, including the data or portions thereof contained within the accompanying appendices, is strictly prohibited.

QUALIFICATION STATEMENT

Acorn Arboricultural Services, Inc. is a fully insured, Roseville-based arboriculture consulting firm founded by its Principal, Jay Bate. Edwin E. Stirtz is an ISA Certified Arborist and a member of the American Society of Consulting Arborists and International Society of Arboriculture. Mr. Stirtz possesses in excess of 30 years of experience in horticulture and arboriculture, both maintenance and construction, and has spent the last 23 years as a consulting and preservation specialist in the Sacramento and surrounding regions.

INTRODUCTION

Acorn Arboricultural Services is pleased to present to DAS Homes Inc. this Arborist Report and Tree Inventory Summary for the trees located within and/or overhanging the property located in the City of Woodland, County of Yolo, California. This Arborist Report and Tree Inventory Summary memorializes tree data obtained by Edwin E. Stirtz, ISA Certified Arborist WE-0510A, at the time of field reconnaissance and inventory efforts on May 16, 2014.

SCOPE OF INVENTORY EFFORT

The City of Woodland Tree Preservation Ordinance (Woodland Municipal Code Chapter 20A) regulates the removal of select trees including street trees, heritage trees, specimen trees, landmark trees, and trees with aesthetic value and may regulate any encroachment into the drip line area of the tree for development projects. The Ordinance defines a "tree" as "any live woody plant having one or more well-defined perennial stems with a diameter at maturity of 6 inches or more measured at 54 inches above ground level (diameter at breast height). In order to preserve trees, Development Projects are required to submit both a Tree Plan and a Tree replacement program with their application for the project which provides the City with critical information necessary to accomplish the goal of tree preservation.

At the request of DAS Homes Inc., on May 16, 2014, Edwin E. Stirtz of Acorn Arboricultural Services visited the property located in the City of Woodland, County of Yolo, California. The purpose of this field reconnaissance effort was to identify any "trees" within and/or overhanging the proposed project site and provide relevant information for inclusion in the Tree Plan and/or Tree replacement program for the project.

This Arborist Report and Tree Inventory Summary presents information concerning the species, size and current condition of the trees within the proposed project area, along with pre-development recommendations on a tree-by-tree basis which logically follow the characteristics noted within the trees at the time of field inventory efforts. Information concerning the nature and extent of root system and canopy impacts which will be sustained by the trees from proposed development activities, along with specific tree-by-tree mitigation recommendations for the trees which will sustain encroachment into their protected root zones can be provided in a Supplemental Arborist Report and Construction Impact Assessment once development plans have been refined and finalized for the proposed project area.

METHODOLOGY

During field reconnaissance and inventory efforts Edwin E. Stirtz of Acorn Arboricultural Services conducted a visual review from ground level of the trees within and/or overhanging the proposed project area as depicted on the Tentative Map Exhibit which was provided to our office for field reference by DAS Homes Inc. The trees which met the defined criteria were identified in the field by affixing to the tree's trunk a round, pre-stamped metal numbering tag backed with blue flagging for visibility. The tree numbers utilized in this report and accompanying inventory summaries correspond to the tree tag which is affixed to the tree in the field, and those tree numbers or grouping of numbers have been rough-plotted on the enclosed Tentative Map Exhibit so that the precise vertical and horizontal location of the trees may be surveyed in the field by a licensed land surveyor and data for the trees (i.e., tree number, diameter, dripline and protected root zone radii) may be properly depicted on future development plans and Tree Location Exhibit.

At the time of field identification and inventory efforts specific data was gathered for each tagged tree including the tree's species, diameter measured at breast height ("DBH") and dripline radius ("DLR"). Utilizing this data the tree's overall structural condition and vigor were separately assessed ranging from "excellent"¹ to "poor" based upon the observed characteristics noted within the tree and the Arborist's best professional judgment. Ratings are subjective and are dependent upon both the structure and vigor of the tree. The vigor rating considers factors such as the size, color and density of the foliage; the amount of deadwood within the canopy; bud viability; evidence of wound closure; and the presence or evidence of stress, disease, nutrient deficiency and insect infestation. The structural rating reflects the root crown/collar, trunk and branch configurations; canopy balance; the presence of included bark, weak crotches and other structural defects and decay and the potential for structural failure. Finally, notable characteristics were documented and recommendations on a tree-by-tree basis were made which logically followed the observed characteristics noted within the trees at the time of the field inventory effort. The recommendations are based on the assumption that the tree would be introduced into a developed environment and may require maintenance and/or may not be suitable for retention within a post-development setting.

¹ It is rare that a tree qualifies in an "excellent" category, and it should be noted that there were no trees observed within the project area which fell within the criteria of an "excellent" or "good" rating. A complete description of the terms and ratings utilized in this report and accompany inventory summary are found on pages 9-10.

SUMMARY OF INVENTORY EFFORT

Field reconnaissance and inventory efforts found six trees measuring six inches in diameter and larger measured at breast height within and/or overhanging the proposed project area which may qualify as a "protected tree." Composition of the six inventoried trees includes the following species and accompanying aggregate diameter inches:

SPECIES DIVERSIFICATION		
Valley Oak	=	6 trees (160 aggregate diameter inches)

Recommended Removals

At this time, no trees have been recommended for removal from the proposed project area due to the nature and extent of defects, compromised health and/or structural instability noted at the time of field inventory efforts. If trees recommended for removal were retained within the proposed project area, it is our opinion that they may be hazardous depending upon their proximity to planned development activities.

It should also be noted that some of the trees within the proposed project area are trees which may be undesirable on residential lots, or are trees which will require periodic/seasonal monitoring to assess the trees' ongoing structural integrity. At this early stage of the project Acorn Arboricultural Services has not recommended the removal of these trees since development plans, including proposed home sites and building footprints, have not yet been finalized and the precise location of these trees in proximity to planned improvement activities is not known. At this time it is recommended that these trees be monitored and thoroughly inspected by a qualified ISA Certified Arborist on at least an annual basis to keep abreast of the trees' changing condition(s) and to assess the trees' ongoing structural integrity and potential for hazard in a developed environment.

CONSTRUCTION IMPACT ASSESSMENT

This Arborist Report and Tree Inventory Summary is intended to provide to DAS Homes Inc., the City of Woodland, and other members of the development team a detailed *pre-development review* of the species, size, and current structure and vigor of the trees within and/or overhanging the proposed project area. It is not an exhaustive review of the impacts which will be sustained from project implementation. At this early stage of the project specific root system and canopy impacts on a tree-by-tree basis cannot be definitively assessed until the site development, grading, and other improvement plans have been refined and finalized and data from the accompanying inventory summary (i.e., tree numbers, dripline radius, and root protection zones) is properly depicted on the plans.

Since trees are living organisms whose condition may change at any time a complete assessment of construction impacts and specific recommendations to help mitigate for the adverse impacts which may be sustained by the trees from contemplated construction activities cannot be made until the development plans have been refined and finalized. Once final plans have been developed for the site a qualified ISA Certified Arborist with special expertise and demonstrated experience with construction projects in and among native and non-native trees should review those plans and provide a more detailed assessment of impacts, including identification of trees which may require removal to facilitate home construction and other contemplated site development activities. This review will be particularly important if structures and/or residential activities will fall within or near the fall zone of a tree which has been noted as exhibiting structural defects, questionable long-term longevity and/or a conditional rating which is less than "fair", and for trees which measure 16 inches and greater in diameter which will be retained within close proximity to development as trees of this size may pose a more significant hazard if a sudden limb shed and/or catastrophic failure should occur. In addition, the review should include an assessment of root system and canopy impacts which will be sustained by the trees which will be retained within the proposed development area, along with specific recommendations on a tree-by-tree basis to help reduce adverse impacts of construction on the retained trees. In the meantime, this report provides some pre-development recommendations which logically follow the observed characteristics noted in the trees at the time of the field inventory efforts, as well as General Protection Measures which should be utilized as a guideline for the protection of trees which may be retained within the development area. These recommendations will require modification and/or augmentation as development plans are refined and finalized.

GENERAL COMMENTS AND ARBORISTS' DISCLAIMER

The City of Woodland regulates both the removal of certain trees and the encroachment of construction activities within their driplines. Therefore, a tree permit and/or additional development authorization should be obtained from the City of Woodland prior to the removal of any trees within the proposed project area. All terms and conditions of the tree permit and/or other Conditions of Approval are the sole and exclusive responsibility of the project applicant. It should be noted that prior to final inspection written verification from an

ISA Certified Arborist may be required certifying the approved removal activities and/or implementation of other Conditions of Approval outlined for the retained trees on the site. ***Acorn Arboricultural Services will not provide written Certification of Compliance unless we have been provided with a copy of the approved site development plans, applicable permits and/or Conditions of Approval, and are on site to monitor and observe regulated activities during the course of construction.*** Therefore, it will be necessary for the project applicant to notify Acorn Arboricultural Services well in advance (at least 72 hours prior notice) of any regulated activities which are scheduled to occur on site so that those activities can be properly monitored and documented for compliance certification.

Please bear in mind that implementation of the recommendations provided within this report will help to reduce adverse impacts of construction on the retained trees; however, implementation of any recommendations should not be viewed as a guarantee or warranty against the trees' ultimate demise and/or failure in the future. Arborists are tree specialists who use their education, knowledge, training and experience to examine trees, recommend measures to enhance the beauty and health of the trees and ***attempt to reduce the risk of living near trees.*** Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. There are some inherent risks with trees that cannot be predicted with any degree of certainty, even by a skilled and experienced arborist. Entities who choose to construct homes on wooded property are accepting a certain level of risk from unpredictable tree related hazards such as toppling in storms, limbs falling and fires that may damage property at some time in the future. Since trees are living organisms their structure and vigor constantly change over time, and they are not immune to changes in site conditions or seasonal variations in the weather. Further, conditions are often hidden within the tree and/or below ground. Arborists and other tree care professionals cannot guarantee that a tree will be healthy and/or safe under all circumstances or for a specific period of time. Likewise remedial treatments cannot be guaranteed. Trees can be managed but they cannot be controlled. To develop land and live near trees is to accept some degree of risk and the only way to eliminate all risk associated with trees would be to eliminate all of the trees. ***An entity who develops land and builds a home with a tree in the vicinity should be aware of and inform their future residents of this Arborists' Disclaimer, and be further advised that the developer and the future residents assume the risk that a tree could at any time suffer a branch and/or limb failure, blow over in a storm and/or fail for no apparent reason which may cause bodily injury or property damage.*** Acorn Arboricultural Services cannot predict acts of nature including, without limitation, storms of sufficient strength which can even take down a tree with a structurally sound and vigorous appearance.

Finally, the trees preserved within and/or overhanging the proposed project area will experience a physical environment different from the pre-development environment. As a result, tree health and structural stability should be regularly monitored. Occasional pruning, fertilization, mulch, pest management, replanting and/or irrigation may be required. In addition, ***provisions for monitoring both tree health and structural stability following construction must be made a priority.*** As trees age, the likelihood of failure of branches or entire trees increases. Therefore, ***the future management plan must include an annual inspection*** by a qualified ISA Certified Arborist to keep abreast of the trees' changing

condition(s) and to assess the trees' ongoing structural integrity and potential for hazard in a developed environment.

Thank you for allowing Acorn Arboricultural Services to assist you with this review. Please feel free to give me a call if you have any questions or require additional information and/or clarification.

Sincerely,

A handwritten signature in cursive script, appearing to read "Edwin E. Stirtz".

Edwin E. Stirtz
ISA Certified Arborist WE-0510A
Member, American Society of Consulting Arborists

ASSUMPTIONS AND LIMITING CONDITIONS

1. Any legal description provided to the consultant is assumed to be correct. Any titles and ownership to any property are assumed to be good and marketable. No responsibility is assumed for matters legal in character. Any and all property is appraised or evaluated as though free and clear, under responsible ownership and competent management.
2. It is assumed that any property is not in violation of any applicable codes, ordinances, statutes, or other governmental regulations.
3. Care has been taken to obtain all information from reliable sources. All data has been verified insofar as possible; however, the consultant can neither guarantee nor be responsible for the accuracy of information provided by others.
4. The consultant shall not be required to give a deposition and/or attend court by reason of this report unless subsequent contractual arrangements are made for in advance, including payment of an additional fee for such services according to our standard fee schedule, adjusted yearly, and terms of the subsequent contract of engagement.
5. Loss or alteration of any part of this report invalidates the entire report. Ownership of any documents produced passes to the Client only when all fees have been paid.
6. Possession of this report or a copy thereof does not imply right of publication or use for any purpose by any other than the person to whom it is addressed, without the prior expressed written or verbal consent of the consultant.
7. Neither all nor any part of the contents of this report, nor copy thereof, shall be conveyed by anyone, including the client, to the public through advertising, public relations, news, sales, or other media, without the prior expressed written or verbal consent of the consultant, particularly as to value conclusions, identity of the consultant, or any reference to any professional society or institute or to any initialed designation conferred upon the consultant as stated in his qualifications.
8. This report and any values expressed herein represent the opinion of the consultant and the consultant's fee is in no way contingent upon the reporting of a specified value, a stipulated result, the occurrence of a subsequent event, nor upon any finding to be reported.
9. Sketches, diagrams, graphs, drawings and photographs within this report are intended as visual aids and are not necessarily to scale and should not be construed as engineering or architectural reports or surveys. The reproduction of information generated by other consultants is for coordination and ease of

reference. Inclusion of such information does not constitute a representation by the consultant as to the sufficiency or accuracy of the information.

10. Unless expressed otherwise: 1) information contained in this report covers only those items that were examined and reflects the condition of those items at the time of inspection; and 2) the inspection is limited to visual examination of accessible items without laboratory analysis, dissection, excavation, probing or coring, unless otherwise stated.
11. There is no warranty or guarantee, expressed or implied, that problems or deficiencies of the plants or property in question may not arise in the future.
12. This report is based on the observations and opinions of Edwin E. Stirtz, and does not provide guarantees regarding the future performance, health, vigor, structural stability or safety of the plants described herein. Neither this author nor Acorn Arboricultural Services has assumed any responsibility for liability associated with the trees on or adjacent to this project site, their future demise and/or any damage which may result therefrom.
13. The information contained within this report is true to the best of the author's knowledge and experience as of the date it was prepared; however, certain conditions may exist which only a comprehensive, scientific, investigation might reveal which should be performed by other consulting professionals.
14. The legal description, dimensions, and areas herein are assumed to be correct. No responsibility is assumed for matters that are legal in nature.
15. Any changes to an established tree's environment can cause its decline, death and/or structural failure.

DEFINITIONS AND RATINGS

Tree Number:	Corresponds to aluminum tag attached to the tree.
Species Identification:	Scientific and common species name.
Diameter ("DBH"):	This is the trunk diameter measured at breast height (industry standard 4.5 feet above ground level).
Dripline radius ("DLR"):	A radius equal to the horizontal distance from the trunk of the tree to the end of the farthest most branch tip prior to any cutting. When depicted on a map, the dripline will appear as an irregularly shaped circle that follows the contour of the tree's branches as seen from overhead.
Protected Zone:	A circle equal to the largest radius of a protected tree's dripline plus 1 foot.
Root Crown:	Assessment of the root crown/collar area located at the base of the trunk of the tree at soil level.
Trunk:	Assessment of the tree's main trunk from ground level generally to the point of the primary crotch structure.
Limbs:	Assessment of both smaller and larger branching, generally from primary crotch structure to branch tips.
Foliage:	Tree's leaves.
Overall Condition:	Describes overall condition of the tree in terms of structure and vigor.
Recommendation:	Pre-development recommendations based upon observed characteristics noted at the time of the field inventory effort.
Obscured:	Occasionally some portion of the tree may be obscured from visual inspection due to the presence of dense vegetation which, during the course of inspection for the arborist report, prevented a complete evaluation of the tree. In these cases, if the tree is to be retained on site the vegetation should be removed to allow for a complete assessment of the tree prior to making final decisions regarding the suitability for retention.

TREE CONDITION RATING CRITERIA

RATING TERM	ROOT CROWN	TRUNK	LIMBS	FOLIAGE	STRUCTURE	VIGOR
Good	No apparent injuries, decay, cavities or evidence of hollowing; no anchoring roots exposed; no indications of infestation or disease	No apparent injuries, decay, cavities or evidence of hollowing; no codominant attachments or multiple trunk attachments are observed; no indications of infestation or disease	No apparent injuries, decay, cavities or evidence of hollowing; below average amount of dead limbs or twigs; no major limb failures or included bark; callus growth is vigorous	Leaf size, color and density are typical for the species; buds are normal in size, viable, abundant and uniform throughout the canopy; annual seasonal growth increments are average or above average; no insect or disease infestations/infections evident	No apparent structural defects; no weak crotches; no excessively weighted branches and no significant cavities or decay	Tree appears healthy and has little or no significant deadwood; foliage is normal and healthy
Fair	Small to moderate injuries, decay, cavities or hollowing may be evident but are not currently affecting the overall structure; some evidence of infestation or disease may be present but is not currently affecting the tree's structure	Small to moderate injuries, decay, cavities or hollowing may be evident; codominant branching or multiple trunk attachments or minor bark inclusion may be observed; some infestation or disease may be present but not currently affecting the tree's structure	Small to moderate injuries, decay or cavities may be present; average or above average dead limbs or twigs may be present; some limb failures or bark inclusion observed; callus growth is average	Leaf size, color and density are typical or slightly below typical for the species; buds are normal or slightly sparse with potentially varied viability, abundance and distribution throughout the canopy; annual seasonal growth increments are average or slightly below average; minor insect or disease infestation/infection may be present	Minor structural problems such as weak crotches, minor wounds and/or cavities or moderate amount of excessive weight; non-critical structural defects which can be mitigated through pruning, cabling or bracing	Tree appears stressed or partially damaged; minimal vegetative growth since previous season; moderate amount of deadwood, abnormal foliage and minor lesions or cambium dieback
Poor	Moderate to severe injuries, decay, cavities or hollowing may be evident and are affecting the overall structure; presence of infestation or disease may be significant and affecting the tree's structure	Moderate to severe injuries, decay, cavities or hollowing may be evident and are affecting the tree's structure; presence of infestation or disease may be significant and affecting the tree's structure	Severe injuries, decay or cavities may be present; major deadwood, twig dieback, limb failures or bark inclusion observed; callus growth is below average	Leaf size, color and density are obviously abnormal; buds are obviously abnormal or absent; annual seasonal growth is well below average for the species; insect or disease problems may be severe	Obvious major structural problems which cannot be corrected with mitigation; potential for major limb, trunk or root system failure is high; significant decay or dieback may be present	Tree health is declining; no new vegetative growth; large amounts of deadwood; foliage is severely abnormal

The ratings "good to fair" and "fair to poor" are used to describe trees that fall between the described major categories and have elements of both

**GENERAL PROTECTION GUIDELINES
FOR TREES PLANNED FOR PRESERVATION**

Great care must be exercised when work is conducted upon or around protected trees. The purpose of these General Protection Measures is to provide guidelines to protect the health of the affected protected trees. These guidelines apply to all encroachments into the protected zone of a protected tree, and may be incorporated into tree permits and/or other Conditions of Approval as deemed appropriate by the applicable governing body.

A circle with a radius measurement from the trunk of the tree to the tip of its longest limb, plus one foot, shall constitute the critical root zone protection area of each protected tree. Limbs must not be cut back in order to change the dripline. The area beneath the dripline is a critical portion of the root zone and defines the minimum protected area of each protected tree. Removing limbs that make up the dripline does not change the protected area.

Any protected trees on site which require pruning shall be pruned by an ISA Certified Arborist prior to the start of construction work. All pruning shall be in accordance with the American National Standards Institute (ANSI) A300 pruning standards, ANSI Standard 2133.1-2000 regarding safety practices, and the International Society of Arboriculture (ISA) "Tree Pruning Guidelines" and Best Management Practices.

Prior to initiating construction, temporary protective fencing shall be installed at least one foot outside the root protection zone of the protected trees in order to avoid damage to the tree canopies and root systems. Fencing shall be installed in accordance with the approved fencing plan prior to the commencement of any grading operations or such other time as determined by the review body. The developer shall contact the Project Arborist and the Planning Department for an inspection of the fencing prior to commencing construction activities on site.

Signs shall be installed on the protective fence in four (4) equidistant locations around each individual protected tree. The size of each sign must be a minimum of two (2) feet by two (2) feet and must contain the following language:

**WARNING: THIS FENCE SHALL NOT BE REMOVED OR RELOCATED
WITHOUT WRITTEN AUTHORIZATION FROM THE CITY OF
WOODLAND MUNICIPAL SERVICES AGENCY.**

Once approval has been obtained by the City of Woodland Municipal Services Agency protective fencing shall remain in place throughout the entire construction period and shall not be removed, relocated, taken down or otherwise modified in whole or in part without prior written authorization from the Agency, or as deemed necessary by the Project Arborist to facilitate approved activities within the root protection zone.

Any removal of paving or structures (i.e. demolition) that occurs within the dripline of a protected tree shall be done under the direct supervision of the Project Arborist. To the maximum extent feasible, demolition work within the dripline protection area of the protected tree shall be performed by hand. If the Project Arborist determines that it is not feasible to perform some portion(s) of this work by hand, then the smallest/lightest weight equipment that will adequately perform the demolition work shall be used.

No signs, ropes, cables (except those which may be installed by an ISA Certified Arborist to provide limb support) or any other items shall be attached to the protected trees. Small metallic numbering tags for the purpose of identification in preparing tree reports and inventories shall be allowed.

No vehicles, construction equipment, mobile homes/office, supplies, materials or facilities shall be driven, parked, stockpiled or located within the driplines of protected trees.

Drainage patterns on the site shall not be modified so that water collects, stands or is diverted across the dripline of any protected tree.

No trenching shall be allowed within the driplines of protected trees, except as specifically approved by the Planning Department as set forth in the project's Conditions of Approval and/or approved tree permit. If it is absolutely necessary to install underground utilities within the dripline of a protected tree the utility line within the protected zone shall be "bored and jacked" or performed utilizing hand tools to avoid root injury under the direct supervision of the Project Arborist.

Grading within the protected zone of a protected tree shall be minimized. Cuts within the protected zone shall be maintained at less than 20% of the critical root zone area. Grade cuts shall be monitored by the Project Arborist. Any damaged roots encountered shall be root pruned and properly treated as deemed necessary by the Project Arborist.

Minor roots less than one (1) inch in diameter encountered during approved excavation and/or grading activities may be cut, but damaged roots shall be traced back and cleanly cut behind any split, cracked or damaged area as deemed necessary by the Project Arborist.

Major roots greater than one (1) inch in diameter encountered during approved excavation and/or grading activities may not be cut without approval of the Project Arborist. Depending upon the type of improvement being proposed, bridging techniques or a new site design may need to be employed to protect the roots and the tree.

Cut faces, which will be exposed for more than 2-3 days, shall be covered with dense burlap fabric and watered to maintain soil moisture at least on a daily basis (or possibly more frequently during summer months). If any native ground surface fabric within the protected zone must be removed for any reason, it shall be replaced within forty-eight (48) hours.

If fills exceed 1 foot in depth up to 20% of the critical root zone area, aeration systems may serve to mitigate the presence of the fill materials as determined by the Project Arborist.

When fill materials are deemed necessary on two or three sides of a tree it is critical to provide for drainage away from the critical root zone area of the tree (particularly when considering heavy winter rainfalls). Overland releases and subterranean drains dug outside the critical root zone area and tied directly to the main storm drain system are two options.

In cases where a permit has been approved for construction of a retaining wall(s) within the protected zone of a protected tree the applicant will be required to provide for immediate protection of exposed roots from moisture loss during the time prior to completion of the wall. The retaining wall within the protected zone of the protected tree shall be constructed within seventy-two (72) hours after completion of grading within the root protection zone.

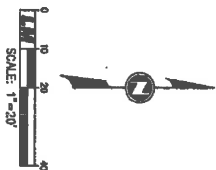
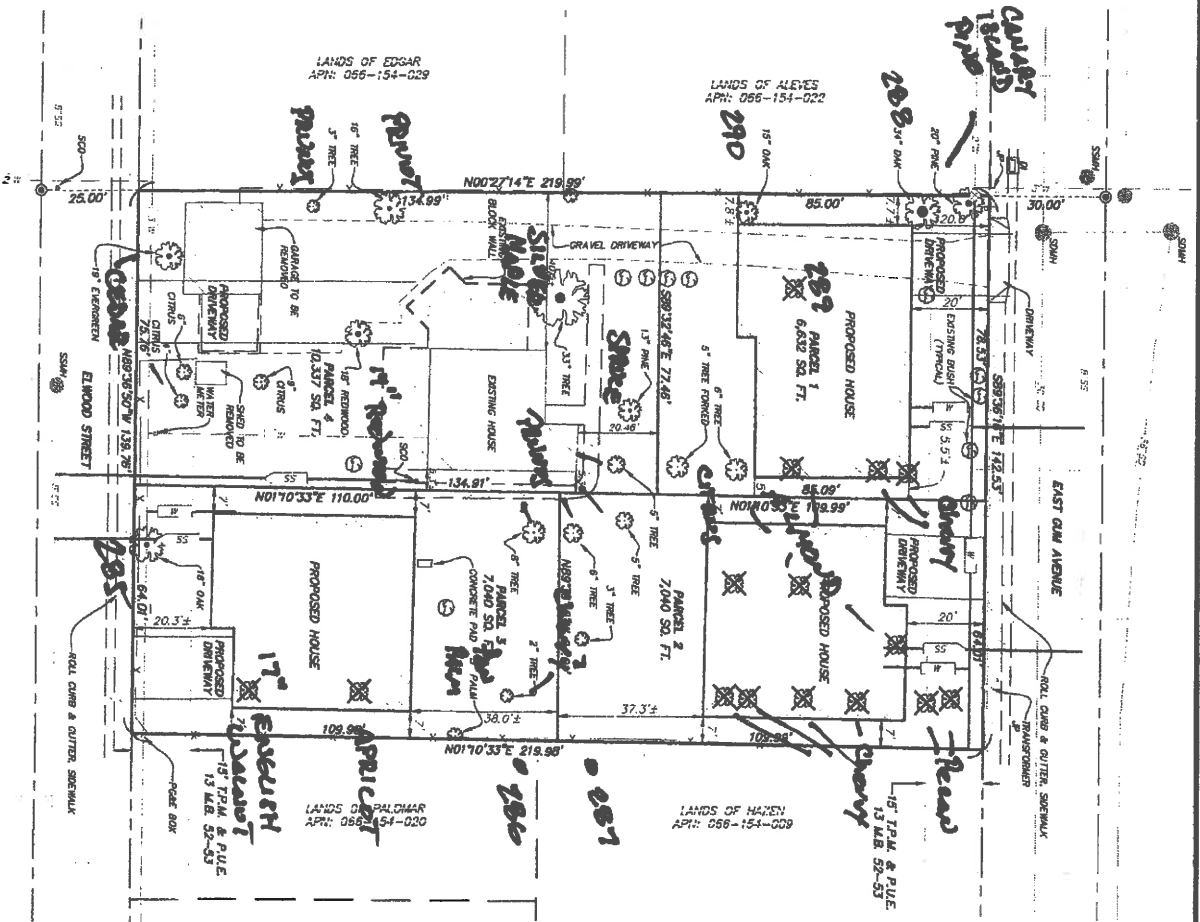
The construction of impervious surfaces within the dripline of a protected tree shall be minimized. When necessary, a piped aeration system shall be installed under the direct supervision of the Project Arborist.

Preservation devices such as aeration systems, tree wells, drains, special paving and cabling systems must be installed in conformance with approved plans and certified by the Project Arborist.

No sprinkler or irrigation system shall be installed in such a manner that sprays water or requires trenching within the dripline of a protected tree. An above ground drip irrigation system is recommended. An independent low-flow drip irrigation system may be used for establishing drought-tolerant plants within the protected zone of a protected tree. Irrigation shall be gradually reduced and discontinued after a two (2) year period.

All portions of permanent fencing that will encroach into the protected zone of a protected tree shall be constructed using posts set no closer than ten (10) feet on center. Posts shall be spaced in such a manner as to maximize the separation between the tree trunks and the posts in order to reduce impacts to the tree(s).

Landscaping beneath native oak trees may include non-plant materials such as bark mulch, wood chips, boulders, etc. Planting live material under protected native oak trees is generally discouraged, and is not recommended within six (6) feet of the trunk of a native oak tree with a diameter at breast height (DBH) of eighteen (18) inches or less, or within ten (10) feet of the trunk of a native oak tree with a DBH of more than eighteen (18) inches. The only plant species which shall be planted within the dripline of native oak trees are those which are tolerant of the natural, semi-arid environs of the tree(s).

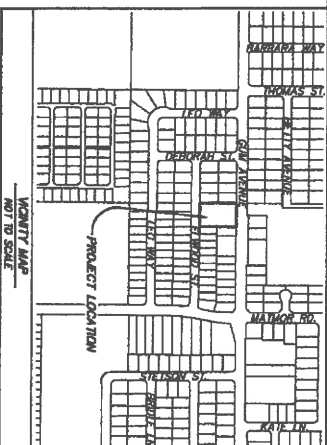


OWNER:
SUBDIVIDER:
ENGINEER/SURVEYOR:
ASSESSOR'S NUMBER:
PROPOSED USE:
EXISTING ZONING:
PROPOSED ZONING:
SEWER SERVICE:
DRAINAGE SERVICE:
WATER SERVICE:
ELECTRIC SERVICE:
GAS SERVICE:
TELEPHONE SERVICE:
FLOOD ZONES:
GROSS AREA:

FOURTH AND ONE, INC.
1310 WEST STREET
WOODLAND, CA 95665
PHONE: (916) 650-0500
DAS NAMES
3100 WEST STREET
WOODLAND, CA 95665
PHONE: (916) 804-1347
LAUGENOUR AND MEIKLE
608 COURT STREET
WOODLAND, CA 95665
PHONE: (916) 862-1755
066-154-021-000
PRIVATE RESIDENCE
PRIVATE RESIDENCES
R-1
CITY OF WOODLAND
CITY OF WOODLAND
CITY OF WOODLAND
PACIFIC GAS & ELECTRIC
PACIFIC GAS & ELECTRIC
AIR/T
0611/0204/04H ZONE X
0.711 ACRES

LEGEND

	STORM DRAIN AND MANHOLE
	SANITARY SEWER AND MANHOLE
	FIRE HYDRANT AND VALVE ASSEMBLY
	WATER MAIN, VALVE, & BLOWOFF VALVE
	JOINT UTILITY TRENCH
	OVERHEAD JOINT LINE
	UTILITY POLE WITH DOWN GUY & ANCHOR
	POWER POLE, TELEPHONE POLE, JOINT POLE
	FENCE
	CATCH BASIN OR DRAINAGE INLET
	RIGHT OF WAY OR PROPERTY LINE
	STREET CENTERLINE OR BASELINE
	SURVEY MONUMENT
	SIGN
	TREE
	TREE TO BE REMOVED
	PUBLIC UTILITY EASEMENT
	ROLL CURB, GUTTER, & SIDEWALK



TENTATIVE
PARCEL MAP No. 5049
OAK TRAIL
FOR
DAS HOMES

LOCATED IN A PORTION OF SECTION 33, TOWNSHIP 10
NORTH, RANGE 2 EAST, MOUNTAIN VIEW MERIDIAN
CITY OF WOODLAND, YOLO COUNTY, CALIFORNIA
LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING - LAND SURVEYING - PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95665 PHONE: (916) 862-1755
P.O. BOX 608, WOODLAND, CALIFORNIA 95665 FAX: (916) 862-1755

SHEET 1 OF 1

APRIL 25, 2014

AGRICULTURAL

FIELD MAP MAY 16 2014

DAS HOMES INCORPORATED
1336 Gum Avenue Project Site
Woodland, County of Yolo, California
TREE INVENTORY SUMMARY

TREE#	COMMON NAME	SPECIES	MULTI-STEMS (inches)	TOTAL DBH (inches)	DLR (feet)	CONDITIONAL ASSESSMENT						NOTABLE CHARACTERISTICS	RECOMMENDATIONS
						ROOT CROWN	TRUNK	LIMBS	FOLIAGE	STRUCTURE	VIGOR		
285	Valley Oak	<i>(Quercus lobata)</i>		21	29	Fair	Fair	Fair	Fair	Fair	Fair	Slightly above average amount of deadwood	Clean out crown
286	Valley Oak	<i>(Quercus lobata)</i>		36	41	Obscured	Fair	Fair	Fair	Fair	Fair	Trunk not accessible for full visual inspection, diameter and dripline measurements estimated; one-sided south; numerous old callused pruning wounds in the upper canopy	None at this time
287	Valley Oak	<i>(Quercus lobata)</i>		42	50	Obscured	Fair	Fair	Fair	Fair	Fair	Trunk not accessible, tag on fence 4' west of trunk, diameter and dripline measurements estimated; structural assessment of portions visible on the west side; one-sided south; numerous old callused pruning wounds in the upper canopy	None at this time
288	Valley Oak	<i>(Quercus lobata)</i>		33	36	Fair	Fair	Poor to fair	Fair	Poor to fair	Fair	One-sided south; pruned for utility line clearance on the north side; old callused and callusing pruning wounds in the upper canopy; above average amount of deadwood	Perform an aerial inspection and provide further recommendations
289	Valley Oak	<i>(Quercus lobata)</i>		11	16	Fair	Fair	Fair	Fair	Fair	Fair	One-sided southeast; slightly above average amount of deadwood	Clean out crown
290	Valley Oak	<i>(Quercus lobata)</i>		17	25	Fair	Poor to fair	Poor to fair	Fair	Poor to fair	Fair	One-sided southwest; inherently weak primary crotch with included bark; weak secondary crotches; above average amount of deadwood	Clean out crown and evaluate for a support system

TOTAL INVENTORIED TREES = 6 Trees (160 aggregate diameter inches)
PRECAUTIONARY TREES HIGHLIGHTED FOR REFERENCE



Legislation Details (With Text)

File #: 14-201 **Version:** 1 **Name:**

Type: Public Hearing Item **Status:** Agenda Ready

File created: 5/30/2014 **In control:** Planning Commission

On agenda: 6/5/2014 **Final action:**

Title: Heritage Remainder Area – A proposal to amend the General Plan and Spring Lake Specific Plan for 67.80 acres of the Heritage Remainder Area to change 39.52 acres from Very Low Density to Low Density Residential and from R-3 (3 dwelling units/acre) to R-4 (4 dwelling units per acre), reducing the number of acres of Medium Density Residential from 8.22 to 7.03 acres, reducing minimum lot width for the R-4 zone from 65 to 55 feet with an average of 65 feet, modify the Spring Lake Affordable Housing Plan to eliminate the 50-unit restriction for application of in-lieu fees, approve Tentative Subdivision Map # 5048 and amend the previously approved Development Agreement.

Applicant/Owner: Turn of The Century, LLC - 173 Court Street, Suite D, Woodland CA 95695

Project Planner: Paul L Hanson, AICP, Senior Planner.

Recommendation

Staff recommends approval of the project by making an affirmative motion as follows:

Motion #1: Move that the Planning Commission recommend approval of the Heritage Remainder Area project to the City Council based on the identified Findings of Fact and subject to the identified Conditions of Approval, by taking the following actions:

Planning Commission Action:

1. Adopt the attached Resolution PC-14-_____, recommending to the City Council to approval the amendments the General Plan And Spring Lake Specific Plan land use designations (rezone), the Spring Lake Specific Plan Design Standards Table 2.4 (minimum lot width), and the Spring Lake Specific Plan Affordable Housing requirements (50-unit limit) in accordance with the proposed Heritage Remainder Area Specific Plan Amendments (Attachment "G");

Recommended City Council Action:

2. Adopt the attached Resolution No. _____, approving the CEQA EIR Addendum together with the previously Certified Turn of the Century EIR as the appropriate level of environmental review in accordance with the California Environmental Quality Act; (Attachment "H");
3. Adopt the attached Resolution No. _____, amending the City General Plan land use designations (rezone) in accordance with the proposed Turn the Century Heritage Spring Lake Specific Plan Amendments (Attachment "I");
4. Adopt the attached Resolution No. _____, amending the Spring Lake Specific Plan land use designations (rezone), Spring Lake Specific Plan Design Standards Table 2.4 (Minimum Lot Width), and Spring Lake Affordable Housing Plan (50-unit limit) in accordance with the proposed Heritage Remainder Area Specific Plan Amendments (Attachment "J");
5. Adopt the proposed "Findings" for approval of the Tentative Subdivision Map No. 5048 and "Conditions of Approval" to be incorporated in Development Agreement between the City of Woodland and the Developer(s) as presented in the Staff Report (Attachment "K").
6. Adoption of Ordinance No. _____, authorizing the City Council execute the Project Development Agreement (Attachment "L").

Sponsors:

Indexes:

Code sections:

Attachments: [Attachment A - Heritage Remainder Application.pdf](#)
[Attachment B - Heritage Remainder General Plan Amendment Exhibit.pdf](#)
[Attachment C - Heritage Remainder Spring Lake Plan Amendment Exhibit.pdf](#)
[Attachment D - Heritage Remainder Spring Lake Plan Amendment Table 2 4 Exhibit.pdf](#)
[Attachment E - Affordable Housing Plan amendment.pdf](#)
[Attachment F - DUE Chart.pdf](#)
[Attachment G - Planning Commission Resolution.pdf](#)
[Attachment H - CEQA Resolution.pdf](#)
[Attachment I - General Plan Resolution.pdf](#)
[Attachment J - Spring Lake Resolution.pdf](#)
[Attachment K - Findings & Conditions Of Approval - Heritage Remainder.pdf](#)
[Attachment L - Heritage Remainder Area Ordinance Approving DA Amendment.pdf](#)

Date	Ver.	Action By	Action	Result
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Planning Commission

Spring Lake Specific Plan - Heritage Remainder Area Project: Request to amend the General Plan, Spring Lake Specific Plan, and approve a new Tentative Subdivision Map (TSM#5048), and Development Agreement for 67.80 acres of the Heritage Remainder Area within Spring Lake Specific Plan area. The request also includes amendments to the Spring Lake Design Standards Table 2.4 to reduce to the minimum lot width of 65 feet to 55 feet with an average lot width of 65 feet for SLSP R-4 zone and a request to modify the SLSP Affordable Housing Plan by removing the 50-units restriction for the In-Lieu Fee Option.

Location: Subject property is located at the northwest corner of County Road 25A and County Road 102, extending west along County Road 25A

Applicant/Owner: Turn of The Century, LLC - 173 Court Street, Suite D, Woodland CA 95695

Environmental Report: Addendum to the Environmental Impact Report (SCH #99022069), Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000

APN: 42-030-029 & 042

Project Planner: Paul L Hanson, AICP, Senior Planner.

Staff Recommendation: Recommend City Council Approval with Conditions

General Plan Designation: Very Low Density Residential (VLDR); Low Density Residential (LDR); and Medium Density Residential (MDR)

Current Zoning: Single-Family Residential (R-3 & R-4) & Multi-Family (R-15)

Specific Plan Designation: Spring Lake Specific Plan Area

Existing Land Uses: Spring Lake Specific Planning Area (Vacant & fallow land)

Flood Zone: X - Area Outside the 2% Annual Chance Flood Event, FIRM Community Panel Number - 060426-0445H Revised May 16, 2012

Street Access: Mickle Avenue, County Road 25A, Promenade Drive, Banks Drive.

Adjacent Land Uses & Zoning:

<u>DIRECTION</u>	<u>LAND USE</u>	<u>ZONING</u>
North	Future School Site and Very Low &Low Density Residential	School Residential (R-3 & R-4)
South	Agricultural land	Agricultural General (A-1)
East	City of Woodland Regional Park Very Low Density Residential	Open Space (O-S), & Single- Family Residential (R-3)
West	Vacant Very Low Density Residential	Residential (R-3)

Pending/Potential Action

Staff recommends that the Planning Commission take action on the following:

- 1) Receive the staff report;
- 2) Conduct the public hearing;
1. 3) Adopt Resolution No. PC14-_, recommending to the City Council approval of amendments to the General Plan And Spring Lake Specific Plan land use designations (rezone), the Spring Lake Specific Plan Design Standards Table 2.4 (minimum lot width), and the Spring Lake Specific Plan Affordable Housing requirements (50-unit limit) in accordance with the proposed Heritage Remainder Area Specific Plan Amendments (**Attachment “G”**);

Recommended City Council Action:

1. Adopt the attached Resolution No._____, approving the CEQA EIR Addendum together with the previously Certified Turn of the Century EIR as the appropriate level of environmental review in accordance with the California Environmental Quality Act; (**Attachment “H”**);
2. Adopt the attached Resolution No. _____, amending the City General Plan land use designations (rezone) in accordance with the proposed Turn the Century Heritage Spring Lake Specific Plan Amendments (**Attachment “I”**);
3. Adopt the attached Resolution No. _____, amending the Spring Lake Specific Plan land use designations (rezone), Spring Lake Specific Plan Design Standards Table 2.4 (Minimum Lot Width), and Spring Lake Affordable Housing Plan (50-unit limit) in accordance with the proposed Heritage Remainder Area Specific Plan Amendments (**Attachment “J”**);
4. Adopt the proposed "Findings" for approval of the Tentative Subdivision Map No. 5048 and “Conditions of Approval” to be incorporated in Development Agreement between the City of Woodland and the Developer(s) as presented in the Staff Report (**Attachment “K”**).
5. Adoption of Ordinance No. _____, the City Council authorizing the Project Development Agreement Amendments (**Attachment “L”**).

Project Site Description

The project site encompasses approximately 67.80 acres of vacant land located on two parcels, within the original Turn of the Century Heritage Remainder Subdivision Map #4784. The property is located at the northwest corner of County Road 25A and County Road 102, extending west along County Road 25A (APNs 42-030-029 and 042) within the Spring Lake Specific Plan (SLSP) Area.

Background

The entire SLSP area was rezoned under Ordinance No. 1346 adopted July 2, 2002. The subject property was approved as a Tentative Vesting Subdivision Map (#4784), Rezone, and Development agreement on December 6, 2005, as part of the Turn of the Century, Russell Ranch Remainder Area project. On November 25, 2013, the applicant submitted an application for a General Plan Petition, requesting to amend the General Plan and Spring Lake Specific Plan for the Heritage Remainder Project area. On March 6, 2014, the Planning Commission approved the General Plan Petition, allowing the processing of the requested amendments to the General Plan and Spring Lake Specific Plan, which includes a rezone, tentative map, amending Spring Lake Affordable Housing Plan, and revising the development agreement.

Project Proposal

The applicant, Turn of the Century, LLC, proposes to amend the General Plan, Spring Lake Specific Plan, and the Heritage Remainder Area Vesting Tentative Map #4784 and is requesting approval of Tentative Subdivision Map #5048 and a development agreement amendment to allow the following actions/entitlements as described

below (See Attachment “A” - Application & Tentative Subdivision Map).

General Plan Amendment Request

The amendment proposes to modify the 39.52 acres of Very Low Density Residential (VLDR) to Low Density Residential (LDR). The proposal also shifts the existing R-15 (Medium Density Residential) site immediately south of its current location and reduces the R-15 acreage from 8.22 to 7.03 acres (See Attachment “B” - General Plan Amendment Exhibit).

Specific Plan Amendment Request

The Specific Plan amendments include rezoning a portion of the Heritage remainder area, modifying the Specific Plan Development Standards (Table 2.4), and modifying the Spring Lake Affordable Housing Plan as described below:

Zoning

The applicant proposes to rezone ±39.52 acres from R-3 (3 du/ac) to R-4 (4 du/ac) and ±8.22 acres of R-15 (15 du/ac) to be reduced to 7.03 acres of R-15 (See Attachment “C” - Specific Plan Rezoning Exhibit). This change will converting 118 R-3 lots to 170 R-4 lots and result in approximately 52 additional R-4 residential lots and a reduction of R-15 units by 14 units.

Specific Plan Development Standards (Table 2.4)

The applicant is proposing to amend the Spring Lake Development Standards in Table 2.4 of the Spring Lake Design Standards. The proposal is to reduce to the minimum lot width for the R-4 zoning within Spring Lake Specific Plan, from a minimum lot width of 65 feet to 55 feet, with an average lot width requirement of 65 feet. (See Attachment “D” - Specific Plan Design Standards Table 2.4 Amendment Exhibit).

Spring Lake Affordable Housing Plan

The applicant is proposing to amend the Spring Lake Affordable Housing Plan by removing **the 50-units restriction** in the In-Lieu Payment Option. The affordable housing requirement is 10% of the total single-family detached units within each development. (See Attachment “E” - Spring Lake Affordable Housing Plan Amendment Exhibit).

Tentative Subdivision Map Request

The applicant is proposing to revise the previously approved tentative subdivision map. The revised tentative map and rezone will increase the number of single-family lots from 118 R-3 and 42 R-4 lots to 212 R-4 lots, adding a total of 52 additional single-family lots. The revised map also moves the R-15 site to the south, directly adjacent to County Road 25A, and reduces the acreage of the R-15 site from 8.22 to 7.03 acres.

The current project proposes to split the tentative map into two (2) phases. Phase I is 28.3 acres and 109 single-family units, located along Banks Drive between County Road 102 and Russell Circle. Phase II is 24.0 acres and 103 single-family units, located just north of County Road 25A between County 102 and Mickle Avenue.

The development proposes lot widths ranging from 55 to 135 feet with an average lot width of 68 feet. As

previously mentioned, a Spring Lake Specific Plan amendment for the SLSP R-4 has been proposed to reduce the minimum lot width from 65 feet to 55 feet with an average lot width of 65 feet.

Lot depths range from 82 to 183 feet with an average lot depth of 110 feet. The development has a minimum lot size of 5,478 square feet, a maximum of 17,930 square feet, and average of 7,646 square feet. The applicant has proposed to develop at the higher end of the density range allowed under the R-4 category, which has a range of 3 to 4 dwelling units per acre. Phases I and II will have respective net densities of 3.85 and 4.07 with a will have a combined overall density of 4.07 dwelling units/acre.

Lot layout is generally consistent with neo-traditional qualities as identified in the Spring Lake Specific Plan (SLSP) and will provide homes that primarily front to a local street, and/or side on in a few cases. Homes will side on to Lot A (Greenbelt) consistent with existing development in the area, consistent with Standard 2.35.2 that prohibits lots from backing on to park land.

Infrastructure

The development will construct all internal local streets and utilities and any project components including open space access paths and privacy and sound walls.

Project access will be primarily from the Arterials County Roads 25A and 102, the Collector Mickle Avenue and Local Streets, Promenade Drive and Banks Drive on to future local streets. The project will be required to construct a sound wall along County Road 102 that is consistent in location, design, materials, and colors with the existing adjacent wall along County Road 102. The project will be required to construct a privacy wall along County Road 25A that is consistent in location, design, materials, and colors with existing privacy walls in Spring Lake.

A greenbelt will be provided on “Lot A”, extending north from County Road 25A to Banks Drive, and is approximately 620 feet long and widths ranging from approximately 130 feet between lots 64 and 50, **78 feet between lots 118/133 and 159/160, and 109 feet between Lots 134 and 177.** Three (3) Pedestrian/bicycle accesses will be provided as part of the project. Two (2) Pedestrian/bicycle accesses are provided on Lots “B” and “C,” extending north from Banks Drive and Russell Circle, respectfully. A third Pedestrian/bicycle access is provided just to the east of Zane Drive. An urban forest with a 10-foot path is also being provided on the north side of County Road 25A.

Development Agreement Amendment Request

Resolution No. 3542 adopted May 15, 1990 establishes procedures for the consideration of Development Agreements in Woodland. These procedures essentially parallel the requirements of Section 65864 et.seq. of the Government Code. The SLSP requires that each developer enter into a Development Agreement with the City. Development agreements allow the City to negotiate the vesting of certain development rights for the applicant in exchange for benefits to the City that might not otherwise be required of a developer. The City Attorney and staff have prepared a Development Agreement template for the City to use with all SLSP developers.

A Development Agreement was approved as part of the original Heritage Remainder project on November 17, 2005 by the City Council. An amended development agreement is included with this project review that will replace the original agreement for these two properties.

Public Notification

Public notice advertising for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law. Two methods of public notice were used:

1. Legal notice was published in the Woodland Daily Democrat on or before, May 26, 2014.
2. Notices were mailed to all property owners within Spring Lake Specific Plan area on May 23, 2014.

Copies of the staff report for the proposed project have been on file at City Hall since May 30, 2014.

Applicable Laws, Codes, And Ordinances

The project is subject to several laws, codes, and ordinances:

- The California Environmental Quality Act (CEQA)
- The City of Woodland General Plan (including the Housing Element)
- The City of Woodland Zoning and Subdivision Ordinances
- Spring Lake Specific Plan (SLSP)
- SLSP Mitigation Monitoring Plan (MMP)
- SLSP Affordable Housing Plan
- SLSP Financing Plan
- SLSP Design Standards

Previous Action Taken (to amend the SLSP)

On December 18, 2001, the City Council adopted the Spring Lake Specific Plan (SLSP) (Resolution No. 4330). The SLSP has since been amended several times:

1. November 19, 2002 (Resolution No. 4399) to address the Settlement Agreement and various staff-identified errata;
2. December 17, 2002 (Resolution No. 4406) to address changes to the Plan requested by Spring Lake Planning Group LLC;
3. October 19, 2004 (Resolution No. 4583) to address additional changes to the Plan requested by Spring

Lake Planning Group LLC; and

4. February 27, 2007 (Resolution No. 4807) to amend the Spring Lake Specific land use designations and Table 2.4 requested by the proposed Reynen & Bardis-Spring Lake Central Development Project.
5. November 16, 2010 (Resolution 5147) to amend the Spring Lake Specific Plan to remove reference to the Gibson Road Bike/Pedestrian overcrossing and the Class 1 bike path south of Gibson Rd between Pioneer High School and Woodland Community College.
6. December 14, 2010 (Resolution No 5160) to amend the Spring Lake Specific Plan land use designations to relocate the neighborhood commercial and park site on the Cal West property, eliminate a school site and R-5 single-family acreage and increase the R-8 and R-15 acreage.
7. March 5, 2013 (Resolution No 6155) to amend the Spring Lake Specific Plan land use designations to rezone a 10-acre school site and a 6.22-acre R-20 Multi-family site to 16.22 acres of R-8 single family.

CEQA Clearance

On August 15, 2000, the City Council certified the Turn of the Century Final EIR (State Clearing House Number 1199022069; Resolution No. 4215 adopted August 15, 2000). The City Council subsequently adopted the following CEQA Addendums to the Turn of the Century EIR:

1. Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final SLSP;
2. Addendum #2 (Resolution No. 4399 adopted November 19, 2002) for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata;
3. Addendum #3 (Resolution No. 4406 adopted December 17, 2002) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC;
4. Addendum #4 (April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property;
5. Addendum #5 (Resolution No 4583 adopted October 19, 2004) for the purposes of amending the Plan based on a request form the Spring Lake Planning Group LLC;
6. Addendum #6 (Resolution No 4806 adopted February 27, 2007), for the purposes of amending the Plan based on a request by Reynen and Bardis;
7. Addendum #7 (Resolution No. 5146 adopted November 16, 2010) for the purposes of amending the Plan based on a request by the Gibson Ogden Investors, LLC to remove a bike overcrossing and path; and
8. Addendum # 8 (Resolution No. 5159 adopted December 14, 2010) for the purposes of amending the Plan based on a request by Cal West Investors, LLC to modify land use designations and rezone a school site.
9. Addendum #9 (Resolution No. 6117 adopted March 5, 2013) for the purposes of amending the Plan based on a request by the ALC IV Woodland Spring Lake, LLC to modify land use designations a on

16.22 acres, from multi-family R-20 and School designations to a single family R-8 designation.

Section 15 182(a) of the California Environmental Quality Act (CEQA) provides that the lead agency shall prepare an Addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

Section 15162 of the California Environmental Quality Act (CEQA) provides that when an EIR has been certified for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following have occurred:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
3. New information of substantial importance, which was not known and could not have been known with the existence of reasonable diligence at the time the previous EIR was Certified as complete, shows the following:
 - A. The project will have one or more significant effects not discussed in the previous EIR;
 - B. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - C. Mitigation Measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the Mitigation Measure or alternative; or
 - D. Mitigation Measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measures or alternative.

If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a) Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.

Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency, which grants the next discretionary approval for the project, if any. In this situation, no other responsible agency shall grant an

approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.

Consistency with CEQA Requirements

The Heritage Remainder Specific Plan Amendment proposes an amendment to the land uses identified in the Spring Lake Specific Plan. The applicant proposes to rezone approximately 39.52 acres of R-3 density to R-4 and rezone the R-15 site from 8.22 acres 7.03 acres with an approximate overall increase of 40 dwelling units. As such, environmental impacts would be similar with the proposed revisions, as identified in the previous EIR.

Because the proposed land uses are similar to those studied in the SLSP, Turn of the Century EIR, the changes proposed are not substantial and would not require major revisions. Furthermore, the proposed changes would not create new or significant environmental effects, which have not already been analyzed.

The overall land disturbance area of the site, as well as net land uses within the SLSP would remain unchanged. Several impacts of concern in the previous EIR are directly related to land disturbance area. Therefore, the project would not have additional significant effects that were not discussed in the previous EIR due to proposed changes. Significant effects would remain generally unchanged.

Mitigation measures analyzed in the previous EIR would remain unchanged, and would substantially reduce significant effects on the environment. New mitigation that would substantially reduce impacts more than the previous EIR are not available, because the proposed changes are not substantial.

Significant changes in circumstances have not occurred since the adoption of the previous EIR. The Spring Lake Specific Plan was approved December 18, 2001. None of the conditions as described in subdivision (a) have occurred. As such, a new EIR is not required. A subsequent EIR or Negative Declaration is not required and therefore, an additional public review period pursuant to sections 15087 and 15072 is not necessary.

As documented in the EIR Addendum, a substantial increase in the severity of previously identified impacts will not occur as a result of the proposed Specific Plan Amendment (Rezone). As a result, no subsequent EIR or Negative Declaration is required for any residential project undertaken in conformity with an adopted Specific Plan for which an EIR has been certified.

Pursuant to Government Code Section 65457(a), (15182 of the CEQA Guidelines), any residential development project, including any subdivision, or any zoning change, that is undertaken to implement and is consistent with a specific plan for which an environmental impact report has been certified after January 1, 1980, does not require additional CEQA review.

Project Level CEQA Review

The Spring Lake Specific Plan requires that each development application include certain project-level and property-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation Monitoring Plan. The following studies have been submitted

with the subject application in fulfillment of these requirements (SLSP, Development Regulation 2.4 and page 9 -1). Several were prepared with the original subdivision application and updates as necessary were prepared with the current project submittal:

- Biological Resources Assessment, Foothill and Associates, Spring Lake TOC 403 acres, April 28, 2003 (Development Regulation 7.1).
- Traffic Impact Study, TOC Tentative Maps 1-3, Grandy and Associates, May 27, 2003; update prepared by K.D. Anderson and Associates, Inc, May 18, 2011 (SLSP Development Regulation 4.10, 4.11 and Mitigation Measure 4.6-1).
- Environmental Noise Assessment, Spring Lake Residential Development #1, Bollard and Brennan, Inc, April 15, 2003, (SLSP, Development Regulation 2-4 and page 9.1).
- Cultural Resources Inventory, TOC Development, Cultural Resources Unlimited, March 2003, (SLSP Development Regulation 2-4 and page 9.1).
- Phase I Environmental Site Assessment, TOC 160 Acres and Beeghley Parcel, Geocon Consultants, April 2003, (SLSP Mitigation Measure 4.12-1).
- Geotechnical Engineering Investigation, Spring Lake Development 160 Acres, Wallace Kuhl and Associate, December 6, 2002; update. Engeo, Inc November 9, 2010.
- Infrastructure Capacity Assessment, Cunningham Engineering Corporation, April 27, 2011.

City staff have reviewed each of these studies and reached the following conclusions:

- 1) The studies satisfy the SLSP requirements;
- 2) Applicable requirements or conditions recommended in the study have been included as Conditions of Approval for this project;
- 3 The studies identify no environmental circumstances specific to the site or the proposed project that were not previously anticipated and addressed in the original EIR and later addendums.

These studies and consistency determinations provide the substantial evidence to show that the project as conditioned is consistent with the adopted Specific Plan and fulfills all conditions and CEQA Mitigation Measures. Therefore, pursuant to Section 65457(a) of the California Government Code and Section 15182(a) of the CEQA Guidelines, no other CEQA documentation is required for the City to take action to approve this project.

Infrastructure Capacity

An infrastructure analysis was provided by Cunningham Engineering Corporation, which determined that the existing Spring Lake Specific Plan water, wastewater, and storm drainage systems can accommodate the proposed project. Therefore, infrastructure improvements beyond those anticipated in the SLSP, Turn of the Century EIR, are not required.

Review Agency Comments

The application was circulated for review by agencies of jurisdiction. The comments from Development Engineering, Housing, Building, Fire, Police, Yolo Solano Air Quality Management District, have been incorporated as Conditions of Approval.

Staff Analysis

Staff supports this project subject to the recommended conditions of approval and provides the following analysis:

The initial project for the General Plan and Spring Lake Plan Amendments and tentative map was submitted on January 23, 2014, and the project was circulated for comments at that time. Staff supports this project based on Findings of Fact and Conditions of Approval as presented in **Attachment “K” - Findings of Fact and Conditions of Approval**. The following analysis addresses key areas of the Spring Lake Specific Plan’s policies and regulations. A summary analysis of the SLSP policies and regulations is provided below for Planning Commission consideration.

General Plan Consistency

The proposed General Plan amendment, increases the residential density from Very Low Density Residential (3 units per acre) to Low Density Residential (4 units per acre). The density helps to promote a more efficient use of land resources and helps the overall fiscal health of the specific plan. The proposal also changes the location of the existing R-15 (Medium Density Residential) site immediately south of its current location and reduces the R-15 acreage from 8.22 to 7.03 acres. The reduction in the R-15 acreage still exceeds the Spring Lake Specific Plan original requirements for this site, of providing 6.7 acres with 101 units.

The Spring Lake Specific Plan has been determined by the City Council to be consistent with the General Plan. This consistency is maintained at the project-level via a determination of consistency with the SLSP. The proposed modifications to the Development Agreement and phasing of the tentative subdivision map have been determined by staff to be consistent with the SLSP and General Plan.

Spring Lake Specific Plan Consistency

In order to assess project consistency with the SLSP, a detailed analysis was performed comparing the project proposal to each section of the SLSP (including text, development regulations, figures, tables, and the Illustrative Lotting Plan to the extent applicable) and to the various implementing documents of the SLSP including: Building Unit Allocation Program, Agricultural Land Mitigation Program, Affordable Housing Plan, Design Standards, and Mitigation Monitoring Program. Despite proposed modifications of the Land Use Section of the Spring Lake Specific Plan, the project is substantially consistent with the aforementioned documents. Through various conditions or components of the Development Agreement, consistency and/or participation in the following programs was also ensured: Fiscal Impact Study, Financing Plan (Public Facilities), Capital Improvement Plan, Sewer/Drainage/Water Infrastructure Plans, Transit Plan, and Nexus Study.

Spring Lake Specific Plan Design Standards

The SLSP Design Standards adopted May 20, 2003, identify minimum design requirements for development within the Spring Lake area including architectural requirements for the homes, and landscaping requirements for public improvements. A condition has been added that requires future development, within the project to complete Design Review as required by the Spring Lake Design Standards.

Spring Lake Financing Plan

In order to maintain the fiscal and financial feasibility of the Spring Lake Specific Plan, it is the City's goal in implementing the Spring Lake Specific Plan that the number of constructed units be as close as possible to the number of planned units. A December 2008 amendment to the Spring Lake Infrastructure Fee plan increased the constructed density requirement to 100 percent of planned density in order to reduce the overall fee; in assuming a greater density, the fees are spread over a larger number of assumed units. This change was made at the request of the development community and has been built into assumptions in the Spring Lake Capital Improvement Plan (CIP). The proposed rezone results in a net increase in the total number of units, 37 (plus 52 single-family units and minus 14 multi-family units), and for purposes of calculating the Spring Lake Infrastructure Fees (SLIF), the project results in a net increase generating fees equivalent to 41.8 DUEs. As a result, there is no “make up” of fees that would be required as a result of the proposed rezoning (**See Attachment “F” - DUE chart**).

Land Use Designations

The proposed Spring Lake Specific Plan amendments increases the residential density from R-3 (3 du/ac) to R-4 (4 du/ac) and modifies the R-15 site by locating it just north of County Road 25A and reducing the size from ±8.22 acres to 7.03 acres of R-15. This change will result in approximately 52 additional R-4 residential lots and a reduction of R-15 units by 14 units.

Specific Plan Development Standards (Table 2.4 - Lot Width)

The proposed specific plan amendment reduces to the minimum lot width for SLSP R-4 zone, from 65 feet to 55 feet with an average lot width of 65 feet. A Specific Plan amendment is required to deviate from the standard lotting width in the R-4 Zone. All uses shall conform to the area, height, and yard requirements required in the underlying zone as amended by this specific plan amendment.

The Spring Lake Specific Plan R-4 zoning has a lot width requirement of 65 feet for detached residential units. Both the SLSP R-5 & R-8 zonings have the requirement of an average lot width with a minimum lot width as follows:

- The SLSP R-5 zoning has the requirement of an average lot width of 55 feet with a minimum lot width of 50 feet.
- The SLSP R-8 zoning has the requirement of an average lot width of 45 feet with a minimum lot width of 40 feet.

Staff supports the amendment to the R-4 lot width requirement in the Spring Lake Specific Plan. This amendment will encourage a creative and more efficient approach to the use of land and to provide for greater

flexibility in the design of integrated developments than otherwise possible through strict application of current zoning regulations.

Spring Lake Affordable Housing Plan

With this project, an amendment to the Spring Lake Affordable Housing Plan is proposed in order to allow greater flexibility in the payment of in-lieu fees as an option for projects. The SLSP affordable housing requirement is 10% of the total single-family units within each development (R-8 or less) shall be affordable units. On the higher density site (R-15 and above), the developers must provide not only 10% units affordable to low income (LI) households, but an additional 20% must be affordable to very low-income households (VLI) or the developer has the option of providing 25% of the multi-family to very low-income households (VLI).

Per a prior Affordable Housing Agreement dated April 2005 between Russell Ranch Development and the City of Woodland, the required very low-income (VLI) multi-family units were transferred from the Heritage Remainder R-15 site to the *Terracina at Spring Lake* project on Mickle Avenue within Spring Lake. The R-15 site is still required to provide 10% of the units to low income households based on ultimate build out of the property. At a maximum build out of 119 units, this equals 12 multi-family units.

Per a prior In-lieu Fee Agreement dated December 2006 between Russell Ranch Development and the City of Woodland, the required 10% affordable detached single-family units from the Vesting Tentative Subdivision Map #4784 for the Heritage Remainder Area were satisfied with payment of an in-lieu fee.

The rezone from R-3 to R-4 will generate 52 additional detached single-family units. The Affordable Housing calculation is: 52 single-family units times 10% (LI) equals 6 units. The Affordable Housing obligation for the project is 6 single-family detached units and 12 multi-family units.

At this time, the Spring Lake Affordable Housing Plan allows projects that are less than 50 single-family detached units the option of paying an in-lieu fee to meet the affordable housing requirement. The applicant is proposing an amendment to remove the 50-units (detached for-sale residential units) restriction in order to allow Spring Lake Projects greater than 50-units to qualify for the payment of in-lieu fees. Should this amendment be approved by City Council, the applicant would have the option of providing all 6 affordable single-family detached units within the project site or paid the in-lieu fee for all or a combination of units and fee. The project is still required to provide at least 12 low-income (LI) affordable units within the R-15 site.

In-Lieu Fees Option

For detached for-sale Residential Projects of less than 50 units where the City also determines that it is not feasible or suitable (pursuant to the factors mentioned in section 6A-3-50 (B)(2)(a) of the Ordinance) for the For-Sale Residential Project to have on-site Affordable Units, the City and Developer may agree to a contribution of in-lieu fees to satisfy the Developer's affordable housing obligation. Only the City may initiate this in-lieu fee option and only where it is demonstrated based on substantial evidence that there is no feasible alternative.

During the last several years, communities including Woodland have been experiencing difficulty with providing assistance to affordable single-family housing. The City has gone through the dissolution of The Redevelopment Agency, which has affected the City's ability to provide gap funding for affordable housing projects (new construction and acquisition/rehabilitation projects). The cost to facilitate a limited number of households into single-family housing is very high and in many cases, the city has lost available units for our inventory when qualified buyers cannot be found. Overall, key issues include:

- 1) A continued need for quality multifamily affordable housing projects,
- 2) A decline in the financial capacity of affordable first time homebuyers,
- 3) Challenges in assisting affordable first time homebuyers purchase new affordable homes,
- 4) Difficulties in ensuring that new affordable homes do not convert to market rate units,
- 5) A need to have first time homebuyer funds available on more than a cyclical basis in order to assist affordable first time homebuyers purchase resale homes throughout Woodland.

Presently Spring Lake developers are required to provide 10 percent of the single-family housing stock that is built as available to affordable low-income buyers. Under the current ordinance, this requirement to hold the housing as available to affordable families expires after a set amount of time. If eligible buyers are not found after that time period, the homes revert to market prices. This, combined with loss of available funding assistance has made it very difficult to assist single-family low-income housing. **As a result, the Staff supports removing the 50-unit or less restriction and accept in-lieu fees for the single-family 10 percent requirement and then utilizing those fees to assist with the development of new multi-family type product that serves the greatest need.**

Spring Lake Development Standards Subdivision Criteria

Density - The SLSP establishes both maximum and minimum density for each land use category. For the R-4 category, the minimum is 3 dwelling units per acre (du/ac) and the maximum is 4 du/ac. The density for the R-4 portion of the project is 3.96 dwelling units. For the R-15 category, the minimum is 10 dwelling units per acre (du/ac) and the maximum is 15 du/ac. The density for the R-15 portion of the project is 14.47 dwelling units.

Cul-de-Sac Calculation - Development Regulation 4.8 states that a grid system is encouraged, although a modified grid is acceptable with the goal of not more than 50 percent cul-de-sacs in a subdivision. The proposed subdivision provides 40 percent cul-de-sac block length measured from centered line

Block length - Development Regulation 2.34 and Table 2.4 lists the block length in the R-4 zone as 400 to 600 feet desirable with a maximum of 910 feet. All the proposed blocks within the subdivision map comply with this requirement. The blocks labeled Brookshire and Russell Circles while their overall length exceeds the maximum of 910 feet, each block has two 90 degrees turns, breaking the blocks into three sections and each section is less than 500 feet.

Street Loading - Development Regulation 2.31 requires homes to face a local residential street, two-lane collector, court or private street. Only the rear or side property lines may abut arterials and only side or front of units may abut collectors or greenbelts. The project design as proposed meets these requirements.

Back-on Lots - Development Regulation 2.35.2 prohibits residential lots from backing on to greenbelts. Lots adjacent to the greenbelt (Lot A) will side-on to the greenbelt.

Bicycle / Pedestrian Access - Development Regulation 2.24 requires access connections for bicycles and pedestrians to open space, parks, and subdivision trails. The map provides three trail access points, two to the greenbelt and two to the existing subdivision trail located along the northern boundary.

Entry Sign - Per the Spring Lake Design Standards 1.6.2, the applicant has been conditioned to provide a neighborhood entry sign at the northwest corner of Promenade Drive and County Road 25A. The project has also been conditioned to provide a “Welcome to Woodland Sign” at the northwest corner of County Road 102 and County Road 25A. Sign to be similar to the other curved Entryway Signs throughout the City.

Energy Efficiency - The project shall comply with minimum energy efficiency standards provided in Development Standard 2.25 which requires that five (5%) percent of all units to have roof photovoltaic energy systems or other alternative energy system. **Staff is also recommending a condition requiring that all homes shall be photovoltaic ready and that all homes shall have outlets for electric vehicles in every garage.**

Water Conservation Ordinance - The project shall comply with the State Water Conservation Ordinance. This applies to all front yard and public landscaping.

Fencing -

Residential Fencing. All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining.

Park and Greenbelt Adjacent Fencing. All fencing adjacent to the park shall be enhanced materially and aesthetically. Fencing adjacent to the greenbelt shall be consistent with the existing fence concept utilized in the Village 3 Development. All wood fencing shall be stained with a water sealant. Fence design shall be submitted for review and approval prior to the issuance of building permits.

Privacy/Sound wall. The required sound wall along west side of County Road 102 shall be designed and constructed to be consistent with existing adjacent fencing. The required privacy wall along the north side of County Road 25A shall be designed and constructed to be consistent with existing adjacent fencing.

The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of building permits for each Phase. Landscaping and construction of the public improvements shall occur concurrent with adjacent development.

An additional consideration as part of this review is that by taking a broader view of the Spring Lake Plan and the proposed amendments, an opportunity is presented to assess the underlying principles of the plan. Evaluation of the existing components and assessment of modifications that would enhance the livability and long-term financial and fiscal sustainability of the neighborhood, such as adjustments to the roadway design in favor of improvements to the future bike and pedestrian networks well as incorporation of additional green building principles which have come into greater focus since the Spring Lake Specific Plan was approved in 2001. **The proposed project as conditioned is consistent with the City's Spring Lake Specific Plan.**

Agricultural Land Mitigation Program and Hawk Mitigation Requirements. Pursuant to within an area located within the targeted easement area known as the Merritt Ranch Mitigation Property.

Mitigation Monitoring Plan. The SLSP MMP is contained in Appendix A of the SLSP. As conditioned, the subject project is consistent with all requirements of the Mitigation Monitoring Program.

Consistency with Other Land Use Plans. The project site does not fall within the planning area of any other relevant specific plans, area plans, redevelopment plans, airport land use plans, or other such adopted land use plans of the City.

Zoning Ordinance Consistency

Lot Coverage - The maximum lot coverage is 50 percent.

Off Street Parking - Pursuant to Section 25-23-10A of the Zoning Ordinance, the applicable parking ratio is 2 parking spaces per unit. The proposed parking must conform to minimum standards. Lots with second units must comply with SLSP Design Standard 2.10e, which requires 2 additional parking spaces. **The proposed project as conditioned is consistent with the City's Zoning Ordinance.**

Subdivision Ordinance Consistency

The subject property is comprised of two parcels totaling 67.80 gross acres. The applicant proposes to develop the property into two (2) phases. The proposed R-4 lots range in size from 5,478 to 17,930 square feet with an average lot size of 7,646 square feet. Phase I is 29.19 acres with 109 single-family units, located along Banks Drive between County Road 102 and Russell Circle. Phase II is 24.29 acres with 103 single-family units, located just north of County Road 25A between County 102 and Mickle Avenue.

The R-4 lots have lot widths ranging from 55 to 145 feet with an average 68' lot width. This would meet the proposed new amendment minimum requirements of Spring Lake Design Standards Table 2.4, which requires a 55-foot minimum and 65-foot average. Lot widths are measured at a point midway between the front and rear property lines. Lot depths range from 87 to 183 feet with an average lot depth of 110 feet. The R-4 lots will range in area from 17,134 square feet to 5,478 square feet.

The proposed circulation pattern consists of Arterial level streets: County Roads 102 and 25A and a Collector Street: Mickle Avenue, which is a north/south collector. A local street, Bank Drive, which is an east/west street

and Promenade Drive, which is a north/south Street.

Local builder requirements, Section 21-15-1 of the City's Subdivision Ordinance, as well as Development Regulation 2.27 in the Spring Lake Plan, provide for the sale of lots to local building contractors. The intent of this regulation was to provide the opportunity for the local building community to participate in development in the City. The larger builders were perceived as having the advantage of being able to pick up large numbers of lots. The regulation provides for a process to allow the lots to be offered for a limited time (45-days) to local builders and have to be offered at a fair market price. **The project as conditioned is consistent with the City's Subdivision Ordinance.**

Infrastructure Master Plans: The approved SLSP Infrastructure Study Report satisfies the SLSP requirements for Water, Drainage, and Sewer Infrastructure Plans.

Appeals

Any interested party, including the City Council, any individual City Council member, or the City Manager, dissatisfied with the decision of the Planning Commission may appeal the decision to the City Council. No conflict of interest shall exist solely by reason of the filing of the appeal by the City Council, an individual City Council member, or the City Manager. Any appeal shall be filed with the City Clerk and, except an appeal by the City Council, a Council Member, or the City Manager, shall be accompanied by a filing fee as prescribed by City Council resolution. The clerk shall set a date for a public hearing and shall give written notice to the applicant of the time and date of the hearing.

Recommendation

Staff recommends approval of the project by making an affirmative motion as follows:

Motion #1: Move that the Planning Commission recommend approval of the Heritage Remainder Area project to the City Council based on the identified Findings of Fact and subject to the identified Conditions of Approval, by taking the following actions:

Planning Commission Action:

1. Adopt the attached Resolution No. _____, recommending to the City Council to approval the amendments the General Plan And Spring Lake Specific Plan land use designations (rezone), the Spring Lake Specific Plan Design Standards Table 2.4 (minimum lot width), and the Spring Lake Specific Plan Affordable Housing requirements (50-unit limit) in accordance with the proposed Heritage Remainder Area Specific Plan Amendments (**Attachment "G"**);

Recommended City Council Action:

2. Adopt the attached Resolution No._____, approving the CEQA EIR Addendum together with the previously Certified Turn of the Century EIR as the appropriate level of environmental review in

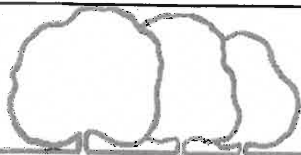
accordance with the California Environmental Quality Act; (**Attachment “H”**);

3. Adopt the attached Resolution No. _____, amending the City General Plan land use designations (rezone) in accordance with the proposed Turn the Century Heritage Spring Lake Specific Plan Amendments (**Attachment “I”**);
4. Adopt the attached Resolution No. _____, amending the Spring Lake Specific Plan land use designations (rezone), Spring Lake Specific Plan Design Standards Table 2.4 (Minimum Lot Width), and Spring Lake Affordable Housing Plan (50-unit limit) in accordance with the proposed Heritage Remainder Area Specific Plan Amendments (**Attachment “J”**);
5. Adopt the proposed "Findings" for approval of the Tentative Subdivision Map No. 5048 and “Conditions of Approval” to be incorporated in Development Agreement between the City of Woodland and the Developer(s) as presented in the Staff Report (**Attachment “K”**).
6. Adoption of Ordinance No. _____, authorizing the City Council execute the Project Development Agreement (**Attachment “L”**).

ATTACHMENTS:-

Attachment “A”	-	Heritage Remainder TSM # 5048 & Application
Attachment “B”	-	General Plan Amendment Exhibit
Attachment “C”	-	Specific Plan Rezone Exhibit
Attachment “D”	-	Specific Plan Design Standards Table 2.4 Amendment Exhibit
Attachment “E”	-	Spring Lake Affordable Housing Plan Amendment Exhibit
Attachment “F”	-	DUE Chart
Attachment “G”	-	Resolution Recommending Approval to the City Council
Attachment “H”	-	Resolution Approving the CEQA Addendum
Attachment “I”	-	Resolution Amending General Plan
Attachment “J”	-	Resolution Amending Spring Lake Specific Plan
Attachment “K”	-	Findings of Fact and Conditions of Approval
Attachment “L”	-	Ordinance for Development Agreement

ATTACHMENT A



City of Woodland

Community Development Department

300 First St, Woodland CA 95695
(530) 661-5820 Fax (530) 406-0832
www.cityofwoodland.org

General Application Form

1. Owner/Applicant

PROPERTY OWNER:

Turn of the Century, LLC

MAILING ADDRESS:

173 Court Street, Suite D

CITY STATE ZIP CODE:

Woodland, CA 95620

PHONE NUMBER:

530-668-4056

E-MAIL ADDRESS:

Melanie_Mathews@springlakedevelopment.org

PROJECT APPLICANT

Turn of the Century, LLC

MAILING ADDRESS:

same

CITY STATE ZIP CODE:

PHONE NUMBER:

E-MAIL ADDRESS:

2. Application Requested

- | | | |
|--|---|--|
| ☐ General Plan Petition | ☐ Zoning Amendment | ☒ General Plan Amendment |
| ☐ Tentative Subdivision Map | ☐ Tentative Parcel Map | ☐ Lot Line Adjustment |
| ☐ Site Plan Review | ☐ Design Review | ☐ Sign Design Review |
| ☐ Conditional Use Permit (CUP) | ☐ Zoning Administrator Permit | ☐ Variance |
| ☐ Public Convenience or Necessity | ☒ Other <u>Specific Plan Amdmnt</u> | |

Is this request part of another application? ☐ Yes ☒ No If so, what? _____

3. Project Description

Project Name:

TOC Remainder Area Rezone

Total Acres or Square Feet

60 +/- acres

Site address or location:

Miekle and Banks Dr

Assessor's Parcel Number:

042-030-042-000 & 042-030-029-000

Is Your Project Located in a Flood Zone?

☐ Yes ☒ No

Does this request include signage?

☐ Yes ☒ No

4. Justification for Request



On a separate sheet, explain in detail your request and why you believe your request is justified.

PLNG 13-66100

5. General Plan Amendment

Existing General Plan Designation	Gross Acres	Proposed General Plan Designation	Gross Acres
<u>MDR, VLDR & LDR</u>	<u>60.29</u>	<u>MDR & LDR</u>	<u>60.29</u>

6. Zoning Amendment

Existing Land Use Zone	Gross Acres	Proposed Land Use Zone	Gross Acres
<u>R-15, R-4 & R-3</u>	<u>60.29</u>	<u>R-15 & R-4</u>	<u>60.29</u>

7. Residential Development

No. of residential units are being requested? _____	No. of lots will be created by this project? _____
Single Family _____ Half-plex _____	Do you intend to market the units for <u>sale</u> ? ☐ YES ☐ No
Duplex _____ Apartments _____	
Condominiums _____ Other _____	Do you intend to market the units for <u>rent</u> ? ☐ YES ☐ No
Townhomes _____ Total Units _____	

8. Commercial/Industrial Development

Indicate the type of commercial/industrial development proposed:

Indicate the gross and leasable square footage for each type of development:

9. Authority to File Application

Check one:

☒ Property Ownership ☐ Power of Attorney*
☐ Contract to Purchase* ☐ Other

Specify _____

*Attach Evidence of Authority

I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and acknowledge that the processing of this application may require additional fees and expenses for the preparation of necessary environmental documentation and planning studies. I certify that I have reviewed the current Hazardous Waste and Substances Site List, developed pursuant to AB 3750, and found that my project is not on the list.

APPLICATION WILL NOT BE ACCEPTED WITHOUT
SIGNATURE OF LEGAL OWNER OR OFFICIAL AGENT

Melanie Matthews, 11/25/13
Applicant: Melanie Matthews, Turner & Yke Date

Legal Owner: _____ Date

Legal Owner: _____ Date

Date Recived Stamp Here

DEPARTMENT USE ONLY

Amount Paid: _____

Project No: _____

Amount Due: _____

Logged by: _____ Date: _____

GP / Zoning Designation: _____

Planner: _____ Date: _____

Statement of Justification—Revised Jan 4, 2014

Heritage Remainder Area Vesting Tentative Map # 4784 was approved in February 2006. This application is to request a Specific Plan Amendment and General Plan amendment in order to rezone portions of the remaining undeveloped property.

We are requesting these amendments in order to achieve the following:

The portion of the map previously zoned R-15 increases slightly from 8.22 acres to 9.14 acres, and the designated R-15 area is shifting immediately south. This allows for more cohesive development of the single family neighborhood, while retaining the connection between the R-15 density and the School and Park. The previous tentative map approval anticipated that 1.22 acres of land zoned R-15 would be downzoned to match the surrounding land uses. This amendment accomplishes this requirement. Last, this 1.22 acres is being combined with the remaining single family property, zoned R-3 and R-4, and rezoned to R-4 density. While the R-4 density still provides estate sized lots, increasing the density uses the land more efficiently. The overall feasibility of the neighborhood and the Specific Plan is enhanced. The R-4 density is more readily absorbed as well, which will help generate rooftops to support parks and schools for Spring Lake. A wide greenbelt is also created as part of the rezone, providing additional usable open space. The current tentative map included a short pedestrian trail and landscaped medians, which are attractive but not really usable. We have worked with City staff in preparing for this application, including presenting and revising land use plans. A proposed lotting layout to revise the Tentative Map is also being prepared. The goal is to complete this rezone in early 2014, with the Tentative Map and Civil Improvement package to immediately follow.

Additionally, the conditions of approval which accompanied this property will be amended as part of this project approval. The general areas for modification are as follows:

Affordable Housing:

The note on the Final Tentative Map dated December 7, 2005 regarding Affordable Housing states:

“Affordable Housing required is 10% of the R-3 and R-4 lots. 385 lots is 10% = 39 units (calculation includes R-3 and R-4 lots in Heritage Units 1 & 2 and Heritage Park Units 1A & 2. Heritage Unit 3 and Heritage Park Unit 1B provide 20 of the Required Affordable units. Heritage unit 5B on this Tentative map proves 10 affordable units for a total of 30 for the entire 162 acres.) The balance of the required Affordable Units (9) will be provided in the R-15 development. Affordable units are designated on this map with lot numbers beginning with the letter A. “

However, with those conditions of approval, the “Required Affordable Units in Heritage unit 5B were shifted to the R-15 site. Additionally, the property owner entered into an in-lieu fee agreement which generated 14 affordable units. Therefore, the revised note on the map, and the information which will be incorporated into the revised conditions of approval would be as follows:

“Affordable Housing required is 10% of the R-3 and R-4 lots. 436 lots is 10% = 44 units (calculation includes R-3 and R-4 lots in Heritage Units 1 & 2 and Heritage Park Units 1A & 2. Heritage Unit 3 and Heritage Park Unit 1B provide 20 of the Required Affordable units. An In Lieu Agreement between the City of Woodland and Russell Ranch Development dated December 2006 provides 14 additional units for a total of 34 units provided for the entire 162 acres.) The balance of the required Affordable Units (9) will be provided in the R-15 development.”

Additionally, when the Terracina Affordable Reciever site was designated and dedicated, all of the low and very low units were transferred from three other sites, including the R-15 site within this map. However, as a policy decision, the City continued to require that as far as for sale projects on multifamily zoning housing went, continuing to offer 10% of the units as part of the low income housing would continue to be part of the mix. As a condition of approval, we would like to clarify that the 10% requirement as a matter of policy be deemed satisfied by units transferred to the site from the R-4 areas.

Use of additional SLIF fees generated by the project:

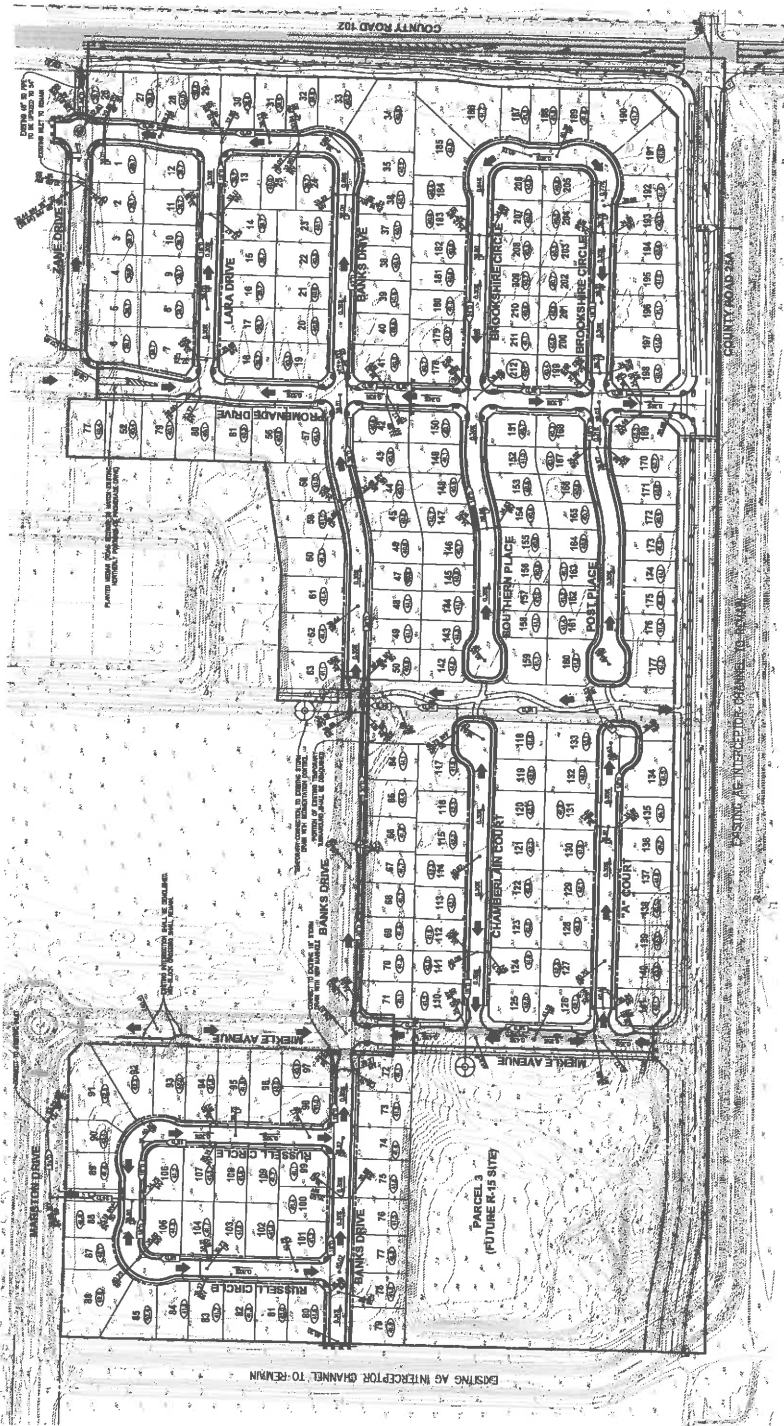
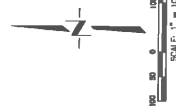
This rezone application would generate an additional 50 units. As part of this application, we request that the additional SLIF fee revenue created as a result of this rezone of the project site provide benefit to the Spring Lake Plan, and allocation of those units to cover any funding shortfall, be applied as follows: 1. Be available should any possible future rezone applications on the Heritage Remainder project site be presented. 2. Additional park fees be applied towards advancing the timing for the construction of the 8 acre neighborhood park which is part of the Heritage Remainder Area, 3. To fund SLIF eligible infrastructure and improvements not previously contemplated in the SLSP (example—greenbelt).

Phasing and included infrastructure:

The current tentative map is phased by unit, with each unit triggering specific infrastructure requirements, primarily as they relate to street connectivity. Since map approval, some of the required streets have been constructed. The new phasing plan will address streets not yet constructed, and will be reflected on the Tentative Map. Generally:

1. Road 102 and Road 25A (from Road 102 to Promenade) will be a separate set of civil improvements and will be submitted before or with the in tract improvements for the lots that abut those backbone streets.
2. Lots fronting Banks will trigger the extension of Banks to Promenade.
3. Lots adjacent to Meikle will not trigger Banks, Promenade, or the Road 25A/102 connection.
4. The development drains to Road 102 via in tract streets to the existing connection in Heritage Park Unit 2. Pursuant to the 2008 Drainage technical memorandum, the 54" pipes in Road 25A are no longer a needed part of the Drainage Master Plan. Cunningham Engineering will submit a Technical Memorandum summarizing this report as it relates to Spring Lake and this Tentative Map with the revised Tentative map.
5. The conditions will also be updated to reflect that the construction of Road 25A is no longer triggered by the construction of Unit 8. This segment of Road 25A is no longer being funded and constructed with the Spring Lake Specific Plan and is instead the responsibility of the MPRA. Refer to the CIP and 2010 Nexus Study as background for this information.

SPRING LAKE SPECIFIC PLAN
HERITAGE REMAINDER AREA
TENTATIVE SUBDIVISION MAP #5048
GRADING AND DRAINAGE PLAN



NOTES:

1. THIS PRELIMINARY GRADING AND DRAINAGE PLAN WAS PREPARED TO DEMONSTRATE PROPOSED GRADING AND DRAINAGE CONCEPTS AS REQUIRED FOR THE GRADING REVIEW PROCESS. ACTUAL FINAL DESIGN MAY VARY FROM THAT SHOWN HEREON AS THE DESIGN PROCESS PROGRESSES.

2. PIPE SIZES SHOWN ARE ESTIMATES ONLY. SIZES AND LOCATIONS MAY CHANGE DURING FINAL DESIGN.

1.	FLOW LINE
2.	GRACK BREAK
3.	HIGH POINT
4.	INVERT
5.	LOW POINT
6.	OVERLAND RELEASE

ABBREVIATIONS:

LEGEND

- | | |
|--|--|
| | ORIGINAL GRADE |
| | PAV GRAD |
| | LOT NUMBER |
| | STREET NAME AND DIRECTION |
| | FINISH GRADE ELEVATION |
| | EXISTING STORM DRAIN INLET |
| | PROPOSED STORM DRAIN MANHOLE |
| | PROPOSED STORM DRAIN INLET |
| | PROPOSED SEWER MAIN JUNCTION BOX |
| | PROPOSED SEWER BASIN INLET |
| | PROPOSED STORM DRAIN MANHOLE |
| | PROPOSED STORM DRAIN PIPE, SIZE AND FLOW DIRECTION |
| | PROPOSED STORM DRAIN PIPE, SIZE AND FLOW DIRECTION |
| | DIRECTION OF DRAINAGE |

AS SHOWN

SCALE

CREATED BY

MALE

REVIEWED BY

SPRING LAKE SPECIFIC PLAN
HERITAGE REMAINDER AREA
TENTATIVE SUBDIVISION MAP #5048
WATER AND SEWER PLAN

CALIFORNIA

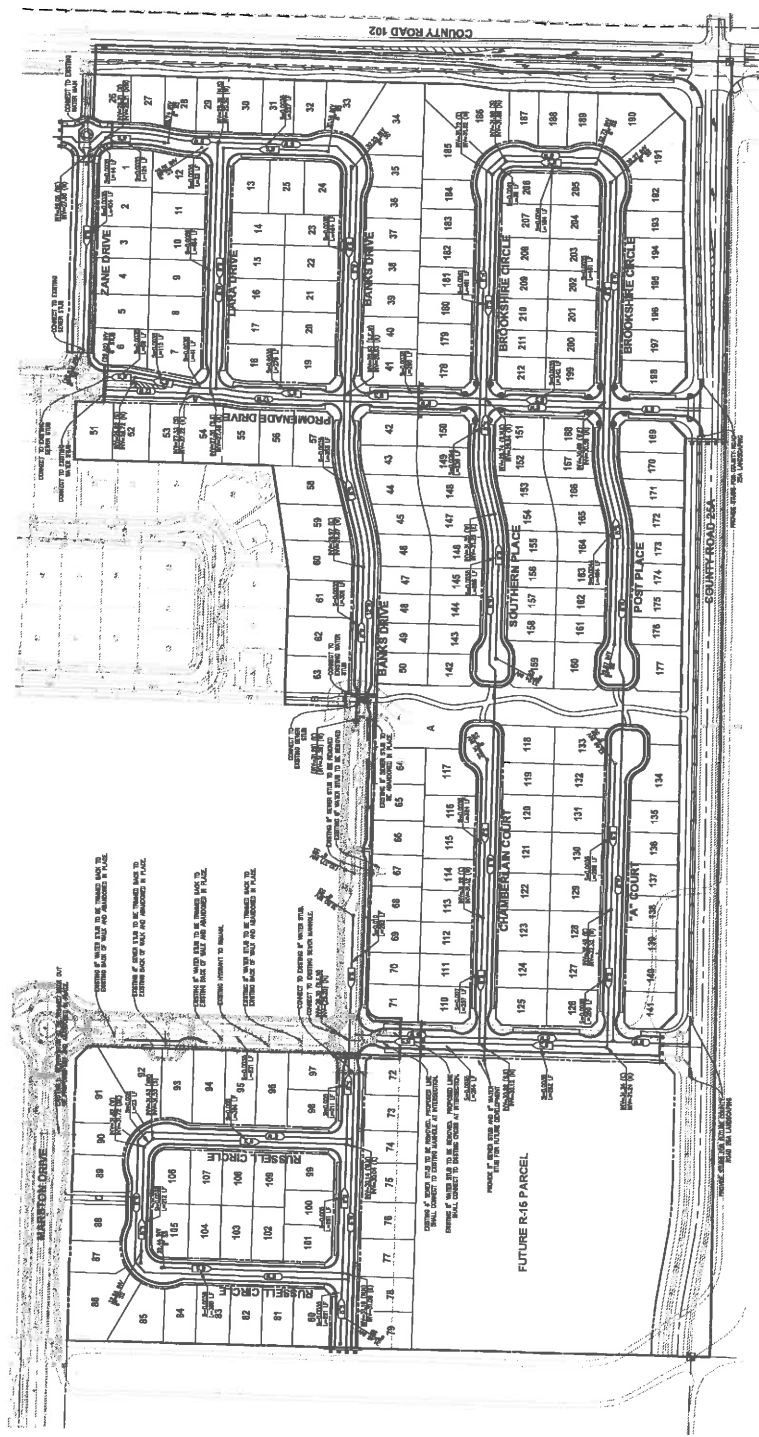


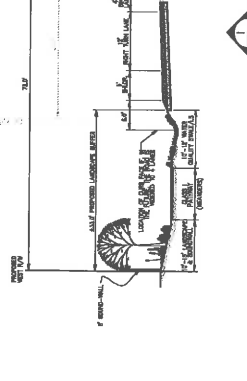
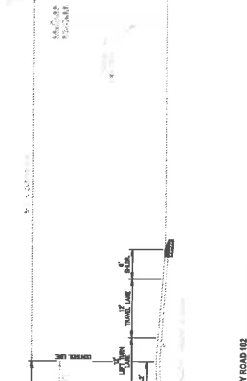
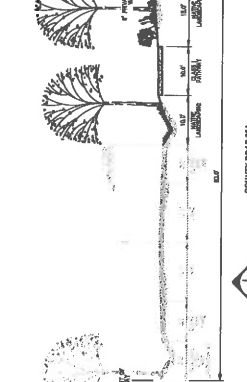
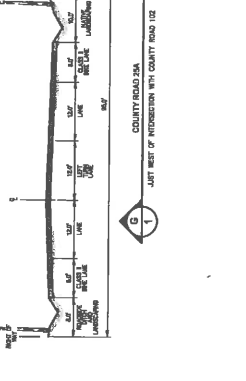
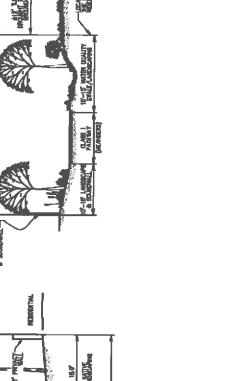
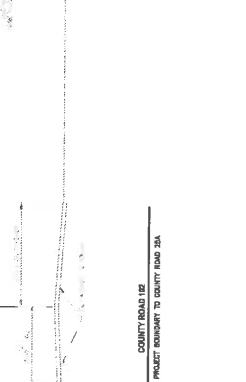
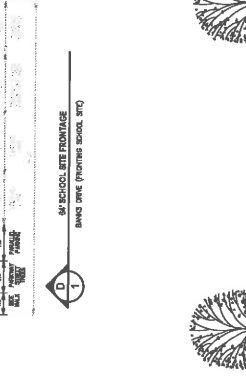
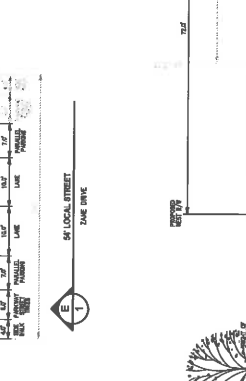
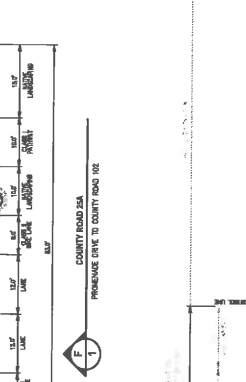
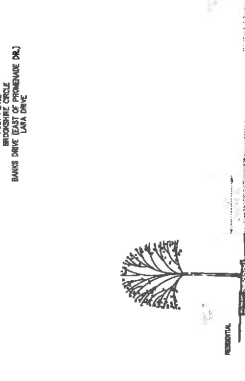
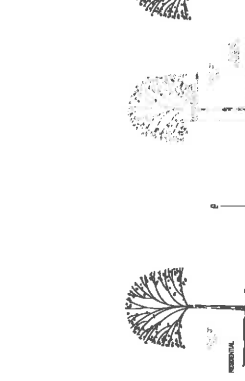
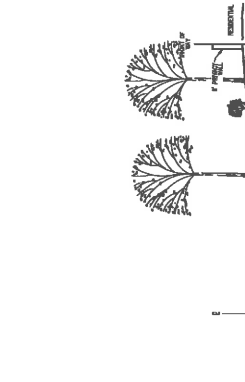
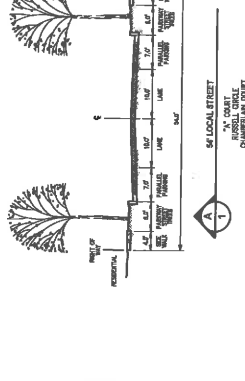
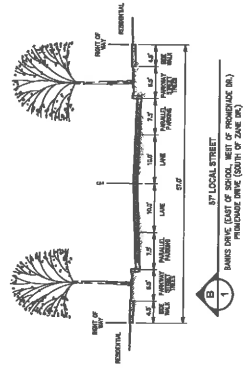
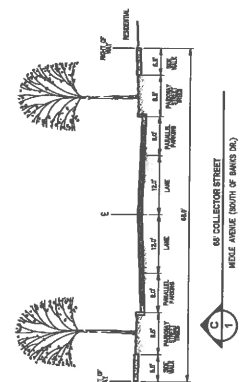
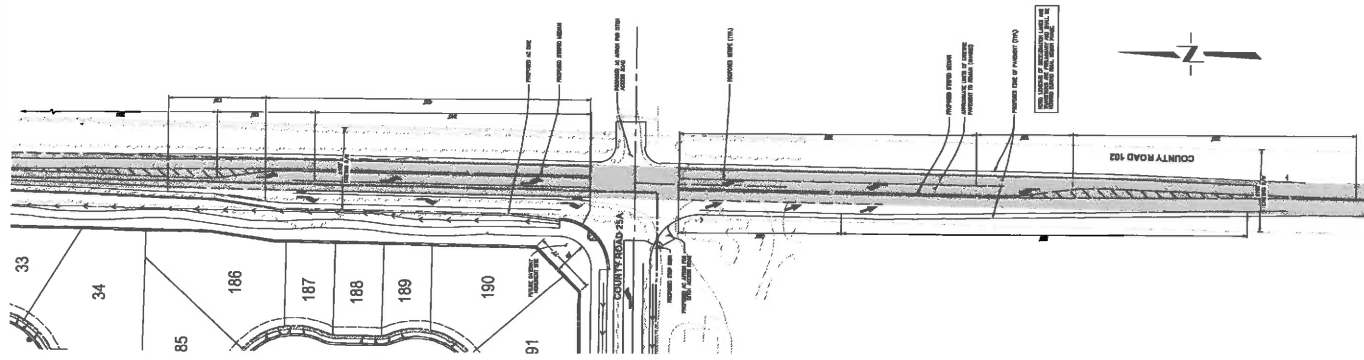
2129 JOE B. ROAD, SUITE 100
DUBLIN, CALIFORNIA 94568
TEL: (916) 835-1000
FAX: (916) 835-1001
WWW.DICKSONCORP.COM
DICKSON & ASSOCIATES, INC.
A PROFESSIONAL ENGINEERING FIRM

AS SHOWN
SCALE
DRAWN BY: JAL
CHECKED BY: JAL
DATE: 06/23/14

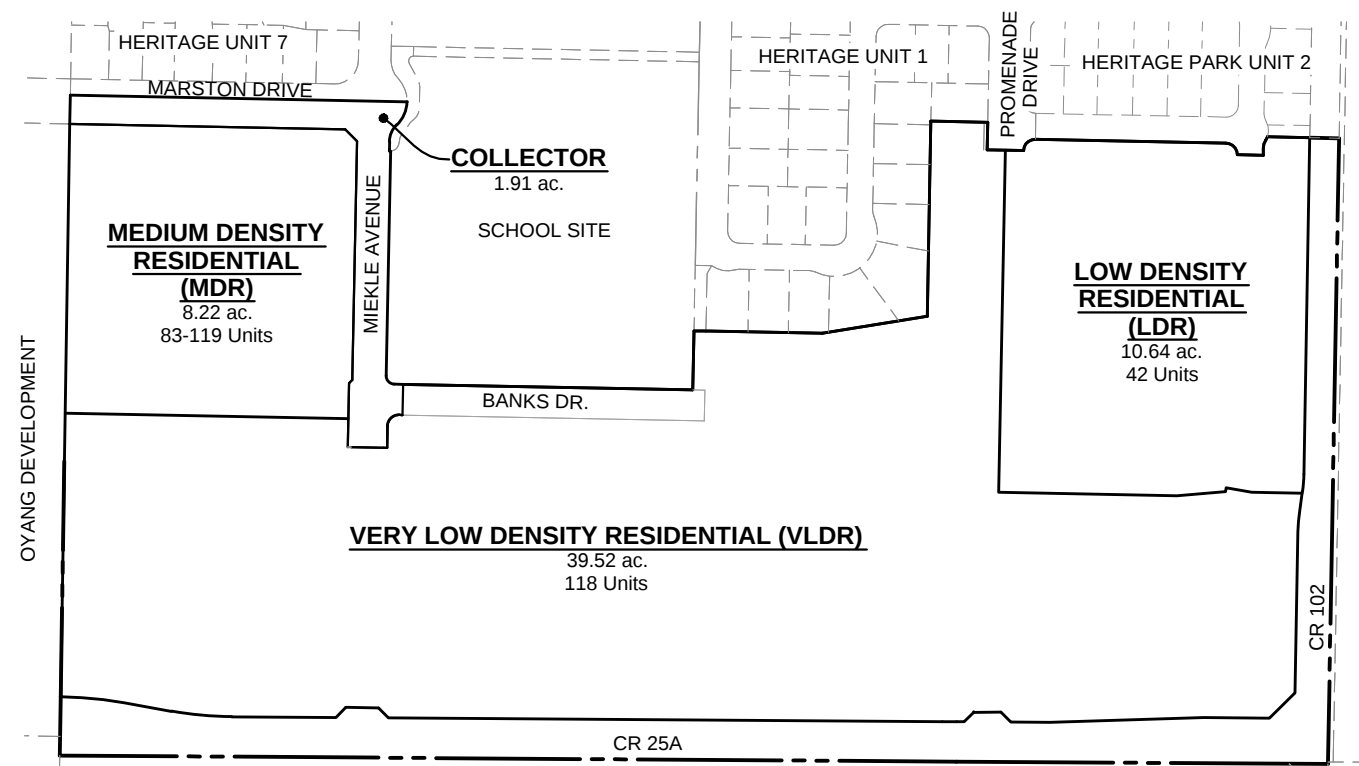
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100 50 0 50 100 200

- LEGEND**
- | LOT NUMBER | EXISTING WATER PIPE AND SIZE | PROPOSED WATER PIPE AND SIZE | EXISTING WASTE WASTE PIPE AND SIZE | PROPOSED WASTE WASTE PIPE AND SIZE | EXISTING SEWER PIPE, SIZE, AND DIRECTION OF FLOW | PROPOSED SEWER PIPE, SIZE, AND DIRECTION OF FLOW | EXISTING SEWER MANHOLE | PROPOSED SEWER MANHOLE | PROPOSED SEWER INLET ELEVATION | EXISTING SEWER INLET ELEVATION |
|------------|------------------------------|------------------------------|------------------------------------|------------------------------------|--|--|------------------------|------------------------|--------------------------------|--------------------------------|
| 204 | | | | | | | | | | |

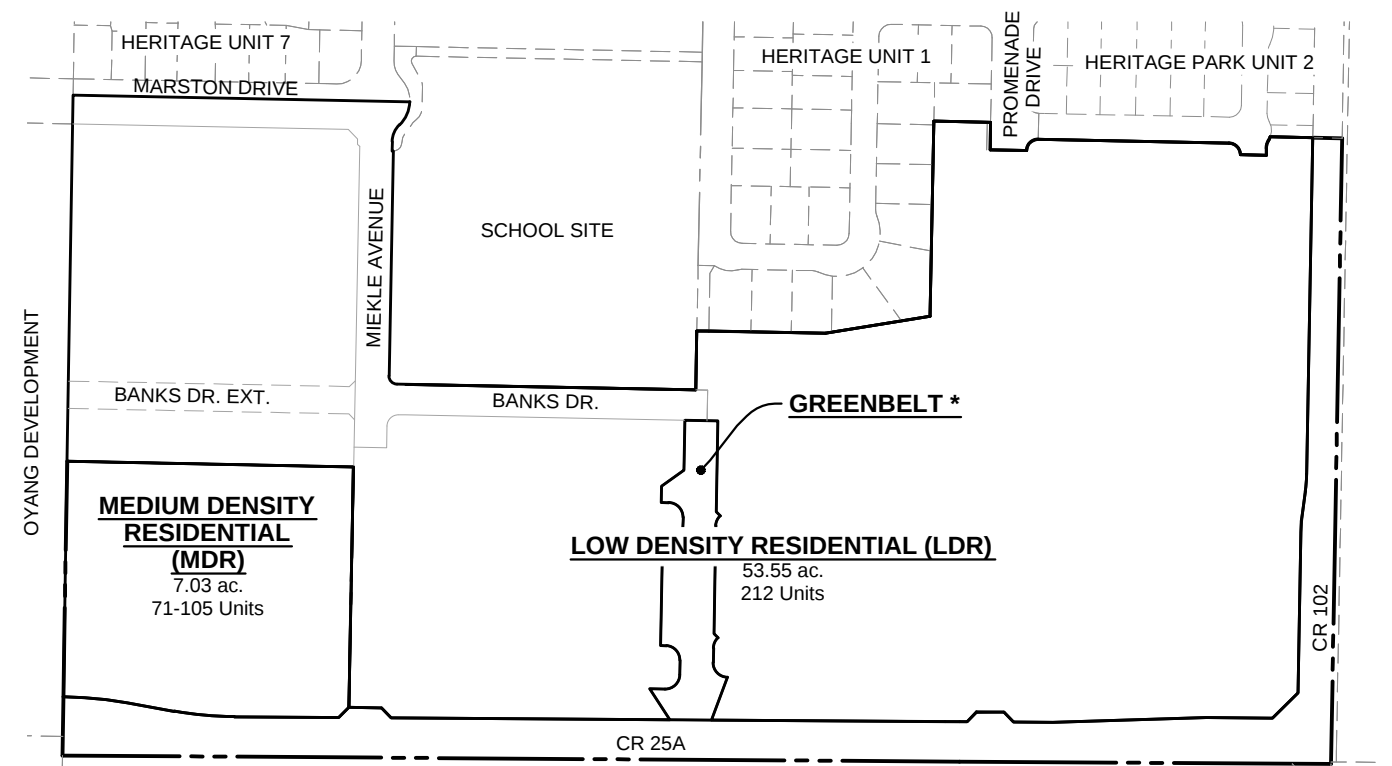




ATTACHMENT B

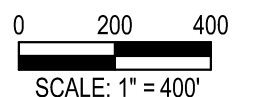


EXISTING GENERAL PLAN



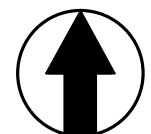
PROPOSED GENERAL PLAN

* GREENBELT ACREAGE (1.36± AC.) INCLUDED IN LDR



SPRING LAKE SPECIFIC PLAN GENERAL PLAN AMENDMENT HERITAGE REMAINDER

CALIFORNIA



SHEET	1
OF	1
DATE:	03/27/14
JOB NO:	477.90

DESIGNED BY: --
DRAWN BY: AB/LE
CHECKED BY: SG

SCALE
1" = 400'

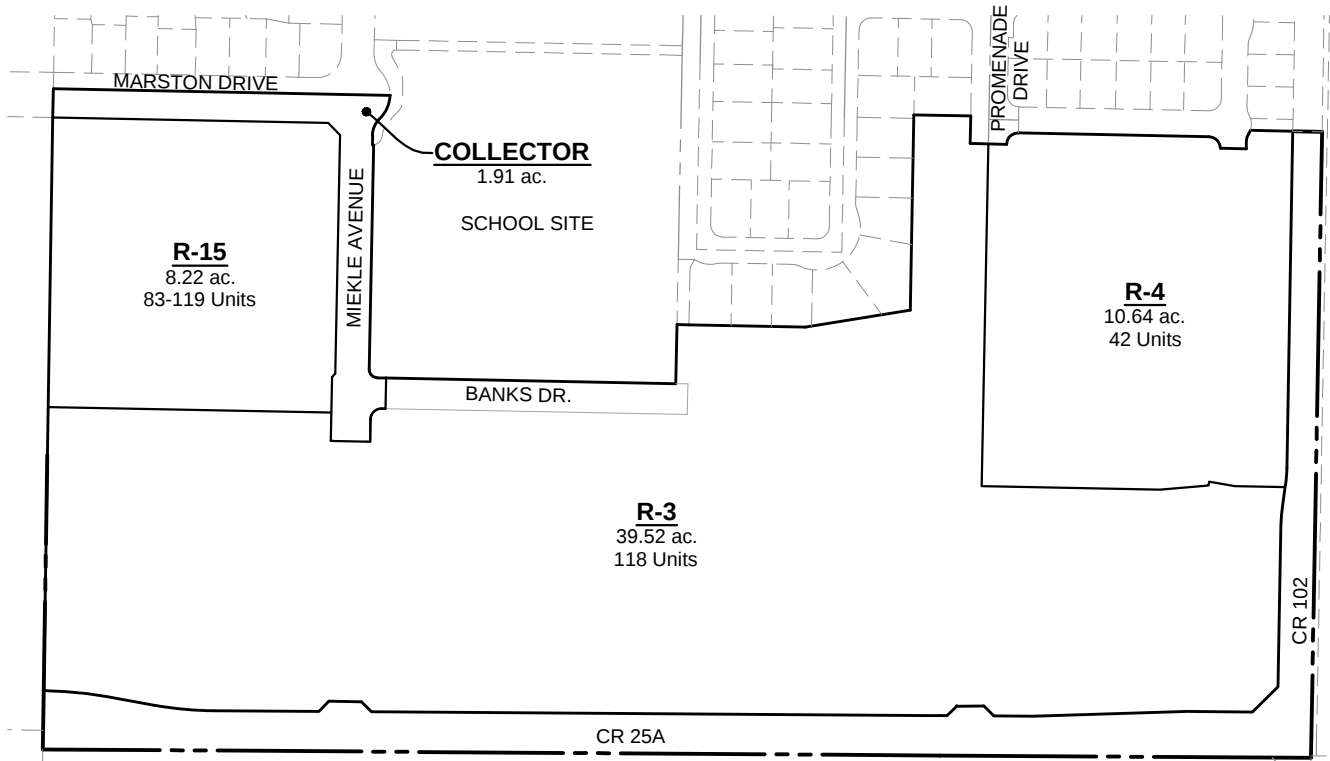


Project Planning ■ Civil Engineering ■ Landscape Architecture
Sacramento Office ■ Davis Office ■
2120 20th Street, Suite Three 2940 Spafford Street, Suite 200
Sacramento, CA 95818 Davis, CA 95618
(916) 455-2026 (530) 758-2026

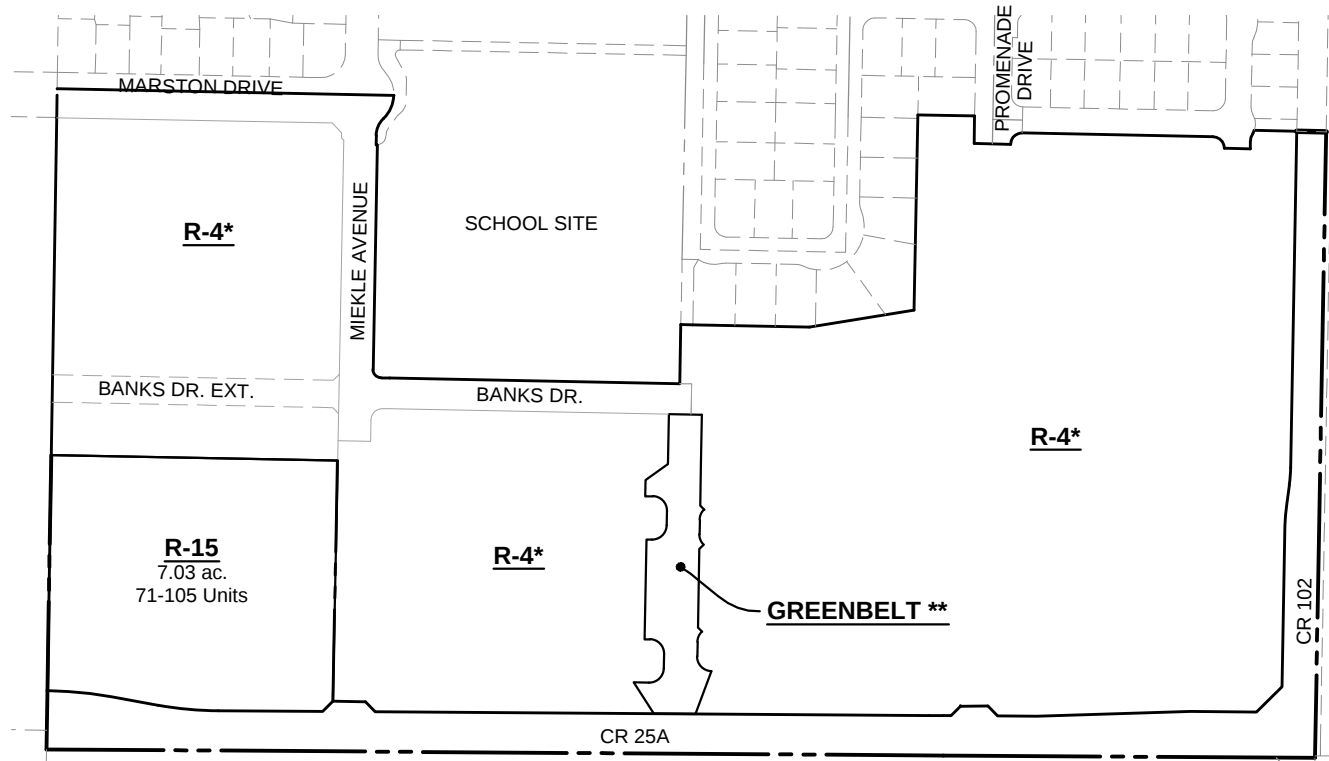
CECWEST.COM

CITY OF WOODLAND

ATTACHMENT C



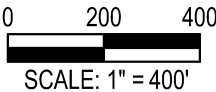
EXISTING SPECIFIC PLAN



PROPOSED SPECIFIC PLAN

* SEE TABLE BELOW FOR UNIT COUNT AND ACREAGE.
** GREENBELT ACREAGE (1.36± AC.) INCLUDED IN R-4.

EXISTING LAND USE					PROPOSED LAND USE			NET CHANGE	
LAND USE SUMMARY					AREA	TOTAL UNITS	DENSITY	AREA	TOTAL UNITS
R-3	SINGLE-FAMILY RESIDENTIAL (3 du/ac)	39.52 ac.	118	3.00 du/ac.	0	0		<39.52>	<118>
R-4	SINGLE FAMILY RESIDENTIAL (4 du/ac)	10.64 ac.	42	3.95 du/ac.	53.55 ac.	212	3.96 du/ac.	+42.91	+170
R-15	MULTI-FAMILY RESIDENTAIL (10-15 du/ac)	8.22 ac.	83-119	10-15 du/ac.	7.03 ac.	71-105	10-15 du/ac.	<1.19>	<12-14>
COLLECTOR	MARSTON DRIVE AND MIEKLE AVENUE	1.91 ac.	0		0	0		<1.91>	0
		60.29 ac.	243-279		60.58 ac.	283-317		+0.29	40-38



DESIGNED BY: --
DRAWN BY: AB/LE
CHECKED BY: SG

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Sacramento, CA 95818 Davis, CA 95618
(916) 455-2026 (530) 758-2026

SCALE
1" = 400'

CITY OF WOODLAND

SPRING LAKE SPECIFIC PLAN
SPECIFIC PLAN AMENDMENT
HERITAGE REMAINDER

CALIFORNIA



SHEET
1
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DATE: 03/27/14
JOB NO: 477.90

ATTACHMENT D

TABLE 2.4 SPRING LAKE SPECIFIC PLAN Area Requirements for Lots (units = feet)								
Specific Plan Land Use Category (Density)	Front Setback ¹⁰ Minimum from House/Garage	Front Setback Maximum from House	Side Setback ¹⁵ Interior ¹¹ /Street	Rear Yard ¹¹	Front Setback from Porch ¹⁴	Minimum Lot Width	Maximum Height	Block Length ^{9,12}
RESIDENTIAL -- DETACHED								
R-3 (1-3 du/ac)	20/22	None	5-10 ¹⁶ /15 ²²	25	15	70	35	±400 to 600 desirable; 980 maximum.
R-4 (>3-4 du/ac)	17/22	22	5/15	20	10	65-55 min ²⁷	35	±400 to 600 desirable; 910 maximum
R-5 (>4-5 du/ac)	15/22	22	5/10 ⁸	20 ¹⁷	9	50 min ¹⁹	35	±400 to 600 desirable; 840 maximum
R-8 (6-8 du/ac)	12/20	20	5/10 ⁸	15 ¹⁸	7	40 min ²⁰	35	±400 desirable; 600 maximum
R-15 (10-15 du/ac)	10/20	15	5/10	10	10	35	35 ²⁴	±400 desirable; 500 maximum
R-20 (16-20 du/ac) R-25 (23-25 du/ac)	6/6	10	3.5 ¹ /10	10	6	28	35 ²⁴	400 maximum
RESIDENTIAL -- ATTACHED ¹³								
R-8 ²	15/20	20	5 ³ /10	20	7	35	35	±400 desirable; 600 maximum
R-15	10/20	15 ⁷	5 ³ /10	20	10	35 ²¹	35 ²⁴	±400 desirable; 500 maximum
R-20 and R-25	10/20	25 ⁷	5 ³ /10	10 ²⁵	10	26 ²⁶	35 ²⁴	400 maximum
RESIDENTIAL – ADJACENT TO GREEN SPACES ²³								
Greenbelt Trails	-	-	10	-	-	-	-	-
Other Green Spaces	-	-	15	-	-	-	-	-
NON-RESIDENTIAL								
NC	0 ⁵	10	0 ⁴ /0 ⁶	0 ⁴	n/a	25	40	±400 desirable; 500 maximum.
P/QP	0 ⁵	10	0 ⁴ /0 ⁶	0 ⁴	n/a	25	40	-
RESIDENTIAL -- SECOND UNITS (DETACHED)								
Specific Plan Land Use Category	Minimum Separation from Primary Residence		Side Setback Interior/Street	Rear Yard With Alley or No Alley			Maximum Height	Block Length
Single Family (Detached) Lots	10		5/15	5			30	Not Applicable
ATTACHED/SEMI-ATTACHED GARAGES ²²								
Units with Attached or Semi-attached Alley Access Garage	Garage setback: minimum 3’ provided 24’ minimum back-out room, counting alley surface. Occupiable space above garage: same standards as principle structure.			Connector structure: Minimum 12’ deep Maximum one-story high Maximum 12’ wide				
Units with Semi-Attached Access Garage	Garage setback: 3’ rear and side yards			Connector structure: Minimum 12’ deep Maximum one-story high Maximum 12’ wide				
1 Allows alternating setbacks of 0 and 3.5 to create 3.5-foot separation between each unit. 2 Duplexes/half-plexes are the only allowed attached product in this designation. 3 Five (5) feet side interior setback for single story units; 7.5 feet for two story 4 Where adjacent to residential, a setback of 10 feet is required. 5 Where the sidewalk does not have a landscaping strip, a setback of 8 feet is required. 6 Same as interior side, with addition of site triangle (City Code 25.22.20). 7 Parking and/or drive area not allowed in this area. Landscaping, open space, plaza, etc, only 8 Interior side setback 0 feet for duplexes/half-plexes. 9 See Development Regulations. 10 Front and side-street setbacks are measured from back-of-walk. 11 Detached garages are considered "accessory structures" and allowed within three (3) feet of the interior side and rear property lines. 12 Does not apply to cul-de-sacs. Maximum length for cul-de-sacs in R-3, R-4, and R-5 is 650 feet. Maximum length for R-8 and above is 500 feet. Intensive land uses (e.g. schools, parks, multi-family) can not feed onto a cul-de-sac. 13 Area requirements assume project facades and street orientation of units to replicate single-family housing. "Garden style" apartment shall utilize area requirements in the City Zoning Ordinance. 14 Porches must be usable and must be in scale with the unit. 15 A side yard adjacent to a green space would be treated as a corner "street" lot, not an "interior" lot. 16 15-foot total between each R-3 unit. 17 30 percent of the units may go down to 15 feet. 18 50 percent of the units may go down to 12 feet. 19 Average of 55-foot width required. 20 Average of 45-foot width required. 21 27-feet for townhouses. 22 Per Specific Plan Amendment #3, Resolution No. 4583, Approved by City Council October 19, 2004. 23 Greenbelt Trail is minimum 40’, subdivision trail is minimum 25’ (yards adjacent to green spaces treated as corner lots, accept when located along a 40’ greenbelt trail) 24 Building heights can extend above 35' providing the interior ceiling height does not exceed 35' and the roof is designed in a manner acceptable to the Community Development Department. 25 Rear garage and 2nd story setback may be reduced to 3' provided a minimum 24' of backup area exist for automobiles. For three story units, either the 2nd or 3rd floor shall maintain a 10' setback. 26 Lot width may be reduced to 20' provided additional common area amenities and/or design features are incorporated into the project design, to the satisfaction of the City. 27. Average of 65-foot width required								

ATTACHMENT E

On Page 18 under In-Lieu Fees

For detached for-sale Residential Projects ~~of less than 50 units~~ where the City also determines that it is not feasible or suitable for the For-Sale Residential Project to have on-site Affordable Units, the City and Developer may agree to a contribution of in-lieu fees to satisfy the Developer's affordable housing obligation. Only the City may initiate this in-lieu fee option and only where it is demonstrated based on substantial evidence that there is no feasible alternative.

On page 67 under In-Lieu Fees.

For for-sale residential projects ~~of less than 50 units~~ where the City Council determines that it is not feasible or suitable for the for-sale residential project to have on-site affordable units, the City and developer may agree to a contribution of in-lieu fees to satisfy the developer's affordable housing obligation. Only the City may initiate this in-lieu fee option and only where it is demonstrated based on substantial evidence that there is no feasible alternative.

ATTACHMENT F

DWELLING UNIT EQUIVALENT (DUE) CHART

Unit and DUE Comparison							
Existing Specific Plan			Proposed Specific Plan Amendment				
Land Use	Existing Land Use		Land Use	Proposed Land Use/Acreage		Net Change	
	Units	Acres		Units	Acres	Units	Acres
R-3 Single Family Residential (3 du/ac)	118	39.52	R-3 Single Family Residential (3 du/ac)	0	0	-(118)	-(39.52)
R-4 Single Family Residential (4 du/ac)	42	10.64	R-4 Single-Family Residential (4 du/ac)	212	53.55	+170	42.91
R-15 Multi-Family Residential (15 du/ac)	119	8.22	R-15 Multi-Family Residential (15 du/ac)	105	7.03	-(14)	-(1.19)
Net Change for Units and DUEs							
Total Units	279		Total Units	317		+38	
Dwelling Unit Equivalent (DUE) 0.66*	238.5		Dwelling Unit Equivalent (DUE)	281.3		42.8	

- Multi-family has a Dwelling unit equivalent of 0.66 as compared to single family. This DUE is used for purposes of SLIF calculations.

ATTACHMENT G

RESOLUTION NO. PC 14-

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
WOODLAND RECOMMENDING TO THE CITY COUNCIL
APPROVAL OF A GENERAL PLAN AMENDMENT, SPRING LAKE
SPECIFIC PLAN AMENDMENTS, AND AMENDMENT TO THE
DEVELOPMENT AGREEMENT FOR THE HERITAGE REMAINDER
AREA PROJECT IN SPRING LAKE**

WHEREAS, the Woodland Planning Commission held a duly noticed public hearing on June 5, 2014, to review and consider recommending to the City Council approval of the proposed Heritage Remainder Area Project in Spring Lake; and

WHEREAS, the Planning Commission reviewed and considered a proposal to amend the City's General Plan, consisting of the re-designation of the land use category in the General Plan for properties identified as the Turn of the Century Heritage Remainder Area Project as described in more detail in Exhibit "1;" and

WHEREAS, the Planning Commission reviewed and considered a proposal to amend the Spring Lake Specific Plan, consisting of the re-designation of the land use category in the Spring Lake Specific Plan for properties identified as the Turn of the Century Heritage Remainder Area Project as described in more detail in Exhibit "2", and modifying the Lot Width Standards for R-4 Lots in Table 2.4 of the Spring Lake Specific Plan Design Standards as described in more detail in Exhibit "3", and and modifying the Spring Lake Specific Plan Affordable Housing Plan as described in more detail in Exhibit "4"

WHEREAS, the Planning Commission considered the proposed EIR Addendum # 10 and Spring Lake Specific Plan Amendment #8 for the purposes of amending the Spring Lake Specific Plan based on a request by Turn of the Century, LLC to modify land use designations and Table 2.4 of the Spring Lake Design Standards as described in more detail in Exhibit "4;" and

WHEREAS, the Planning Commission has determined that the proposed amendments to the Spring Lake Specific Plan are in general conformance with the Woodland General Plan; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby recommend that the City Council approve of the Heritage Remainder Area Project.

PASSED AND ADOPTED by the Planning Commission of the City of Woodland at a regular meeting on the 5th day of June 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Seth Wurzel, Chairperson

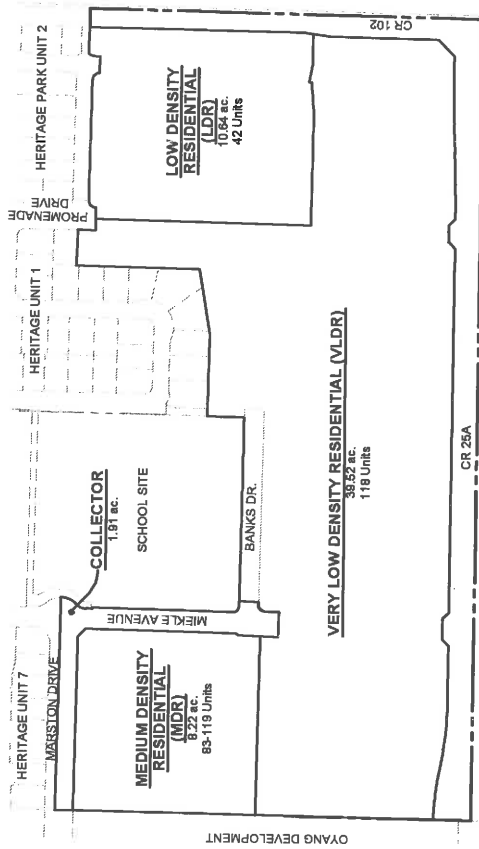
ATTEST:

Cindy Norris, Planning Commission Secretary

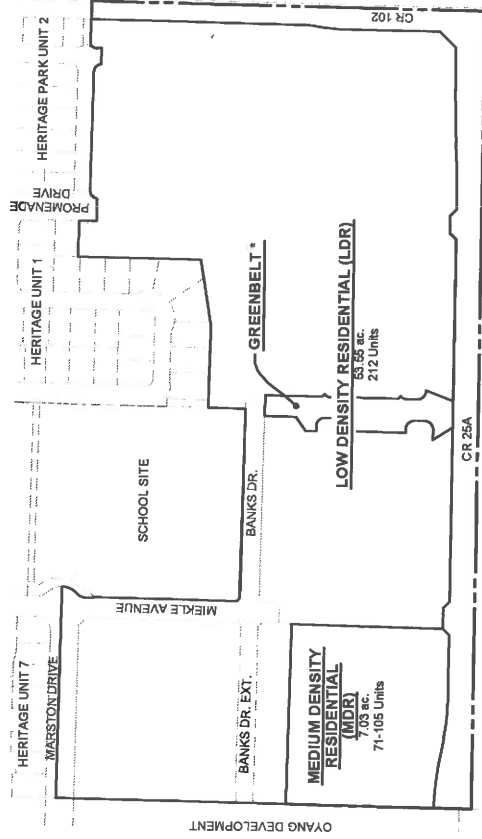
APPROVED AS TO FORM:

Kara K. Ueda, City Attorney

EXHIBIT 1



EXISTING GENERAL PLAN



PROPOSED GENERAL PLAN

* GREENBELT ACREAGE (1.36± AC.) INCLUDED IN LDR

DESIGNED BY: **ABILE**
 CHECKED BY: **SG**
 SCALE: **1" = 400'**



Project Planning & Civil Engineering & Landscape Architecture
 Sacramento Office • 2940 Spindrift Street, Suite 200
 Sacramento, CA 95826
 (916) 455-2228

CEWES 2004

CITY OF WOODLAND
 HERITAGE REMAINDER

SPRING LAKE SPECIFIC PLAN GENERAL PLAN AMENDMENT HERITAGE REMAINDER

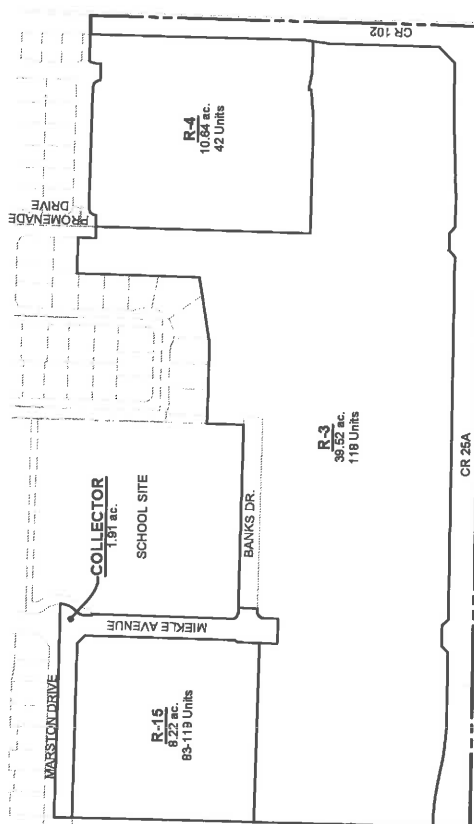
CALIFORNIA



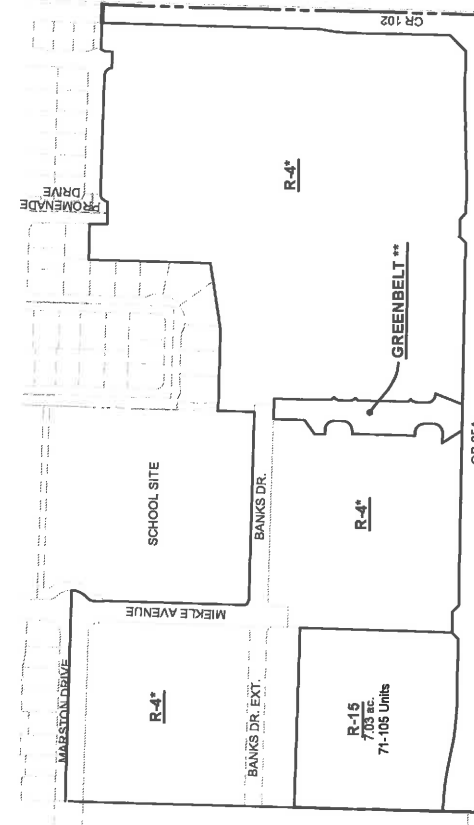
SHEET **1** OF **1**
 DATE: 03/27/14
 JOB NO: 477.90

SCALE: 1" = 400'
 0 200 400

EXHIBIT 2



EXISTING SPECIFIC PLAN



PROPOSED SPECIFIC PLAN

* SEE TABLE BELOW FOR UNIT COUNT AND ACREAGE.
 ** GREENBELT ACREAGE (1.36± AC.) INCLUDED IN R-4.

EXISTING LAND USE				PROPOSED LAND USE				NET CHANGE	
LAND USE SUMMARY									
	AREA	DENSITY	TOTAL UNITS		AREA	DENSITY	TOTAL UNITS	AREA	TOTAL UNITS
R-3	38.52 ac.	3.00 du/ac.	118		0		0	<38.52>	<118>
R-4	10.64 ac.	3.95 du/ac.	42		53.55 ac.	3.96 du/ac.	212	+42.91	+170
R-15	8.22 ac.	10-15 du/ac.	83-119		7.03 ac.	10-15 du/ac.	71-105	<1.19>	<12-14>
COLLECTOR	1.91 ac.		0		0		0	<1.91>	0
	60.29 ac.		243-279		60.58 ac.		283-317	+0.29	+40-38

**SPRING LAKE SPECIFIC PLAN
 SPECIFIC PLAN AMENDMENT
 HERITAGE REMAINDER**

CITY OF WOODLAND
 2107 20th Street, Suite 200
 Woodland, CA 95694
 (916) 664-0208
 FAX (916) 664-0208



DESIGNED BY: **TABLE**
 DRAWN BY: **SG**
 CHECKED BY: **SG**
 SCALE: **1" = 400'**



SHEET
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 OF
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 DATE: 03/27/14
 JOB NO: 477.90

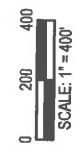


EXHIBIT 3

TABLE 2.4
SPRING LAKE SPECIFIC PLAN
Area Requirements for Lots (units = feet)

Specific Plan Land Use Category (Density)	Front Setback ¹⁰ Minimum from House/Garage	Front Setback Maximum from House	Side Setback ¹⁵ Interior ¹¹ /Street	Rear Yard ¹¹	Front Setback from Porch ¹⁴	Minimum Lot Width	Maximum Height	Block Length ^{9,12}
RESIDENTIAL – DETACHED								
R-3 (1-3 du/ac)	20/22	None	5-10 ¹⁶ /15 ²²	25	15	70	35	±400 to 600 desirable; 980 maximum.
R-4 (>3-4 du/ac)	17/22	22	5/15	20	10	65-55 min²⁷	35	±400 to 600 desirable; 910 maximum
R-5 (>4-5 du/ac)	15/22	22	5/10 ⁸	20 ¹⁷	9	50 min ¹⁹	35	±400 to 600 desirable; 840 maximum
R-8 (6-8 du/ac)	12/20	20	5/10 ⁸	15 ¹⁸	7	40 min ²⁰	35	±400 desirable; 600 maximum
R-15 (10-15 du/ac)	10/20	15	5/10	10	10	35	35 ²⁴	±400 desirable; 500 maximum
R-20 (16-20 du/ac) R-25 (23-25 du/ac)	6/6	10	3.5 ¹ /10	10	6	28	35 ²⁴	400 maximum

RESIDENTIAL – ATTACHED¹³								
R-8 ²	15/20	20	5 ³ /10	20	7	35	35	±400 desirable; 600 maximum
R-15	10/20	15 ⁷	5 ³ /10	20	10	35 ²¹	35 ²⁴	±400 desirable; 500 maximum
R-20 and R-25	10/20	25 ⁷	5 ³ /10	10 ²⁵	10	26 ²⁶	35 ²⁴	400 maximum

RESIDENTIAL – ADJACENT TO GREEN SPACES²³								
Greenbelt Trails	-	-	10	-	-	-	-	-
Other Green Spaces	-	-	15	-	-	-	-	-

NON-RESIDENTIAL								
NC	0 ⁵	10	0 ⁴ /0 ⁶	0 ⁴	n/a	25	40	±400 desirable; 500 maximum.
P/QP	0 ⁵	10	0 ⁴ /0 ⁶	0 ⁴	n/a	25	40	-

RESIDENTIAL – SECOND UNITS (DETACHED)								
Specific Plan Land Use Category	Minimum Separation from Primary Residence		Side Setback Interior/Street	Rear Yard With Alley or No Alley		Maximum Height	Block Length	
Single Family (Detached) Lots	10		5/15	5		30	Not Applicable	

ATTACHED/SEMI-ATTACHED GARAGES²²								
Units with Attached or Semi-attached Alley Access Garage	Garage setback: minimum 3' provided 24' minimum back-out room, counting alley surface. Occupiable space above garage: same standards as principle structure.			Connector structure: Minimum 12' deep Maximum one-story high Maximum 12' wide				
Units with Semi-Attached Access Garage	Garage setback: 3' rear and side yards			Connector structure: Minimum 12' deep Maximum one-story high Maximum 12' wide				

- 1 Allows alternating setbacks of 0 and 3.5 to create 3.5-foot separation between each unit.
- 2 Duplexes/half-plexes are the only allowed attached product in this designation.
- 3 Five (5) feet side interior setback for single story units; 7.5 feet for two story
- 4 Where adjacent to residential, a setback of 10 feet is required.
- 5 Where the sidewalk does not have a landscaping strip, a setback of 8 feet is required.
- 6 Same as interior side, with addition of site triangle (City Code 25.22.20).
- 7 Parking and/or drive area not allowed in this area. Landscaping, open space, plaza, etc, only
- 8 Interior side setback 0 feet for duplexes/half-plexes.
- 9 See Development Regulations.
- 10 Front and side-street setbacks are measured from back-of-walk.
- 11 Detached garages are considered "accessory structures" and allowed within three (3) feet of the interior side and rear property lines.
- 12 Does not apply to cul-de-sacs. Maximum length for cul-de-sacs in R-3, R-4, and R-5 is 650 feet. Maximum length for R-8 and above is 500 feet. Intensive land uses (e.g. schools, parks, multi-family) can not feed onto a cul-de-sac.
- 13 Area requirements assume project facades and street orientation of units to replicate single-family housing. "Garden style" apartment shall utilize area requirements in the City Zoning Ordinance.
- 14 Porches must be usable and must be in scale with the unit.
- 15 A side yard adjacent to a green space would be treated as a corner "street" lot, not an "interior" lot.
- 16 15-foot total between each R-3 unit.
- 17 30 percent of the units may go down to 15 feet.
- 18 50 percent of the units may go down to 12 feet.
- 19 Average of 55-foot width required.
- 20 Average of 45-foot width required.
- 21 27-feet for townhouses.
- 22 Per Specific Plan Amendment #3, Resolution No. 4583, Approved by City Council October 19, 2004.
- 23 Greenbelt Trail is minimum 40', subdivision trail is minimum 25' (yards adjacent to green spaces treated as corner lots, accept when located along a 40' greenbelt trail)
- 24 Building heights can extend above 35' providing the interior ceiling height does not exceed 35' and the roof is designed in a manner acceptable to the Community Development Department.
- 25 Rear garage and 2nd story setback may be reduced to 3' provided a minimum 24' of backup area exist for automobiles. For three story units, either the 2nd or 3rd floor shall maintain a 10' setback.
- 26 Lot width may be reduced to 20' provided additional common area amenities and/or design features are incorporated into the project design, to the satisfaction of the City.
27. Average of 65-foot width required

Revised: June 5, 2014

EXHIBIT 4

On Page 18 under In-Lieu Fees

For detached for-sale Residential Projects ~~of less than 50 units~~ where the City also determines that it is not feasible or suitable for the For-Sale Residential Project to have on-site Affordable Units, the City and Developer may agree to a contribution of in-lieu fees to satisfy the Developer's affordable housing obligation. Only the City may initiate this in-lieu fee option and only where it is demonstrated based on substantial evidence that there is no feasible alternative.

On page 67 under In-Lieu Fees.

For for-sale residential projects ~~of less than 50 units~~ where the City Council determines that it is not feasible or suitable for the for-sale residential project to have on-site affordable units, the City and developer may agree to a contribution of in-lieu fees to satisfy the developer's affordable housing obligation. Only the City may initiate this in-lieu fee option and only where it is demonstrated based on substantial evidence that there is no feasible alternative.

ATTACHMENT H

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND ADOPTING CEQA EIR ADDENDUM #10 TO THE TURN
OF THE CENTURY EIR**

WHEREAS, on August 12, 2000, the City Council adopted Resolution No. 4215 Certifying the Environmental Impact Report (EIR)(SCH#99022069) for the Spring Lake Specific Plan (SLSP); and

WHEREAS, on December 18, 2001, the City Council adopted Resolution No. 4330 adopting EIR Addendum #1 to the Certified EIR and approving the Spring Lake Specific Plan; and

WHEREAS, on November 19, 2002, the City Council adopted Resolution No. 4399 adopting EIR Addendum #2 to the Certified EIR and approving Amendment #1 to the Spring Lake Specific Plan; and

WHEREAS, on December 17, 2002, the City Council adopted Resolution No. 4406 adopting EIR Addendum #3 to the Certified EIR and approving Amendment #2 to the Spring Lake Specific Plan; and

WHEREAS, on April 15, 2003, the City Council adopted EIR Addendum #4 for the proposed Williamson Act Rescission Agreement for the Russell Property; and

WHEREAS, on August 19, 2003, the City Council adopted Resolution No. 4467 adopting the Final Supplemental EIR to the Certified EIR and approving the Spring Lake Specific Plan Off-Site Infrastructure Facilities; and

WHEREAS, on May 4, 2004, the City Council adopted Resolution No. 4537 adopting EIR Addendum #1 to the Supplement to the Turn of the Century Specific Plan EIR to address offsite infrastructure facilities; and

WHEREAS, on October 19, 2004, the City Council held a noticed public hearing to consider the proposed EIR Addendum #5 and Spring Lake Specific Plan Amendment #3; and

WHEREAS, on February 27, 2007, the City Council held a noticed public hearing to consider the proposed EIR Addendum #6 and Spring Lake Specific Plan Amendment #4, for the purposes of amending the plan based on a request by Reynen and Bardis for the Spring Lake Central project; and

WHEREAS, on November 16, 2010, the City Council held a noticed public hearing to consider the proposed EIR Addendum #7 and Spring Lake Specific Plan Amendment # 5 for the purposes of amending the plan based on a request by Gibson Ogden Investors, LLC to remove a bike overcrossing on Gibson Road and a bike path east of the High School; and

WHEREAS, on December 14, 2010, the City Council held a noticed public hearing to consider the proposed EIR Addendum # 8 and Spring Lake Specific Plan Amendment #6 for the purposes of amending the plan based on a request by Cal West Investors, LLC to modify land use designations and rezone a school site; and

WHEREAS, on March 5, 2013, the City Council held a noticed public hearing to consider the proposed EIR Addendum # 9 and Spring Lake Specific Plan Amendment #7 for the purposes of amending the plan based on a request by ALC IV Woodland Spring Lake, LLC to modify land use designations and rezone a school site.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City Council of the City of Woodland hereby takes the following actions:

1. Affirms that EIR Addendum #10 is hereby included (Exhibit "1") in or attached to the Certified EIR as required by Section 15164 of the State CEQA Guidelines.
2. Affirms that EIR Addendum #10 has been considered with the Certified EIR as required by Section 15164 of the State CEQA Guidelines.
3. Affirms the Findings of Fact previously made in Resolution 4215 (August 15, 2000) and Resolution 4330 (December 19, 2001).
4. Adopts EIR Addendum #10 dated June 5, 2014, as attached

PASSED AND ADOPTED by the City Council on _____, 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marlin "Skip" Davies, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Dated:_____

Exhibit "1" - CEQA EIR Addendum

EXHIBIT 1

CEQA Addendum

To The Turn Of The Century Specific Plan Environmental Impact Report For The Heritage Remainder Area Project

Certified August 15, 2000
(SCH# 99022069)

THE CITY OF WOODLAND

JUNE 5, 2014

PREPARED BY

Paul L Hanson, AICP, Senior Planner.

City Of Woodland

Community Development Department

1	Addendum to the Turn of the Century Specific Plan Environmental Impact Report for the Heritage Remainder Area Project
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CEQA Requirements

This document has been prepared as an Addendum to the SLSP, Turn of the Century EIR (SCH# 99022039) in accordance with the CEQA Guidelines, Section 15164. CEQA Guidelines Section 15164(a) states “The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.” Pursuant to Section 15164(e) a brief explanation is provided herein documenting the City’s decision that preparation of a subsequent EIR is not required.

The CEQA Guidelines Sections 15164(c) and (d) state that an addendum need not be circulated for public review, but can be included or attached to the Final EIR or adopted negative declaration and the decision-making body shall consider the addendum with the Final EIR or adopted negative declaration prior to making a decision on the project.

Section 15164 was drafted in response to Public Resources Code Section 21166, which provides that no subsequent or supplemental EIR shall be required unless “substantial changes” in the project or the circumstances under which the project is being undertaken will necessitate, “major revisions” of the EIR, or “new information” which was not known and could have not been known at the time the EIR was certified, becomes available.

The requirements of the CEQA Guidelines are described in more detail in the matrix below. Under the subject Heritage Remainder Area Specific Plan Amendment, use of an Addendum is not only justified, but required by Public Resources Code Section 21166.

This addendum demonstrates that the circumstances, impacts, and mitigation measures identified in the SLSP, Turn of the Century EIR remain substantively unchanged by the project described herein and supports the finding that the proposed modification does not raise any new environmental issues and does not cause the level of impacts identified in the previous EIR to be exceeded.

Background

The City of Woodland is seeking to appropriately document the changes that have been proposed with the Turn of the Century, LLC Specific Plan Amendment for the **Heritage Remainder Area Project** as it relates to the Turn of the Century Specific Plan Environmental Impact Report.¹

¹ The Turn of the Century Specific Plan was subsequently renamed the “Spring Lake Specific Plan.” Both terms are used in this Addendum. The terms “Turn of the Century EIR,” “Spring Lake Specific Plan EIR,” and “Spring Lake EIR” are also used interchangeably.

The Spring Lake Specific Plan (SLSP) Turn of the Century EIR evaluated 1,097 acres of development located primarily south of Gibson Road, west of CR 102 and east of SR 113. Build out of the SLSP will be comprised of approximately 4,149 dwelling units on 665 acres, 11 acres of neighborhood commercial uses, over 260 acres of public and quasi-public land uses, 34 acres of parkland, and over 100 acres of major streets and roads.

The Spring Lake Specific Plan sets forth specific goals, policies, and objectives for achieving, to the best extent possible, a balance between the market demand for residential growth and the need for corresponding commercial development, and the ability of the City of Woodland to absorb residential and commercial development.

Project Description

The **Heritage Remainder Area** General Plan and Specific Plan Amendment(s) proposes amendments to the land uses identified in the SLSP. The following amendments are proposed:

1. The project proposal is to amend the General Plan designation for the 67.80 acre portion of the Spring Lake Heritage Remainder Area. The amendment proposes to modify the 39.52 acres of Very Low Density Residential (VLDR) R-3 (3 du/ac) to Low Density Residential (LDR) R-4 (4 du/ac). The proposal also shifts the existing R-15 (Medium Density Residential) site to the immediate south of its current location and reduces the R-15 acreage from 8.22 to 7.03 acres.
2. The project proposes to amend the Spring Lake Development Standards in Table 2.4 in the Spring Lake Design Standards. The proposal reduces the minimum lot width for the R-4 zoning within the Spring Lake Specific Plan from a minimum lot width of 65 feet to 55 feet, with an average lot width requirement of 65 feet.
3. The project proposes to amend the Spring Lake Affordable Housing Plan by removing **the 50-units restriction** in the In-Lieu Payment Option. The affordable housing requirement is 10% of the total single-family detached units within each development.
4. The project proposes to revise the previously approved tentative subdivision map. The revised tentative map and rezone will increase the number of single-family lots from 118 R-3 and 42 R-4 lots to 212 R-4 lots, adding a total of 52 additional single-family lots. The revised map also moves the R-15 site to the south, directly adjacent to County Road 25A, and reduces the acreage of the R-15 site from 8.22 to 7.03 acres.

A comparison based on existing and proposed land use designations for units and dwelling unit equivalents (DUE) are shown in Table 1. This is based on the approximate density proposed by the applicant (4.00 du/ac).

Unit and DUE Comparison							
Existing Specific Plan			Proposed Specific Plan Amendment				
Land Use	Existing Land Use		Land Use	Proposed Land Use/Acreage		Net Change	
	Units	Acres		Units	Acres	Units	Acres
R-3 Single Family Residential (3 du/ac)	118	39.52	R-3 Single Family Residential (3 du/ac)	0	0	-(118)	-(39.52)
R-4 Single Family Residential (4 du/ac)	42	10.64	R-4 Single-Family Residential (4 du/ac)	212	53.55	+ 170	42.91
R-15 Multi-Family Residential (15 du/ac)	119	8.22	R-15 Multi-Family Residential (15 du/ac)	105	7.03	-(14)	-(1.19)
Net Change for Units and DUEs							
Total Units	279		Total Units	317		+37	
Dwelling Unit Equivalent (DUE) 0.66*	238.5		Dwelling Unit Equivalent (DUE)	281.3		41.8	

- Multi-family has a dwelling unit equivalent of 0.66 as compared to single family. This DUE is used for purposes of SLIF calculations.

While the proposed rezone reduces the number of acres and units for the R-15 site, the proposal still exceeds the original Spring Lake Specific Plan's expectation of 6.7 acres and 101 units for the R-15 site. The proposed rezone (at an estimated 4.00 du/ac for the proposed project) results in a net increase in the total number of units (+38). For purposes of calculating Spring Lake Infrastructure Fees (SLIF) (which is based on DUE), the project results in a net increase of 41.8 DUE.

Staff believes that the proposed site rezoning and development at the R-4 density will provide for an attractive development that will provide additional housing options and will be compatible with the existing development in the area.

Determination

In review of the Heritage Remainder Area General Plan and Specific Plan Amendment(s) and Rezoning, staff has concluded that the project does not represent a substantive change in the approval of the Turn of the Century Specific Plan project as analyzed under the SLSP, Turn of the Century EIR. Similarly, all impacts and standards of significance described in the SLSP, Turn of the Century EIR are applicable to the Heritage Remainder Area Specific Plan Amendment. Mitigation measures adopted with the SLSP, Turn of the Century EIR likewise apply.

According to the SLSP, Turn of the Century EIR, implementation of the proposed project is anticipated to result in significant impacts in the areas of land use, agricultural resources, hydrology, biological resources, traffic and circulation, air quality, noise, visual resources, cultural resources, affordable housing, public health, public services, and community services. The EIR has concluded that project impacts can likely be fully mitigated except in the following areas:

- Loss of farmland;
- Cumulative loss of farmland;
- Impacts to groundwater;
- Loss of Swainson's Hawk foraging habitat;
- Cumulative impacts to wildlife habitat;
- Project air quality emissions;
- Increased ambient noise;
- Cumulative traffic noise;
- Project nuisance impact from black gnats; and;
- Cumulative nuisance impacts from black gnats.

None of the significant environmental impact identified above in the SLSP, Turn of the Century EIR are worsened due to the proposed land uses changes.

In order to determine whether additional CEQA review is required for the Heritage Remainder Area Specific Plan Amendment, an analysis of CEQA Guidelines Section 15162 has been prepared. The matrix below provides verbatim wording from the CEQA Guidelines and a corresponding analysis of the applicability of each section to the proposed Heritage Remainder Area Specific Plan Amendment.

Table XX Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
(a) When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:	In conjunction with the approval of requested entitlements, General Plan, Specific Plan Amendment and Rezone, the Turn of the Century, LLC, Specific Plan Amendment includes a request for certification of an Addendum to SLSP, Turn of the Century EIR. Such certification includes adopting a "Finding of Fact" and substantiating compliance with CEQA. The current specific plan, in accordance with the SLSP, Turn of the Century EIR, evaluated 118 Single-family (R-3), 42 Single-family (R-4) residential dwelling units, and 101 Multi-family residential dwelling units on the project site. Although the project includes rezoning of 38.52 acres from R-3 to R-4 residential uses and would result in the development of an additional 52 single-family residential dwelling units, the increase in total units would not result in substantial changes or new information requiring a subsequent EIR. The information below summarizes the substantial evidence in support of the City's determination that the preparation of a Subsequent EIR is not required.
(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;	The proposed land use changes to the SLSP, Turn of the Century EIR would include rezoning of residential densities and relocating the R-15 site within the Spring Lake Specific Plan (SLSP). On the specific project site, proposed changes would include rezone of 38.52 acres from R-3 to R-4 single-family residential densities and the relocation of the existing R-15 multi-family site to the immediate south of its current location and reduces the R-15 acreage from 8.22 to 7.03 acres. The reduction in the R-15 acreage still exceeds the Spring Lake Specific Plan original requirements of providing 6.7 acres with 101 units. At maximum density this project could possibly include up to 212 single-family units. There will not be a significant increase in demand for public services and utilities, or increase traffic, noise, or air quality. Plan policies describe a plan wide density of 6.1 du/net acres. The result of prior changes and the contemplated project modifications for the Heritage Remainder Area project will result in a net density of 4.0 dwelling units/acre. Sewer, Drainage, and Water Supply Sewer On the Sanitary Sewer Layout (Fig. 4.1) of the 2004 Spring Lake Infrastructure Study Report (ISR),

	the area now referred to as the “Heritage Remainder Area” was comprised of areas 68, 80, 86, and portions of 85 and 89. These areas were assigned a mix of R-3, R-4, and R-15 Spring Lake Specific Plan land use designations. The Revised Heritage Remainder Area Tentative Map application proposes to increase the density of the area by transforming all of the remaining R-3 zoning to an R-4 designation, thus adding an additional single family and multi-family units. Using the zoning configuration from 2004 and current sewer design standards, the difference in sewer flow generation was analyzed. This net increase in sewer flows of 0.041 MGD causes an increase in the depth of flow in downstream pipes of approximately 0.13 feet, and is not significant enough to exceed the available capacity in all downstream pipes. The project has negligible impact to the existing facilities, and no upsizing is required from this project other than that already anticipated by the Spring Lake Specific Plan EIR. Storm Drain The original “Heritage Remainder Area” Tentative Subdivision Map #4784 dated December 7, 2005 proposed an opening in the sound wall along County Road 102 through which a pedestrian connection would be built. A new 42” storm drain line was proposed beneath this pedestrian connection that would be the main point of discharge for all storm water east of Mickle Avenue (the drainage for the lots west of Mickle Avenue was going to discharge into pipes under County Road 25A). The current proposed lotting eliminates this pedestrian connection and the pipes planned for County Road 25A are no longer needed (Memorandum from Woodrogers dated August 19, 2008). Therefore, the current project now drains all storm water to the existing 48” pipe in Zane Drive. The revised storm drain routing creates a calculated flow exceeding the capacity of the existing 48” pipe in Zane; however, the HGL will remain approximately 3.8’ below the City’s minimum standard of 12” below the gutter flowline elevation in the surcharged condition. Therefore, the proposed routing will remain in compliance with the City’s storm drain design standards. Overland release calculations will be provided during design to ensure that the City’s overland release standards are met with the grading of the subdivision. The impact of the rezoning of this property is negligible. Water The water infrastructure serving the site in the Spring Lake Specific Plan ISR consists of a 12” pipe along the north edge of the boundary with interior 8” lines to provide distribution and looping. As additional units are being added by up zoning land rather than expanding the urban area there is no additional fire flow demand. (Fire flow is measured at the hydrant). This modification in zoning will not
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	place any additional demands on the water system planned in the Spring Lake Development. Traffic The site when completed will have access to County Road 102 via County Road 25A and Heritage Parkway, and to Pioneer Avenue via Heritage Parkway. Meikle Avenue and Promenade Drive will provide internal circulation and connect between County Road 25A and Heritage Parkway. This roadway system will provide adequate circulation and access for the Heritage Remainder and will provide the roadway system anticipated in the Spring Lake EIR (with connection to County Road 25A to the west being deferred until the south western portion of the plan area develops). The additional 52 units from the rezone will generate 52 peak hour trips and after distribution to the access points will only add between 10 and 21 trips (13 inbound trips and 8 trips outbound). These amounts are statistically insignificant (less than daily variation in traffic). There is no significant impact from the rezone. Air Quality As stated above, the proposed project land uses would result in a statistically insignificant (less than daily variation in traffic) amount of traffic. Therefore, impacts related to air quality would be similar to those anticipated in the SLSP, Turn of the Century EIR. Conclusion Because the proposed land uses are similar to those studied in the SLSP, Turn of the Century EIR, the changes proposed are not substantial and would not require major revisions. Furthermore, the proposed changes would not create new or significant environmental effects which have not already been analyzed.
(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified	Because the proposed land uses are similar to the existing plan, the circumstance under which the project is undertaken has not changed substantially and would not require major revisions to the SLSP, Turn of the Century EIR. Furthermore, as described above, the proposed changes would not create new or significant environmental effects beyond those anticipated in the SLSP, Turn of the Century EIR.

significant effects; or	
(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:	All previously identified impacts in the SLSP, Turn of the Century EIR would occur with implementation of the Heritage Remainder Area project. The SLSP, Turn of the Century EIR requires that each development application include project-level and property-specific technical analysis to demonstrate consistency with the performance thresholds in the Spring Lake Specific Plan and Spring Lake Specific Plan Mitigation and Monitoring Plan. The following studies have been submitted with the CEQA Addendum: • Memorandum Land Use Modifications – Infrastructure Capacity, Cunningham Engineering. January 23, 2014.
(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;	See response under (1) above. New significant effects would not occur.
(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;	See response under (1) above. Significant effects will not be more severe than identified in the SLSP, Turn of the Century EIR.
(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or	The status of mitigation measures in the SLSP, Turn of the Century EIR would not change as a result of the proposed land uses changes.
(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would	Mitigation measures analyzed in the SLSP, Turn of the Century EIR would remain unchanged, and would substantially reduce significant effects on the environment. New mitigation that would substantially reduce impacts more than the SLSP, Turn of the Century EIR are not available, because the proposed changes are not substantial.

substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.	
(b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, and addendum, or no further documentation.	The City of Woodland, as the lead agency, determined the project would not result in substantial changes or circumstances after adoption of the Turn of the Century Specific Plan EIR that would require the preparation of a subsequent EIR. As a result, the City of Woodland, as the lead agency, has determined that an Addendum to the SLSP, Turn of the Century EIR is the appropriate documentation prepared for the project.
(c) Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.	The Spring Lake Specific Plan was approved December 18, 2001. None of the conditions as described in subdivision (a) have occurred. As such, a new EIR would not be required.

(d) A subsequent EIR or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072. A subsequent EIR or negative declaration shall state where the previous document is available and can be reviewed.	A subsequent EIR or Negative Declaration is not required and therefore, an additional public review period pursuant to CEQA Guidelines sections 15087 and 15072 would not be necessary.
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ATTACHMENT I

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND AMENDING THE GENERAL PLAN LAND USE
DIAGRAM FOR THE HERITAGE REMAINDER AREA PROPERTY**

WHEREAS, Article 5 of Chapter 3 of Division 1 of Title 7 (commencing with section 65300) of the Government Code requires the City to prepare and adopt a comprehensive, long-term General Plan for the physical development of the City; and

WHEREAS, in February of 1996, the City of Woodland (“City”) adopted its General Plan, which was updated on December 17, 2002, and has since been amended from time to time; and

WHEREAS, the General Plan contains the General Plan Land Use Diagram (Figure 1-4), which designates that certain real property consisting of two parcels located in the City of Woodland, California, which comprise approximately 68 acres and is more commonly known as Yolo County Assessor’s Parcel Numbers 042-030-042 and 042-03-029 (“Heritage Remainder Area Property”) as Medium Density Residential (MDR), Low Density Residential (LDR), and Very Low Density Residential (VLDR); and

WHEREAS, Turn of the Century, LLC, as owner of the Heritage Remainder Area Property, has submitted an application to the City requesting that the General Plan Land Use Diagram be amended to redesignate 39.52 acres of the Heritage Remainder Area Property from VLDR R-3 (3 du/ac) to LDR R-4 (4 du/ac) and to reduce the total MDR R-15 (15 du/ac) acreage from 8.22 to 7.03 acres along with a shift in the location of the MDR R-15 to the immediate south of its current location; and

WHEREAS, on June 5, 2014, the Planning Commission of the City of Woodland (“Planning Commission”) held a duly noticed public hearing at which all persons wishing to testify in connection with the General Plan Amendment were heard, and the General Plan Amendment and all other relevant information contained in the record were comprehensively reviewed by the Planning Commission; and

WHEREAS, at the conclusion of the public hearing before the Planning Commission, the Planning Commission voted _____ to recommend to the City Council that the General Plan Amendment be approved; and

WHEREAS, on June 17, 2014, the City Council of the City of Woodland (“City Council”) held a duly noticed public hearing at which all persons wishing to testify in connection with the General Plan Amendment were heard, and the General Plan Amendment and all other relevant information contained in the record were comprehensively reviewed by the City Council; and

WHEREAS, at the conclusion of the public hearing before the City Council, the City Council by resolution adopted the Addendum to the Turn of the Century Specific Plan Environmental Impact Report for the Heritage Remainder Area Project; and

WHEREAS, this will be the _____ amendment of the General Plan in the calendar year 2014; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland that:

1. Based on the entire record before the City Council, all written and oral evidence presented to the City Council, and the findings made in this Resolution, the City Council hereby approves the General Plan Amendment, hereby amending the General Plan Land Use Designation of the Heritage Remainder Area as follows: 39.52 acres are redesignated from VLDR R-3 (3 du/ac) to LDR R-4 (4 du/ac), and the total MDR R-15 (15 du/ac) acreage is reduced from 8.22 to 7.03 acres along with a shift in the location of the MDR R-15 to the immediate south of its current location, as depicted in Exhibit A, attached hereto and incorporated herein by this reference.

2. Based on the entire record before the City Council and all written and oral evidence presented, the City Council hereby makes the following findings:

A. The General Plan Amendment is integrated and compatible with the Land Use and Community Design Element of the General Plan in that it supports infill development and reuse of underutilized parcels in a manner compatible with the surrounding character.

B. The General Plan Amendment is integrated and compatible with the Economic Development Element of the General Plan in that it allows for economic development within the City while maintaining orderly and well-planned for steady growth to prevent urban sprawl.

C. The General Plan Amendment promotes the goals and objectives of the General Plan and each element thereof and leaves the General Plan a compatible, integrated, and internally consistent statement of policies.

3. The City Council has determined that the General Plan Amendment is in the public interest because the change in general plan designation is in compliance with General Plan Policy 1.B.1 as the City supports residential development at a manageable pace to achieve its fair share of regional housing needs and Policy 1.C.1 as the City promotes new residential development in a range of residential densities.

4. The General Plan Amendment was reviewed, studied, and found to comply with the California Environmental Quality Act and, based on the foregoing, the City has determined that the environmental impacts of the General Plan Amendment are insignificant and has adopted an Addendum to the Turn of the Century Specific Plan Environmental Impact Report for the Heritage Remainder Area Project.

PASSED AND ADOPTED by the City Council on _____, 2014 by the following vote

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Marlin H. "Skip" Davies, Mayor

ATTEST:

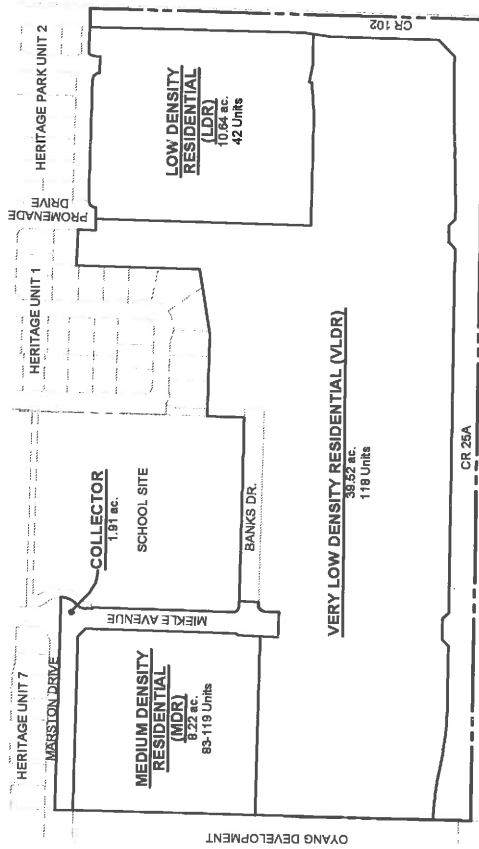
APPROVED AS TO FORM:

Ana B. Gonzalez, City Clerk

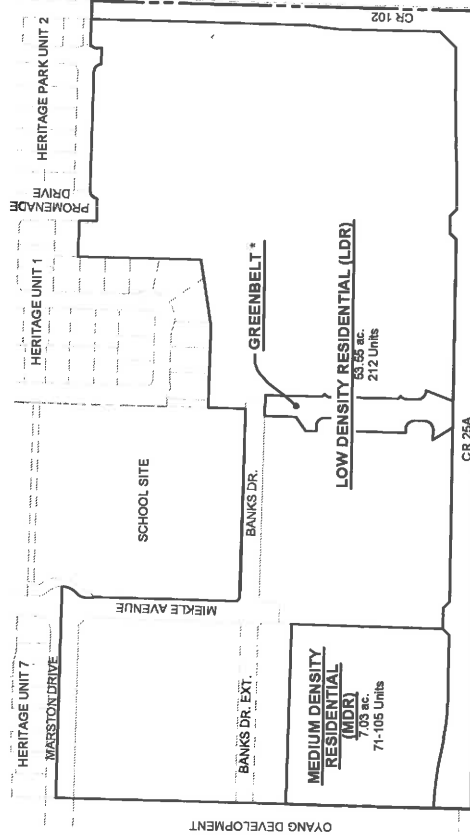
Kara K. Ueda, City Attorney

Exhibit 1 General Plan Land Use Diagram Amendment

EXHIBIT 1



EXISTING GENERAL PLAN



PROPOSED GENERAL PLAN

* GREENBELT ACREAGE (1,366 AC.) INCLUDED IN LDR



SCALE: 1" = 400'



SHEET
1
OF
1
DATE: 03/27/14
JOB NO: 477.90

**SPRING LAKE SPECIFIC PLAN
GENERAL PLAN AMENDMENT
HERITAGE REMAINDER**

CALIFORNIA

DESIGNED BY: **ABILE**
DRAWN BY: **SG**
CHECKED BY: **SG**
SCALE: **1" = 400'**



Project Planning & Civil Engineering & Landscape Architecture
Sacramento Office • 2940 Spindrift Street, Suite 200
Sacramento, CA 95826
(916) 485-2228
(916) 485-2229

CITY OF WOODLAND

ATTACHMENT J

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WOODLAND AMENDING THE SPRING LAKE SPECIFIC PLAN LAND
USE DESIGNATIONS, AMENDING TABLE 2.4 OF THE SPRING LAKE
SPECIFIC PLAN DESIGN STANDARDS, AND AMENDING THE
SPRING LAKE AFFORDABLE HOUSING PLAN FOR THE HERITAGE
REMAINDER SPRING LAKE PROJECT TO BE DEVELOPED BY TURN
OF THE CENTURY, LLC**

WHEREAS, the City of Woodland (“City”) desires to amend the Spring Lake Specific Plan Land Use Designations, Table 2.4 of the Spring Lake Specific Plan Design Standards, and the Spring Lake Affordable Housing Plan for the Heritage Remainder Area Project; and

WHEREAS, the City desires to adopt an amendment to the Spring Lake Specific Plan, consisting of the re-designation of the land use category in the Specific Plan for properties identified as the Spring Lake Turn of the Century Heritage Remainder Area Project as described in more detail in Exhibit "1" (the "Redesignation Amendment"), modifying the Lot Width Standards for R-4 lots in Table 2.4 of the Spring Lake Specific Plan Design Standards, as described in more detail in Exhibit "2" (the "Lot Width Standards Amendment"), and modifying the Spring Lake Specific Plan Affordable Housing Plan as described in more detail in Exhibit "3" (the "Affordable Housing Plan Amendment") (collectively the “Amendments”); and

WHEREAS, the City of Woodland Planning Commission held a duly noticed public hearing on June 5, 2014, to receive public testimony concerning the Amendments; and

WHEREAS, the City of Woodland City Council held a duly noticed public hearing on _____, 2014 to receive public testimony concerning the Amendments, consider the Planning Commission's recommendations, and take action on the Amendments; and

WHEREAS, the City of Woodland City Council, based on oral testimony and documentary evidence submitted during the public hearing, now finds it proper to amend the Spring Lake Specific Plan as described in Exhibit "1", to amend Table 2.4 of the Spring Lake Specific Plan Design Standards as described in Exhibit "2", and to amend to Spring Lake Specific Plan Affordable Housing Plan as described in Exhibit “3”, and

WHEREAS, the City of Woodland has taken action to approve all entitlements necessary for implementation of the Amendments for the Spring Lake Heritage Remainder Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland that:

1. The foregoing recitals are hereby true and correct.
2. The City of Woodland City Council finds that the actions as set forth in this Resolution are in the public interest and necessary to the public health, safety, and welfare.

3. The City Council hereby finds that the proposed Amendments are consistent with both the Spring Lake Specific Plan and the City of Woodland General Plan.
4. The City Council hereby approves the following Amendments:
 - A. the Amendment to the Spring Lake Specific Plan for the Spring Lake Heritage Remainder Project, as described in Exhibit “1”;
 - B. the Amendment to Table 2.4 of the Spring Lake Specific Plan Design Standards as described in Exhibit “2”; and
 - C. the Amendment to the Spring Lake Specific Plan Affordable Housing Plan as described in Exhibit “3”

provided that these Amendments shall take effect only upon execution by the City and the owner of the Property of an amendment to the development agreement governing the Property. No final map shall be recorded or approved for the Property in conformance with the Amendments until the Amendments has taken effect pursuant to this paragraph.

PASSED AND ADOPTED by the City Council on _____, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marlin “Skip” Davies, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

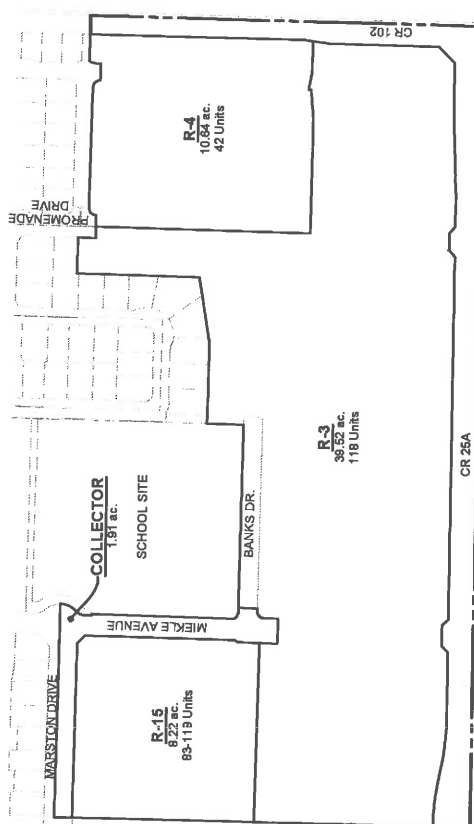
Dated:_____

Exhibit "1" - Spring Lake Specific Plan Land Use Amendment Exhibit

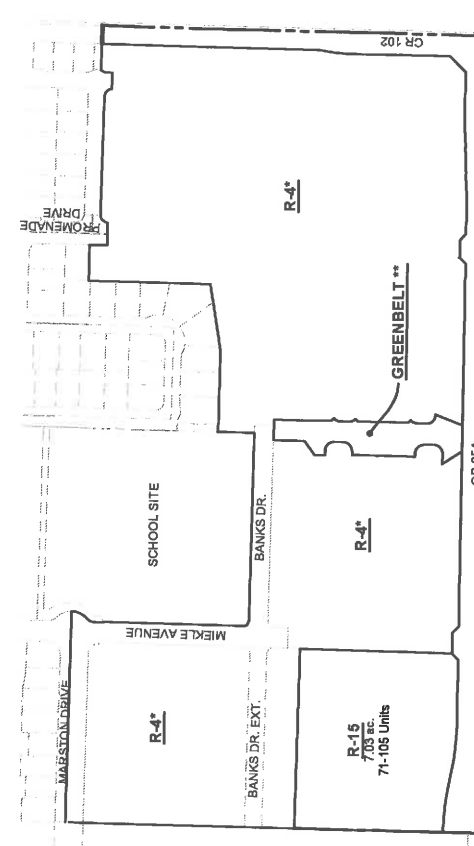
Exhibit "2" - Spring Lake Specific Plan Design Standards Table 2.4 Amendment Exhibit

Exhibit "3" - Spring Lake Specific Plan Affordable Housing Plan Amendment Exhibit

EXHIBIT 1



EXISTING SPECIFIC PLAN



PROPOSED SPECIFIC PLAN

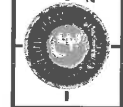
* SEE TABLE BELOW FOR UNIT COUNT AND ACREAGE.
 ** GREENBELT ACREAGE (1.36± AC.) INCLUDED IN R-4.

EXISTING LAND USE				PROPOSED LAND USE				NET CHANGE	
LAND USE SUMMARY									
	AREA	DENSITY	TOTAL UNITS	AREA	DENSITY	TOTAL UNITS	AREA	TOTAL UNITS	
R-3	38.52 ac.	3.00 du/ac.	118	0		0	<38.52>	<118>	
R-4	10.64 ac.	3.95 du/ac.	42	53.55 ac.	3.96 du/ac.	212	+42.91	+170	
R-15	8.22 ac.	10-15 du/ac.	83-119	7.03 ac.	10-15 du/ac.	71-105	<1.19>	<12-14>	
COLLECTOR	1.91 ac.		0	0		0	<1.91>	0	
	60.29 ac.		243-279	60.58 ac.		283-317	+40.29	40-38	

**SPRING LAKE SPECIFIC PLAN
 SPECIFIC PLAN AMENDMENT
 HERITAGE REMAINDER**

CITY OF WOODLAND
 2107 20th Street, Suite 200
 Woodland, CA 95694
 (916) 664-5228

DESIGNED BY: **TABLE**
 DRAWN BY: **SG**
 CHECKED BY: **SG**
 SCALE: **1" = 400'**



Project Planning & Civil Engineering & Landscape Architecture
 Sacramento Office
 2107 20th Street, Suite 200
 Woodland, CA 95694
 (916) 664-5228

SCALE: 1" = 400'
 0 200 400
 SHEET 1 OF 1
 DATE: 03/27/14
 JOB NO: 477.90

EXHIBIT 2

TABLE 2.4
SPRING LAKE SPECIFIC PLAN
Area Requirements for Lots (units = feet)

Specific Plan Land Use Category (Density)	Front Setback ¹⁰ Minimum from House/Garage	Front Setback Maximum from House	Side Setback ¹⁵ Interior ¹¹ /Street	Rear Yard ¹¹	Front Setback from Porch ¹⁴	Minimum Lot Width	Maximum Height	Block Length ^{9,12}
RESIDENTIAL – DETACHED								
R-3 (1-3 du/ac)	20/22	None	5-10 ¹⁶ /15 ²²	25	15	70	35	±400 to 600 desirable; 980 maximum.
R-4 (>3-4 du/ac)	17/22	22	5/15	20	10	65-55 min²⁷	35	±400 to 600 desirable; 910 maximum
R-5 (>4-5 du/ac)	15/22	22	5/10 ⁸	20 ¹⁷	9	50 min ¹⁹	35	±400 to 600 desirable; 840 maximum
R-8 (6-8 du/ac)	12/20	20	5/10 ⁸	15 ¹⁸	7	40 min ²⁰	35	±400 desirable; 600 maximum
R-15 (10-15 du/ac)	10/20	15	5/10	10	10	35	35 ²⁴	±400 desirable; 500 maximum
R-20 (16-20 du/ac) R-25 (23-25 du/ac)	6/6	10	3.5 ¹ /10	10	6	28	35 ²⁴	400 maximum

RESIDENTIAL – ATTACHED¹³								
R-8 ²	15/20	20	5 ³ /10	20	7	35	35	±400 desirable; 600 maximum
R-15	10/20	15 ⁷	5 ³ /10	20	10	35 ²¹	35 ²⁴	±400 desirable; 500 maximum
R-20 and R-25	10/20	25 ⁷	5 ³ /10	10 ²⁵	10	26 ²⁶	35 ²⁴	400 maximum

RESIDENTIAL – ADJACENT TO GREEN SPACES²³								
Greenbelt Trails	-	-	10	-	-	-	-	-
Other Green Spaces	-	-	15	-	-	-	-	-

NON-RESIDENTIAL								
NC	0 ⁵	10	0 ⁴ /0 ⁶	0 ⁴	n/a	25	40	±400 desirable; 500 maximum.
P/QP	0 ⁵	10	0 ⁴ /0 ⁶	0 ⁴	n/a	25	40	-

RESIDENTIAL – SECOND UNITS (DETACHED)								
Specific Plan Land Use Category	Minimum Separation from Primary Residence		Side Setback Interior/Street	Rear Yard With Alley or No Alley		Maximum Height	Block Length	
Single Family (Detached) Lots	10		5/15	5		30	Not Applicable	

ATTACHED/SEMI-ATTACHED GARAGES²²								
Units with Attached or Semi-attached Alley Access Garage	Garage setback: minimum 3' provided 24' minimum back-out room, counting alley surface. Occupiable space above garage: same standards as principle structure.			Connector structure: Minimum 12' deep Maximum one-story high Maximum 12' wide				
Units with Semi-Attached Access Garage	Garage setback: 3' rear and side yards			Connector structure: Minimum 12' deep Maximum one-story high Maximum 12' wide				

- 1 Allows alternating setbacks of 0 and 3.5 to create 3.5-foot separation between each unit.
- 2 Duplexes/half-plexes are the only allowed attached product in this designation.
- 3 Five (5) feet side interior setback for single story units; 7.5 feet for two story
- 4 Where adjacent to residential, a setback of 10 feet is required.
- 5 Where the sidewalk does not have a landscaping strip, a setback of 8 feet is required.
- 6 Same as interior side, with addition of site triangle (City Code 25.22.20).
- 7 Parking and/or drive area not allowed in this area. Landscaping, open space, plaza, etc, only
- 8 Interior side setback 0 feet for duplexes/half-plexes.
- 9 See Development Regulations.
- 10 Front and side-street setbacks are measured from back-of-walk.
- 11 Detached garages are considered "accessory structures" and allowed within three (3) feet of the interior side and rear property lines.
- 12 Does not apply to cul-de-sacs. Maximum length for cul-de-sacs in R-3, R-4, and R-5 is 650 feet. Maximum length for R-8 and above is 500 feet. Intensive land uses (e.g. schools, parks, multi-family) can not feed onto a cul-de-sac.
- 13 Area requirements assume project facades and street orientation of units to replicate single-family housing. "Garden style" apartment shall utilize area requirements in the City Zoning Ordinance.
- 14 Porches must be usable and must be in scale with the unit.
- 15 A side yard adjacent to a green space would be treated as a corner "street" lot, not an "interior" lot.
- 16 15-foot total between each R-3 unit.
- 17 30 percent of the units may go down to 15 feet.
- 18 50 percent of the units may go down to 12 feet.
- 19 Average of 55-foot width required.
- 20 Average of 45-foot width required.
- 21 27-feet for townhouses.
- 22 Per Specific Plan Amendment #3, Resolution No. 4583, Approved by City Council October 19, 2004.
- 23 Greenbelt Trail is minimum 40', subdivision trail is minimum 25' (yards adjacent to green spaces treated as corner lots, accept when located along a 40' greenbelt trail)
- 24 Building heights can extend above 35' providing the interior ceiling height does not exceed 35' and the roof is designed in a manner acceptable to the Community Development Department.
- 25 Rear garage and 2nd story setback may be reduced to 3' provided a minimum 24' of backup area exist for automobiles. For three story units, either the 2nd or 3rd floor shall maintain a 10' setback.
- 26 Lot width may be reduced to 20' provided additional common area amenities and/or design features are incorporated into the project design, to the satisfaction of the City.
27. Average of 65-foot width required

Revised: June 5, 2014

EXHIBIT 3

On Page 18 under In-Lieu Fees

For detached for-sale Residential Projects ~~of less than 50 units~~ where the City also determines that it is not feasible or suitable for the For-Sale Residential Project to have on-site Affordable Units, the City and Developer may agree to a contribution of in-lieu fees to satisfy the Developer's affordable housing obligation. Only the City may initiate this in-lieu fee option and only where it is demonstrated based on substantial evidence that there is no feasible alternative.

On page 67 under In-Lieu Fees.

For for-sale residential projects ~~of less than 50 units~~ where the City Council determines that it is not feasible or suitable for the for-sale residential project to have on-site affordable units, the City and developer may agree to a contribution of in-lieu fees to satisfy the developer's affordable housing obligation. Only the City may initiate this in-lieu fee option and only where it is demonstrated based on substantial evidence that there is no feasible alternative.

ATTACHMENT K

**FINDINGS AND CONDITIONS OF APPROVAL FOR THE HERITAGE REMAINDER
AREA PROJECT INCLUDING GENERAL PLAN AND SPECIFIC PLAN
AMENDMENTS TO REZONE LAND FROM R-3 TO R-4 SINGLE FAMILY
RESIDENTIAL; TENTATIVE SUBDIVISION MAP #5048, AND DEVELOPMENT
AGREEMENT**

FINDINGS

CEQA Findings:

1. On August 15, 2000, the City Council certified the Turn of the Century FEIR (SCH #99022069; Resolution No. 4215 adopted August 15, 2000).
2. The City Council subsequently adopted the following CEQA Addenda to the Turn of the Century EIR: a) Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final SLSP; b) Addendum #2 (Resolution No. 4399 adopted November 19, 2002) for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata; c) Addendum #3 (Resolution No. 4406 adopted December 17, 2002) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC; and d) Addendum #4 (April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property; e) Addendum #5 (Resolution No 4583 adopted October 19, 2004 for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC); and f) Addendum #6 (Resolution No 4806 adopted February 27, 2007, for the purposes of amending the Plan based on a request by Reynen and Bardis); g) Addendum #7 (Resolution No. 5146 adopted November 16, 2010, for the purposes of amending the Plan based on a request by the Gibson Ogden Investors, LLC to remove a bike overcrossing and path); h) Addendum # 8 (Resolution No. 5159 adopted December 14, 2010 for the purposes of amending the Plan based on a request by Cal West Investors, LLC to modify land use designations and rezone a school site); and i) Addendum #9 (Resolution No. 6117 adopted March 5, 2013, for the purposes of amending the Plan based on a request by ALC IV Woodland Spring Lake, LLC to modify land use designations and rezone a school site).
3. Section 65457(a) of the California Government Code and Section 15182(a) of the California Environmental Quality Act (CEQA) provide that no EIR or Negative Declaration is required for any residential project undertaken in conformity with an adopted Specific Plan for which an EIR has been certified.
4. The EIR for the SLSP has been written to qualify all of the planned SLSP residential projects for this exemption, assuming they are consistent with the SLSP and that they fulfill all conditions and CEQA mitigation measures.
5. The SLSP requires that each development application include certain project-level and project-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation Monitoring Plan (MMP). All the required studies have been submitted for the subject project, reviewed by staff, and the following conclusions reached: a) the studies satisfy the SLSP requirements; b) applicable

requirements or conditions recommended in the studies have been included in the conditions of approval for the subject project; c) the studies identify no environmental circumstances specific to the subject site or the proposed project that were not previously anticipated and addressed in the original EIR and later addenda.

6. The City of Woodland hereby finds that these studies provide the substantial evidence demonstrating that the project as conditioned is consistent with the adopted Specific Plan and fulfills all conditions and CEQA mitigation measures.
7. Therefore, pursuant to Section 65457(a) of the California Government Code and Section 15182(a) of the CEQA Guidelines, no other CEQA clearance is required for the City to take action to approve this project.

General Plan Consistency Findings:

1. The project is consistent with the General Plan.
2. The project is consistent with the purpose and intent of Housing Element.

Spring Lake Specific Plan (SLSP) Consistency Findings:

1. The project is consistent with the policy language (goals, policies, and objectives) of the SLSP.
2. The project is consistent with the land use designations, roadways, and bike paths identified in the SLSP.
3. The project is consistent with the Land Use Summary and other relevant Plan text throughout the SLSP.
4. The project is consistent with the Development Regulations in the SLSP including a determination of substantial consistency with Regulations 2.6, 6.1, 6.4, and 6.7, which precluded submittal of final maps until infrastructure plans are completed and tentative maps made consistent, if applicable.
5. The project is consistent with the figures and tables in the SLSP.
6. The project is consistent with the SLSP Design Standards and SLSP Affordable Housing Plan.

Zoning Consistency Findings:

1. Single family Residential (R-1) zoning is identified on page 2-22 of the Specific Plan as a consistent zone within the R-4 Specific Plan land use categories.
2. Multi family Residential (R-15) zoning is identified on page 2-22 of the Specific Plan as a consistent zone within the R-2 Specific Plan land use categories.

3. The project, as conditioned, meets all applicable regulatory requirements of the Zoning Ordinance.

Tentative Subdivision Map Findings:

1. The tentative map is consistent with the goals and policies of the General Plan and Specific Plan.
2. The tentative map is in conformance with the applicable provisions of the Subdivision Ordinance and Zoning Ordinance of the City.
3. The tentative map is in conformance with the Subdivision Map Act.

Findings Related to Community Design Guidelines:

1. The project substantially satisfies the requirements of the Community Design Guidelines.

Findings Related to Other Regulatory Requirements:

1. The project substantially satisfies the relevant requirements of the City's Standard Specifications and Details.
2. The project substantially satisfies the Infrastructure Master Plans for streets, water, sewage, and storm drainage.
3. The Development Agreement satisfies the City's Development Agreement Resolution and the requirements of State law.

**CONDITIONS OF APPROVAL FOR THE HERITAGE REMAINDER AREA PROJECT
SPECIFIC PLAN AMENDMENT, TM #5048, AND DEVELOPMENT AGREEMENT.**

Conditions of Approval: The following conditions shall be fully satisfied prior to acceptance of Final Map (unless otherwise stated):

General Conditions

1. Project Approval. The project shall be substantially (as determined by the City) developed as depicted on the Tentative Subdivision Map #5048, improvement plans, and exhibits included in the _____ City Council staff report, as approved by City Council, for the Heritage Remainder project, except as modified by these conditions of approval. Substantive modifications to the project description shall require modification of the Development Agreement, conditions, and environmental documents.
2. Indemnification. The OWNER shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless the City of Woodland, its agents, officers, or employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul an approval of the subject application by the City, its legislative body, advisory agencies, or administrative officers. The City will promptly notify the OWNER of any such claim, action, or proceeding against the City, and the OWNER will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for the defense of the matter by the City Attorney.
3. Deed Disclosures. Deed Disclosures that satisfy Development Regulation 2.1 (Disclosures) of the Spring Lake Specific Plan shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips along local streets) within Spring Lake.
4. Responsibility to Inform. The OWNER shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.
5. Construction Management Plan. Prior to issuance of any permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and "good neighbor" information for review and approval by the Community Development Department. The plan shall include but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names

of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.

6. Fee Notice. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code Section 66020(d), these conditions constitute written notice of the amount of such fees and a description of the dedications, reservations and other exactions.

The OWNER is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the OWNER fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the OWNER will be legally barred from later challenging such fees, dedications requirements, reservation requirements, and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding, or other agreement with the OWNER that authorizes the City to impose certain fees, and which may waive the OWNER's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

7. Coordination of Plans. The OWNER shall be responsible for coordinating all plans to ensure consistency with all conditions of approvals, and including site plan, landscaping, and improvement plans, prior to submittal for review. Plans shall be coordinated and submitted to the Community Development Department as one package in accordance with plan check requirements.
8. Affordable Housing. The project is subject to the Spring Lake Specific Plan Affordable Housing Plan (SLSP AFP) and the City's Inclusionary Housing Ordinance.
9. Inclusionary Housing Agreement. Prior to the City approving the OWNER's first final map, the OWNER and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by the City, shall be consistent with all applicable provisions of the SLSP AHP, and shall contain language inclusive of, but not limited to, the checklist in the SLSP AHP.
10. SLSP AHP Compliance. Prior to approval of tentative map(s), the OWNER shall show proof of compliance with the SLSP AHP.
11. Offsite Affordable Fee. The off-site affordable housing fee shall be paid for each single-family market rate unit for units created.
12. Affordable unit size. The size (number of bedrooms) of affordable housing units shall be distributed throughout the subdivision at proportions similar to the market rate units. In other words, if market rate homes in a particular subdivision are developed as 3- and 4-bedroom units, the affordable units shall be developed as 3- and 4- bedroom units.

13. Affordable quality of materials. The design of affordable units and the materials used in construction of affordable units shall be of an equal standard; however, affordable for-sale units may feature different interior amenities than those of the market rate units.
14. Fair Share Cost. OWNER agrees to fund on a fair share basis, as determined by the City of Woodland nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).
15. Backbone infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to development regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24, and 6.25.
16. Nexus Study. The OWNER shall comply with the requirements of the SLSP Nexus Study.
17. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23, and 6.37.
18. Building Unit Allocations (BUA)s. With the exception of affordable and multi-family housing, approval of the first final map requires that all lots have a building unit allocation. No final map shall be accepted by the City unless BUAs are assigned.
19. Reservation of Lots for public sale. The requirements of Section 21-15-1 of the City of Woodland Municipal Code relating to “Reservation of Lots for Public Sale” shall be met. Lots shall be offered at a fair market price. If the offered lots have not sold by the end of the 45-day period, the OWNER shall be required to demonstrate that the lots were offered at a fair market price. This will entail the provision of an appraisal by a qualified professional appraiser. If the appraiser indicates that the offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45- days at a fair market value. Alternately, OWNER shall present evidence that finished lots are available in the adjacent Heritage and Heritage Park subdivisions, offered consistent with these requirements, to satisfy this condition.

Finance Department

1. Increased SLIF revenue generated by the additional residential units created through this rezone of the Heritage Remainder Project shall be allocated to cover future funding shortfalls, if any, within the 162-acre property originally known as the Russell Ranch

Property, which may occur as a result of subsequent rezone approvals. Applicant's rezoning requests are to be made within 120 days following City Council final approval of the Heritage Remainder Project. The City shall diligently process such applications, so that the allocation of the increased revenue can be quantified, after which time the remaining SLIF revenue shall provide benefit to the Spring Lake Plan, and allocation of those units to cover any funding shortfall shall be determined by the City. The City may waive this condition 16 months following final approval of the Heritage Remainder project, subject to reasonable requests for extension.

Community Development

1. Design Review. For all residential uses, final site plans, architectural plans, elevations and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling units shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), SLSP Development Regulations 2.35.3 (separated entry walks), 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 (relating to energy conservation.)
2. Setbacks and Lot standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 (as amended) of the Spring Lake Specific Plan.
3. Landscape Plan Submittal. Detailed Landscape and Irrigation plans shall be submitted and approved by the Community Development and Parks and Recreation Departments concurrent with public improvement plans and prior to issuance of building permits. Landscape plans shall specify the following:
 - Locations, size and quantity of all plant materials.
 - A plant legend specifying species type (botanical and common names), container size, maximum growth habit, and quantity of all plant materials.
 - Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines, and other pertinent site plan features.
 - Planting and installation details and notes including soil amendments.
 - Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
 - Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.

4. Street Tree Master Plan. A Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plans shall be reviewed for conformance with the SL Design Standards and shall be reviewed and approved by the Community Development Department and the City's Public Works Department – Tree Division. OWNER shall submit a soils test, which s will assist in appropriate species selection.
5. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought – tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping).
6. Interconnecting Walks and Pathways. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped consistent with Section 6.9 of the SL Design Standards. Details of the path design shall be provided on landscape plans prior to the issuance of building permits. OWNER shall be responsible for constructing three (3) connecting access paths: 1) Lot "C" between Russell Circle and Marston Drive; 2) Lot "B", just north of Banks Drive; and 3) at the eastern end of Zane Drive, just north of Lot 26. The pathways shall be designed to be ADA accessible. OWNER shall submit proposal and timing of construction to be reviewed and approved by the City. The proposal shall be submitted prior to issuing the first building permit.
7. Greenbelts. OWNER shall construct the Lot "A" greenbelt at the time of construction of Phase 2, prior to issuing the first building permit or at the discretion of the Community Development Director.. OWNER shall provide benches and tables with a shade structure and bike racks for the Lot "A" greenbelt to the satisfaction of the Community Development Department. OWNER shall submit proposal and timing of construction to be reviewed and approved by the City. The proposal shall be submitted prior to issuing the first building permit. The proposed greenbelts are located on the east and north sides of the future school site.
8. Utility Design. The location of all utility structures shall be coordinated with, and depicted on, the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. OWNER shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities), and 6.17 through 6.19 (general utility requirements).
9. Light pole location. Light poles shall not conflict with planting or shade trees throughout the site. Review shall be provided prior to issuance of final map.
10. Street and Lot lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2.

11. Compliance with State Water Conservation Ordinance. All yards and public landscaping shall be in compliance with the State Water Efficient Landscape Ordinance AB 1881, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. Plans shall be reviewed by the City for compliance prior to issuance of building permits.
12. Residential Fencing. All wood fence post and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.
13. Park and Greenbelt Adjacent Fencing. All fencing adjacent to the park shall be enhanced materially and aesthetically. Fencing shall comply with Section 2.9 (c) of the SL Design Standards. All wood fencing shall be stained with a water sealant. Fence design shall be submitted for review and approval prior to the issuance of building permits.
14. Privacy / Sound Wall. The required sound wall along the west side of County Road 102 shall be designed and constructed to be consistent with the existing adjacent sound wall and shall extend around the corner of CR 102 & CR 25A to the western lot line of parcel 192. The required privacy wall along the north side of County Road 25A shall be designed and constructed to be consistent with existing fencing on Heritage Parkway. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of building permits. The privacy wall shall begin where the sound wall terminates on CR 25A. Landscaping and construction of the privacy/sound wall shall occur concurrently with adjacent development.
15. Entry signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the OWNER shall establish a neighborhood entry sign at the northwest corner of Promenade Drive and County Road 25A consistent with SL Design Standard 1.6.2, which may include small scale monument signs or themed art pieces. Entry sign to be constructed prior to issuing the first building permit in Phase 2 or at the discretion of the Community Development Director. The project shall also provide a “Welcome to Woodland Sign” at the northwest corner of County Road 102 and County Road 25A. The sign shall be similar in quality and in appearance and material to the other curved Entryway Signs throughout the City. A design specification for the sign and shall be prepared for review and approval by the City prior to approval of the final map. Construction of the “Welcome to Woodland” sign shall be concurrent with construction of the sound wall.
16. Prohibit RV Parking. Provisions in the CC& Rs for the Single Family (R-4) Development shall be adopted that prohibit recreational vehicle parking in the front yard for longer than 24 hours. This provision shall be enforced through mechanisms established in the CC & Rs.

17. Prohibit Garage Conversions. Provisions in the CC& Rs for all residential development shall be adopted that prohibit garages from being converted to residential use except for a model home sales office. When the sales office is vacated, it must be converted back to a garage.
18. No Restriction on Color. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of color on residential structures. This provision shall be enforced through mechanisms established in the CC&Rs.

Energy Efficiency. The Project shall meet the minimum energy efficiency requirements included in Design Standard 2.11 and Development Standard 2.25. Five percent (5%) of all units shall have roof photovoltaic energy systems or other alternate energy systems. The method and number of homes shall be identified at the time of submittal of building permits.

In addition, all homes shall be photovoltaic ready, and each home shall have outlets for electric vehicles in every garage or at the discretion of the Community Development Director.. All homes shall be photovoltaic ready for a minimum 4-kilowatt solar panel system. Each home shall: 1) be pre-wired, 2) have adequate roof strength to handle solar panels, 3) south facing roofs to have few penetrations in order to accommodate solar panels, 4) a 200 amp main electrical panel, 5) space provide adjacent to main panel for solar disconnect and associated equipment (inverter). Each home shall have a dedicated 240-volt, 20-amp circuit for electric vehicle charging station in every garage, 6) garages shall have adequate ventilation as required for vehicle charging stations. . Modification to above requires at the discretion of the Chief Building Official.

19. Trash and Recycling Container Storage. All future development shall meet the requirements for trash and recycling container storage as provided in Design Standard 2.8. Information shall be provided on plans prior to issuance of building permits.
20. Lot width. Lot width shall be varied (SLSP 2.35.5) providing no more than three (3) of the same lot width in a row and shall vary by at least 3 feet or at the discretion of the Community Development Director.
21. “Lot A” Adjacent Lots. Lots adjacent to Lot “A” (Greenbelt) shall have homes constructed with “wrap around” porches or patios to provide additional opportunity for “eyes on the greenbelt”. Garages and driveways are prohibited from be constructed on the Greenbelt side of lots abutting “Lot A” or at the discretion of the Community Development Director.
22. Fencing: Fencing along green belt (Lot A) shall be constructed with a of 4-foot solid fence (4-foot maximum height for solid fence). Fences going up 6-feet shall require fence having 50% open (transparent) fence style for the remaining 2-foot fence.

23. Fence. Post and rail fence shall be constructed at the southern end of Lot A (Greenbelt) on the south side of bike path to the satisfaction of the Community Development Department.

24. Homes on lots 77 – 89 shall be only one-story homes at the time of initial construction.

SLSP Mitigation Measures:

1. Mitigation Requirements. The OWNER shall comply with all mitigation measures required by the TOC EIR Mitigation Monitoring Program provided as Attachment A to the SLSP, as well as any further analysis provided through additional studies and evaluations required to ensure compliance with mitigation measures.
2. Environmental Noise Analysis. The design of the project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan. Prior to issuance of building permits, house plans shall be reviewed for consistency with interior noise level requirements, particularly for second floor bedrooms.
3. Ground nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3, thirty (30) days prior to commencement of grading or any site work, the OWNER shall have prepared and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then Mitigation Measures 4.5-3 (b-d) of the Spring Lake Specific Plan Mitigation Monitoring plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.
4. Mitigation Easements. Mitigation for loss of agricultural land and hawk habitat in the form of land set asides shall be fully executed and in place pursuant to Development Regulation 2.2 (Land Set Asides) and 7.2 related to the 1:1 mitigation requirement. A fully executed agreement, signed and recorded with the County, shall be provided as evidence.
5. Raptor Survey. Each landowner or applicant shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding season (March 1 through September 15). This survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that the proposed activity is planned to begin to determine if any nesting birds of prey would be affected.
6. Geotechnical. The recommendations contained in the Conclusions and Recommendations Section of the Geotechnical Engineering Report (prepared by Wallace-Kuhl & Associates, dated August 2, 2012) shall be complied with in the development of this project.

7. Air Quality Directives. OWNER shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-emission heavy duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).
8. Mosquito Vector Control. Prior to each construction season OWNER shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.
9. Construction Recycling. Prior to the commencement of construction on any project, the OWNER shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other City requirements. (MM 4.13-18)
10. Dust Suppression. OWNER shall comply with all dust suppression requirements during all grading and construction activities. (SLSP Regulation 7.4)
11. Off site improvements. Off-site improvements must satisfy the requirements of SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.
12. Cultural Resources. During grading or any site work development, OWNER shall comply with Development Regulation 7.22. (MM 4.10-1)

Development Engineering

Roadways County Road 102

1. The OWNER with the first final map shall widen County Road 102 to its ultimate Spring Lake width from its full width section (including landscape & sound wall) north of the project to County Road 25A plus transition south of Road 102 and turn lanes as determined by the City. Minimum turn lane lengths are as follows: 400' NB left, 325' SB right, and 325' SB left. 120' tapers shall be used. Acceleration lane for right turns from future 25A connection shall be a minimum of 250'.
2. Improvement of the County Road 102/25A intersection shall include underground improvements and foundations for the future traffic signal.
3. The tentative map shall include a proposed cross section for County Road 102 south of County Road 25A subject to review and approval by the City.
4. Striping of County Road 102 shall include enhanced or specialized bike lane striping subject to review and approval of the City.
5. Existing pavement sections on County Road 102 shall be micropaved through the limits of widening. Existing striping to be removed prior to micropaving.

6. County Road 102 design shall include an AC dike along the western edge of the road section north of the intersection with County Road 25A continuously to the north edge of the improvements or equivalent improvement as determined by City.

County Road 25A

1. OWNER shall prepare a preliminary design for the alignment of the County Road 25A connection with first final map in Phase 1. OWNER shall construct full width improvements including turn lanes and landscaped path from Road 102 to Promenade Drive with the first final map in Phase 2.
2. The eastside driveway entrance shall be constructed with the County Road 102 improvement and be improved to have a minimum of 50' length of full street (32') section aligned with (future) County Road 25A and then transitioned back to its existing section.
3. The landscaped multi-use bike path shall be extended to Mickle Avenue with the phase 2 improvement plans.
4. The minimum turn lane lengths for County Road 25A shall be as follows: EB Left 250' (120' transition).
5. County Road 25A shoulder (in the 8' bike lane/shoulder) section shown shall be full width AC.

Zane Drive

1. OWNER shall complete Zane Drive except north side sidewalk and landscaping with first final map in Phase 1. Plans shall include photometrics and north side street lights, however north side street lights may be deferred (with City approval).
2. The first final map in Phase 1 improvements for Zane Drive shall include the subdivision trail north of Lot 26.
3. Design of the traffic circle shall be submitted to the City for approval and shall include architectural enhancements prepared by a licensed landscape architect.

Banks Drive

1. Lotting on the south side of Banks Drive in the vicinity of Lot 103 shall be modified to accommodate both the south side bulb out and driveways for the lots.
2. The subdivision trail north of Banks Drive (Lot B) on the east side of the school shall be constructed. OWNER shall construct a complete cross section of Banks Drive and shall remove the existing turn around with the Phase 1 improvements.

Miekle Avenue

1. The first final map shall remove stub street at Lot 188 and extend the north south curb, gutter, sidewalk, and landscaping.

Traffic conditions

1. Traffic calming is required on Banks Drive, Promenade Drive, & Miekle Avenue through the limits of the project, specifically at the intersections and crosswalks as well as along the length of the roadway. This may include chicanes, traffic circles, medians, speed tables, humps, speed feedback signs, lighted crossings or other measures to be approved by the City. With the first final map, OWNER shall submit a concept for the entire length of Banks Drive, Promenade Drive, & Miekle Drive, for the approval of the City. For logical consistency some of the measures within phase 2 may be required to be constructed in phase 1, at the discretion of the City.
2. All new roads that extend or “finish” existing partial roads must T-cut the asphalt a minimum of 1’.
3. The full extent of Miekle south of Heritage Parkway, and Banks Drive and Promenade Drive if used for construction access and any other roads used for access to the project site shall be repaired, crack sealed, microsurfaced and restriped at the end of the project (second final map).
4. If services for water and sewer or other utilities are cut and trenched into an existing street, the plans shall include a grind and over lay of that street.
5. The first phase final map shall include preliminary (10%) design for a roundabout at the future intersection of County Road 25A and Miekle Avenue. This 10% Design of the roundabout including modifications to the greenbelt and/or drainage canal shall be to the satisfaction of the City. If deemed necessary by the City the quantity and configuration of lots on Post Place and Brookshire Circle maybe required to be adjusted to accommodate the roundabout and minimize encroachment into the urban forest / greenbelt and drainage canal.
6. OWNER shall remove the unused ramp across from Lot 68 and replace it with sidewalk and planter space as determined by the City.

Map circulation

1. All intersections shall have a minimum 90 degree intersection with 130’ tangent lengths in all directions from the center point of the intersection; unless an alternate design is approved by the City Engineer.

Easements and Right of Way

1. OWNER shall acquire and dedicate right-of-way from Parcel 42-01-17 as needed for the completion of Zane Drive and the connecting subdivision trail to CR 102 prior to approval of the first final map.
2. Appropriate easements shall be required for City-maintained facilities located outside of City-owned property or the public right-of-way.
3. OWNER shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the Public Works Department.
4. A seven foot public utility easement back of separated sidewalk (ten feet behind monolithic), adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City. Exception will be made on Arterial roads with green belts of 20' or greater.
5. Prior to approval of the first set of improvement plans and final map, OWNER shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map.
6. Phase 1 map shall include abandonment/vacation of the street stub shown on Mickle Drive south of Marston Drive.
7. The final map shall identify relinquishment of access rights along CR 102, 25A, and Marston Drive.

Wastewater and Sewer Collection System

1. The OWNER shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
2. Each parcel of property shall be connected to the City of Woodland's sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.
3. The Tentative Map Sewer Plan showing sewer routing, pipe slopes, and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
4. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at manholes.
5. OWNER shall obtain a discharge permit from the State Board of Reclamation prior to ground dewatering.

6. Sewer laterals are to be stubbed to the north side of Zane Drive.
7. Zane Drive sewer system shall be completed to City standards, including mains, manholes, cleanouts, laterals, and appurtenances.

Storm Water

1. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans. The proposed utility plan is considered conceptual only; final plans shall be subject to the approval of the City Engineer and shall be based on City standards and final storm drain, water, and sewer studies.
2. Drainage improvement plan shall include measures for treatment and control of storm drainage of adjacent parcels (APN 043-030-17, undeveloped remainder parcels, and the future school site) and treatment of any runoff prior to entering the City system.
3. Drainage improvements shall include modification and or piping of existing ditch along and perpendicular to Banks Drive.
4. Zane Drive storm water system shall be completed to City standards including storm drain main, inlets, manholes, laterals, and appurtenances.

Storm Water Quality Control

1. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMPs to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer.
2. Project shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.
3. The OWNER shall create a storm water phasing plan to be approved by the City Engineer prior to issuance of a grading permit or final map approval.

Water Infrastructure Conditions

1. All materials and installation of the water system shall be at the OWNER's expense per City of Woodland Standard Specifications and Details.
2. Until such time as actual service connections are approved for the subdivision, the City may withhold water service due to a water shortage declared by the City.
3. The Tentative Map Water Plan showing water routing, sizing, and locations are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall

occur with the final improvements based on the requirements set forth in these conditions of approval.

4. Per the City of Woodland Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the OWNER's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
5. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.
6. When a median strip is to be installed in the center of a street, the fire hydrant will be spaced not more than 300 feet on both sides of the divider on the curb side of the street. Final approval and approval of any changes is the responsibility of the City Engineer.
7. Zane Drive water system shall be completed to City standards including the 12" main, valves, hydrants, laterals and appurtenances.
8. OWNER shall install one water testing station with the Phase I map. To be installed when determined by the City.
9. The public improvement plans shall have separate metered services including water for all publicly maintained landscaped areas.

Grading

1. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
2. The Tentative Map Grading and Drainage Plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these

conditions of approval.

3. Overland Release calculations will need to be carried to the outlet control point at CR 102 and include water surface elevations from the control point to the developed site.
4. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.
5. Landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.
6. Stockpiled dirt on parcel 3 (future R-15 site) may have a high alkalinity. Prior to grading OWNER shall test the soil and if the pH is greater than 7.5, the OWNER shall submit to the City recommendation(s) for an amendment(s) to the City for approval and shall amend the soil accordingly. OWNER shall amend soil in accordance with recommendation and grade it uniformly across the site to minimize the impact on plant growth.
7. On remainder of site, OWNER shall test soil and submit recommendations for amendment to the City for approval and shall amend the landscaped component accordingly.

Fees

1. The OWNER shall pay all required fees for processing final maps (technical check) with final map submittal.
2. Prior to approval of improvement plans, the OWNER shall pay all fees for plan check and inspection of off-site infrastructure improvements, as approved by City Council and defined in the City Fee Schedule. If OWNER pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer.
3. OWNER shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance.
4. Prior to any final map OWNER shall pay AMR fees for public meters in accordance with the current fee schedule. For reference the 2013 AMR fee is \$203 per meter.
5. OWNER agrees to pay Fifty Thousand Dollars (\$50,000.00) towards park development design for the SLSP Neighborhood Park N-3, within 45 days of rezone approval of the commercially zoned land (on Yolo County APN 42-030-47). This payment is a non-reimbursable, non-SLIF cost, in order to begin preliminary design of the park immediately following the rezone of APN 42-030-47.
6. Prior to approval of a large parcel map for sale only, or if the project goes directly to small lot final map, the OWNER shall prepare a legal description and a separate map and shall dedicate the greenbelt between the park and the school site. The Greenbelt shall be 20' in

width. Land shall be reimbursable from the SLIF at the cost of \$25,000 per acre subject to reimbursement policies. The first small lot final map submitted shall prepare preliminary plans for the greenbelt and a cost estimate. The OWNER shall deposit 134% of the cost estimate (cost +24% soft cost +10% contingency) with the City for the greenbelt to be constructed concurrently with the park. These costs shall be reimbursable from the SLIF subject to reimbursement policies.

7. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements, and/or other exactions. Pursuant to Government Code Section 66020(d), these conditions constitute written notice of the amount of such fees and a description of the dedications, reservations and other exactions.

The OWNER is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the OWNER fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements, and/or other exactions contained in this notice, complying with all the requirements of Government Code Section 66020, the OWNER shall be legally barred from later challenging such fees, dedications requirements, reservation requirement's and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding, or other agreement with the OWNER that authorizes the City to impose certain fees and which may waive the OWNER's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

8. Prior to final map approval, the OWNER shall pay alternative transportation fee of \$208.00 for operations and \$35.00 maintenance fee per DUE, prior to approval of final map.
9. Prior to approval of the first final map, OWNER shall pay the balance of the public art in lieu payment, which is THIRTY THOUSAND DOLLARS (\$30,000), as set forth in Section 4.31 of the Agreement.

Landscaping

1. All public landscape areas shall include a separate point of connection for water laterals with meters and PG&E power service points for automatic controllers.
2. A registered landscape architect shall design landscape, sound wall, and privacy wall improvements, which shall be per the SLSP and other City Standards, as applicable.
3. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrent with adjacent development. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of acceptance of other public improvements with approval of the Parks, Public Works and Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.

4. Prior to landscape submittal OWNER shall submit concepts for approval for the Heritage and Zane entryway features, sound walls, monuments, and other entry way features.
5. Landscape plans for Lot B shall include completion of landscaping along Somerset Circle and both sides of the path extending south from Somerset Circle.
6. OWNER shall submit for approval by the City a cross section for the subdivision trails prior to approval of the first final map.
7. The improvement plans shall include meandering of the concrete path along County Road 25A as necessary to plant trees in the north and south sides of the path.

General Conditions

1. Prior to final map approval, the OWNER shall submit and have approved a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City.
2. Developer shall document and show evidence that all tentative map conditions are met upon submittal of the final map.
3. OWNER shall enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.
4. OWNER shall prepare improvement plans for any work within the public right-of-way and submit them to the Public Works Department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
5. Submit proposed street names to Fire Department for approval with a copy to Engineering Division prior to improvement plan or final map submittal.
6. Prior to final map approval, the OWNER shall obtain a County encroachment permit for transition work on CR 102.
7. OWNER shall comply with County Health regulations and requirements for the abandonment of any onsite septic tanks and water wells. Prior to the approval of any construction permits, grading permits, or the improvement plan, the existing well shall be abandoned. Prior to abandonment of the well, the OWNER shall provide to the City permission from all recipients that receive water to abandon the well.
8. OWNER shall conform to all mitigation measures required in the Environmental Impact Report (EI.) and traffic study.

9. Public improvements, in addition to roadway construction, shall include water, sewer and storm drain mains, fire hydrants, streetlights, landscaping, and railroad crossing improvements.
10. OWNER shall submit an application for reapportionment of assessments with the parcel map or subdivision map, if required by the City.
11. If improvements are constructed and/or installed by a party or parties other than the OWNER, which improvements benefit OWNER's property, OWNER shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) to Developer.
12. If conditions for the project require OWNER to construct improvements that benefit parties other than OWNER, and are subject to reimbursement by others as determined by the City Engineer, OWNER may request to enter into a reimbursement agreement drafted by the City. City shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.
13. OWNER shall pay the MPFP single-family dwelling unit development fees for any second unit larger than 600 square feet.
14. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance.
15. This project is subject to the construction and demolition debris recycling and diversion ordinance; Chapter 23C-13-(1-10) of the City Municipal Code
16. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans. Joint trench shall be stubbed to the north side of Zane Drive.
17. If project conditions require the OWNER to construct improvements that serve the entire City and are included in the City's Development Impact Fee Program, or other funded program, the OWNER may request to enter into a reimbursement agreement drafted by the City. The timing of reimbursements, if any, shall be subject to the City's ability to program the project funding into the adopted Capital Improvement Program. All reimbursement agreements shall be executed prior to final map approval.
18. Prior to approval of a final map, OWNER shall secure rights-of-way, rights of entry, and any permits necessary to construct improvements required by the final map conditions of approval.

Fire Department

1. **Weed Abatement.** The OWNER shall comply with the City of Woodland Weed Abatement Ordinance. Lots shall be maintained throughout the year so that all dead trees or any vegetation growing upon the streets, sidewalks, or upon private property that bears seeds of a wingy or downy nature maintained so as to meet the City of Woodland standards.
2. **Fire Flow-** The minimum fire flow required shall be determined as specified by the City of Woodland Municipal Code, Chapter 9, 2010 California Fire Code, and the City of Woodland Standard Specifications and Details, 2010 edition. The OWNER shall meet the required volume and duration at the project site prior to obtaining a building permit.
3. **Water Supply and Hydrants.** Water supply and fire hydrants shall be installed in accordance with CFC Article 9 (903). When any portion of the facility or building is in excess of 150 feet from a water supply on a public street, on-site fire hydrants shall be required. A plan shall be submitted to the Fire Department to determine the location of the fire hydrants. Plans shall be approved prior to installation.

Building Division

1. OWNER shall be required to conform to the current codes that are in effect at the time of plan submittal.
2. Plans shall be complete at the time of submittal, as the City of Woodland does not accept deferred submittals.
3. All sub-contractors/companies working on the project will be required to obtain a City of Woodland Business Registration License.
4. The project shall be in compliance with FEMA regulations.
5. Residential buildings incorporating concrete slab foundations located in areas known to contain expansive soils, (which includes all of the Spring Lake Development--see the applicable soils reports for reference), shall comply with *Woodland General Plan Policy Document, Part II, Policy 8.A.9, "The City shall require the use of special bending-resistant designs where foundations must be slab-on-grade in areas with expansive soil"* and shall comply with *2013 California Residential Code (CRC) R403.1.8.1 & 2013 California Building Code (CBC) 1808.6.*

Footings or foundations for buildings founded on expansive soils shall be designed in accordance with *CBC 1808.6* **and for special-bending-resistant concrete slab foundations** the design shall be in accordance with *CBC 1808.6.2 and PTI Standard Requirements for Design of Shallow Post-Tensioned Concrete Foundations on Expansive Soils or WRI/CRSI Design of Slab-on-Ground Foundations* and in addition to any additional or more restrictive recommendations as noted in the geotechnical engineering report.

Plans and structural calculations for **special-bending-resistant foundations and calculations must be stamped and signed by a California registered civil or structural engineer or architect** and show rigorous compliance. Additionally, where the slab foundation engineer is different than the engineer or architect of record (EOR/AOR) responsible for the structural design of the building, a letter must be submitted from the EOR/AOR stating that he/she has reviewed and coordinated the foundation plans and calculations and that they conform with the intent of his/her structural design as required by *CBC 107.3.4.1*. Where PT slabs are installed, City of Woodland recommends stamping the slab (typically in the garage where visible) with the warning: “Do not bore, saw or drill slab - tensioned cables below” or similar cautionary language.

Police Department

1. The project shall be in compliance with the Uniform Security Code, Chapter 6 of the Building Code, Article 1, section 6-1-8.

Yolo Solano Air Quality Management District

1. Portable diesel fueled equipment greater than 50 horsepower (HP), such as generators or pumps, must be permitted with the District, or under specific circumstances as approved by the District, may be registered with the Air Resources Board’s (ARB’s) Portable Equipment Registration Program (PERP)
2. Dust emissions must be prevented from creating a nuisance to surrounding properties as regulated under Yolo Solano Air Quality Management District Rule 2.5 Nuisance.

ATTACHMENT L

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
WOODLAND, CALIFORNIA, APPROVING AN AMENDMENT TO THE
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
WOODLAND AND TURN OF THE CENTURY, LLC FOR THE
HERITAGE REMAINDER AREA DEVELOPMENT**

WHEREAS, pursuant to Government Code Section 65864 *et seq.*, the City of Woodland (“City”) is authorized to enter into development agreements providing for the development of land under the terms and conditions set forth herein; and

WHEREAS, the City has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, Turn of the Century, LLC (“Developer”) proposes to develop certain real property located in the City of Woodland (“Property”), more particularly described in the Amendment to the Development Agreement, attached hereto as Exhibit “1” and incorporated herein by reference, for residential use (“Project”); and

WHEREAS, Developer’s interest in the Property constitutes a legal or equitable interest in real property pursuant to Government Code Section 65865; and

WHEREAS, Developer proposes the Project to achieve the goals of the City’s General Plan (“General Plan”) and the Spring Lake Specific Plan (“SLSP”), as further described and conditioned in the amendment to the development agreement attached hereto as Exhibit “2” and incorporated herein by reference; and

WHEREAS, the City desires timely, efficient, orderly, and proper development of the Project in furtherance of the goals of the General Plan and SLSP; and

WHEREAS, the City Council has found that the Amendment to the Development Agreement is consistent with the City’s General Plan and the SLSP; and

WHEREAS, because of the logistics, magnitude of the expenditure and considerable lead time prerequisite to planning and developing the Project, the Developer requires assurances that the Project can proceed without disruption caused by a change in the City’s planning policies and requirements, except as provided in the Amendment to the Development Agreement, which assurances will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

WHEREAS, City has determined that by entering into the Amendment to the Development Agreement, City will (i) promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan and the SLSP and (ii) benefit from increased housing opportunities created by the Project for residents of the City; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to review and development of the Project that are or will be the subject of subsequent development applications for the Project; and

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project, subject to conditions and requirements set forth herein; and the Planning Commission recommended to the City Council the approval of the amendments to the General Plan and the Spring Lake Specific Plan land use designations (rezone), the Spring Lake Specific Plan Design Standards Table 2.4 (minimum lot width), and the Spring Lake Specific Plan Affordable Housing requirements (50-unit limit) in accordance with the proposed Heritage Remainder Area Specific Plan Amendments.

WHEREAS, on _____, 2014 the City Council conducted a public hearing pursuant to Government Code section 65867, not less than ten (10) days notice of which was provided in accordance with Government Code sections 65090 and 65091, at which hearing all persons wishing to testify in connection with the Amendment to the Development Agreement were heard and at which time the Amendment to the Development Agreement was comprehensively reviewed; and

WHEREAS, on _____, 2014, the City Council introduced this Ordinance through a waiving of the first reading of this Ordinance; and

WHEREAS; pursuant to the California Environmental Quality Act (CEQA) Public Resources Code section 21000 *et seq.*, on _____ 2014, the City Council certified an EIR addendum to the EIR previously certified for the Spring Lake Specific Plan, for the Project, and Development Agreements; and

WHEREAS, the terms and conditions of the Amendment to the Development Agreement has undergone review by the City at publicly noticed hearings and has been found to be fair, just and reasonable and consistent with the General Plan and the SLSP. Further, the City Council finds that (i) the economic interests of the City's citizens and the public health, safety, and welfare will be best served by entering into the Amendment to the Development Agreement; (ii) the Amendment to the Development Agreement is consistent with the General Plan and SLSP; (iii) the Amendment to the Development Agreement is in conformance with the public convenience, general welfare, and good land use practice; (iv) the Amendment to the Development Agreement will not be detrimental to the public health, safety, or general welfare; and (v) the Amendment to the Development Agreement will not adversely affect the orderly development or the preservation of property values for the Property or any other property.

THE CITY COUNCIL OF THE CITY OF WOODLAND DOES ORDAIN AS FOLLOWS:

Section 1. Pursuant to California Government Code Sections 65865 *et seq.*, the City Council hereby approves the Amendment to the Development Agreement attached hereto as Exhibit “1.”

Section 2. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety, and welfare of the community because the Amendment to the Development Agreement will permit land uses that best reflect the community needs, , and will allow for the most logical and efficient development of the real property governed by the Development Agreement in the City.

Section 3. The City Council hereby incorporates by reference the recitals set forth herein and adopts those recitals as its own as though fully set forth in this Ordinance. Pursuant to Government Code section 65867.5 (b) and based on the entire record before the City Council, including all written and oral evidence presented to the City Council, the City Council hereby finds that the Amendment to the Development Agreement will continue to result in the development of the Property at the intensity and density allowed under the General Plan and SLSP and with the restrictions and standards set forth in the City’s Municipal Code and the Development Agreements.

Section 4. The City Council hereby expressly determines that all of the procedures of CEQA have been met with respect to the Amendment to the Development Agreement because, on _____ 2014, the City Council certified an EIR Addendum to the EIR previously certified for the Spring Lake Specific Plan, for the Amendment to the Development Agreement.

Section 5. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Amendment to the Development Agreement within ten (10) days following execution thereof.

Section 6. The City Clerk shall certify to the adoption of this Ordinance and shall cause a summary thereof to be published in the Daily Democrat, a newspaper of general circulation, printed and published in the city of Woodland and county of Yolo, at least five (5) days prior to the meeting at which the proposed ordinance is to be adopted and shall post a certified copy of the proposed ordinance in the office of the City Clerk, and within fifteen (15) days of its adoption, shall cause a summary of it to be published, including the vote for and against the same, and shall post a certified copy of the adopted ordinance in the office of the City Clerk, in accordance with California Government Code section 36933. This Ordinance shall take effect thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council on _____, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marlin “Skip” Davies, Mayor

ATTEST:

APPROVED AS TO FORM:

Ana Gonzalez, City Clerk

Kara K. Ueda, City Attorney

Dated: _____

Exhibit "1" – Development Agreement

Exhibit “2” – Amendments to Development Agreement

EXHIBIT 1

Russell
Ranch

**DEVELOPMENT AGREEMENT NO. _____
BETWEEN CITY OF WOODLAND AND RUSSELL RANCH DEVELOPMENT INC.**

This Development Agreement (hereinafter "Agreement") is entered into effective on the date it is recorded with the Yolo County Recorder (hereinafter the "Effective Date") by and among the City of Woodland, a California general law city (hereinafter "CITY"), and Russell Ranch Development Inc. (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, CITY has approved the Spring Lake Specific Plan ("Plan") which encompasses OWNER's property and which requires owners of property within the Plan area to enter into development agreements as a precondition of development; and

WHEREAS, Property is subject to two previous development agreement of a preliminary nature, with the intent to replace and supercede such development agreements with a project specific development agreement; and,

WHEREAS, OWNER and CITY wish to enter into a project specific Development Agreement pursuant to the Plan, which shall replace the two previous development agreements entered into by parties; and,

WHEREAS, OWNER has applied to CITY for certain entitlements for development of its property, including this development agreement, and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, by electing to enter into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of CITY; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and the City Council and have been found to be fair, just and reasonable; and

WHEREAS, it is CITY's intention that the terms and conditions of this Agreement will be substantially similar to the terms and conditions of development agreements entered into with all other owners of property in the Plan area; and

WHEREAS, the best interests of the citizens of the City of Woodland and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement, with the Woodland City Council's

certification of Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069, August 15, 2000) and adoption of addenda to the Turn of the Century EIR dated December 18, 2001, November 19, 2002, December 17, 2002 and April 15, 2003; and

WHEREAS, this Agreement and the Project are consistent with the Woodland General Plan and the Spring Lake Specific Plan; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will reduce uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Sections 65864, et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Woodland, a California general law city and municipal corporation.

1.1.3 "City Manager" means the City Manager of the City of Woodland, or his designee.

1.1.4 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and

the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.5 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) specific plans and specific plan amendments;
- (b) tentative and final subdivision and parcel maps;
- (c) conditional use permits, public use permits and plot plans;
- (d) zoning;
- (e) grading and building permits.

1.1.6 "Development Exaction" means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.7 "Development Plan" means the Existing Development Approvals and the Existing Land Use Regulations applicable to development of the Property.

1.1.8 "Effective Date" means the date this Agreement is recorded with the County Recorder.

1.1.9 "Existing Development Approvals" means all Development Approvals approved or issued prior to the Effective Date. Existing Development Approvals includes the Approvals incorporated herein as Exhibit "C" and all other Approvals which are a matter of public record on the Effective Date.

1.1.10 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Regulations which are a matter of public record on the Effective Date.

1.1.11 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the property. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.12 "OWNER" means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.13 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.14 "Project" means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.15 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.16 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.6 of this Agreement.

1.1.17 "Subsequent Development Approvals" means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.18 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" -- Legal Description of the Property.

Exhibit "B" -- Map showing Property and its location.

Exhibit "C" -- Existing Development Approvals.

Exhibit "D" -- Existing Land Use Regulations.

Exhibit "E" -- Legal Description of Agricultural Conservation Easement(s)

Exhibit "F" - Map of Location of Agricultural Conservation Easement(s)

Exhibit "G" - Memorandum of Agreement

Exhibit "H" - Map of Location of Easements and Rights of Way (Infrastructure)

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out only in accordance with the terms of this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it has a legal or equitable interest in the Property.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of 20 (twenty) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement.

2.4 Assignment.

2.4.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of a legal or equitable interest in the Property or that portion of the Property to which the right or interest relates.

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement, in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of OWNER under this Agreement.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.4.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser,

transferee or assignee until and unless the agreement described in Subsection 2.4.1(b) is executed.

2.4.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

- (a) OWNER no longer has a legal or equitable interest in all or any part of the Property.
- (b) OWNER is not then in default under this Agreement.
- (c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.
- (d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.4.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

2.4.4 Partial Release of Purchaser, Transferee or Assignee of Industrial or Commercial Lot. A purchaser, transferee or assignee of a lot, which has been finally subdivided as provided for in the Development Plan and for which a commercial or industrial plot plan for development of the lot has been finally approved pursuant to the Development Plan, may submit a request, in writing, to CITY to release said lot from the obligations under this Agreement relating to all other portions of the property. Within thirty (30) days of such request, CITY shall review, and if the above conditions are satisfied shall approve the request for release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.4 shall cause, or otherwise affect, a release of OWNER from its duties and obligations under this Agreement.

2.4.5 Termination of Agreement With Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement except Section 4.2 and 4.3, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document when the lot has been finally subdivided and individually (and not in "bulk") sold to a member of the public or other ultimate user. Section 4.2 and 4.3 of this Agreement shall survive with respect to any such lot until the fees required thereby have been paid in full.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only by written consent of all parties in the manner provided for in

Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.6 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

- (a) Expiration of the stated term of this Agreement as set forth in Section 2.3.
- (b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.
- (c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.
- (d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

2.7 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below. All notices shall be addressed as follows:

If to CITY:

Richard Kirkwood, City Manager
City of Woodland
300 First Street
Woodland, CA 95695

With a copy to:

Ann M. Siprelle
Best, Best & Krieger, LLP
400 Capitol Mall, Suite 1650
Sacramento, CA 95814

If to OWNER:

Russell Ranch Development
173 Court Street
Woodland, CA 95695

With a copy to:

Craig M. Sandberg
Sandberg, Lo Duca & Dellinger
3300 Douglas Boulevard
Suite 365
Roseville, CA 95661

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

2.8 Termination of Previous Agreements. As related to the subject property only, this Agreement replaces and supercedes both the Pre-Annexation Development Agreement approved by Ordinance No. 1361 adopted on December 17, 2002, and the Phase I Development Agreement approved by Ordinance No. 1368 adopted on July 1, 2003. As of the effective date of the ordinance adopting this Development Agreement, both the Pre-Annexation Development Agreement and the Phase I Development Agreement referenced in the immediately preceding sentence shall terminate and shall have no further force or effect.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the

Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan. OWNER shall comply with all mitigation measures required to be performed pursuant to the final Environmental Impact Report (and any amendments, supplements or addenda thereto) for the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise its discretion in accordance with the Development Plan, and as provided by this Agreement including, but not limited to, the Reservations of Authority. CITY shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the normal manner for processing such matters.

3.3 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.4 Changes and Amendments. The parties acknowledge that refinement and further development of the Project will require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event OWNER finds that a change in the Existing Development Approvals is necessary or appropriate, OWNER shall apply for a Subsequent Development Approval to effectuate such change and CITY shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. If approved, any such change in the Existing Development Approvals shall be incorporated herein as an addendum to Exhibit "C", and may be further changed from time to time as provided in this Section. Unless otherwise required by law, as determined in CITY's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

- (a) Alter the permitted uses of the Property as a whole; or,
- (b) Increase the density or intensity of use of the Property as a whole; or,

(c) Increase the maximum height and size of permitted buildings; or,

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or,

(e) Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

3.5 Reservations of Authority.

3.5.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property.

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations governing construction standards and specifications including, without limitation, CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

(e) Regulations which may be in conflict with the Development Plan but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations which are not in conflict with the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of

development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations which are in conflict with the Development Plan provided OWNER has given written consent to the application of such regulations to development of the Property.

3.5.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent CITY from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with the Development Plan.

3.5.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.5.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power which cannot be so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.6 Public Works. If OWNER is required by this Agreement to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same requirements as would be applicable to CITY or such other public agency should it have undertaken such construction.

3.7 Acquisition of Property for Construction of Improvements Off-Site. OWNER shall, consistent with the requirements of the Specific Plan and the Tentative Map, acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the Tentative Map, when triggered by the phased conditions set forth in the Conditions of Approval, with approval of the final map associated with that phase.

3.8 Provision of Real Property Interests by CITY. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. In the event OWNER is unable, after exercising all reasonable efforts as determined by CITY, including but not limited to OWNER's power of eminent domain under Sections 1001 and 1002 of the Civil Code, to acquire the real property interests necessary for the construction of such public improvements, and if so instructed by

OWNER and upon OWNER'S provision of adequate security for costs CITY may reasonably incur, CITY shall negotiate the purchase of the necessary real property interests to allow OWNER to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests. For the purposes of this Section, "reasonable efforts" shall include proof that OWNER made a written offer to purchase the property interest at fair market value, in accordance with an appraisal conducted by an MAI appraiser. OWNER shall pay all costs associated with such acquisition or condemnation proceedings including but not limited to attorneys' fees, expert witness fees, and jury awards of any kind. If and to the extent this section 3.8 conflicts with Section 66462.5 of the Subdivision Map Act, this section will control.

3.9 Credits and/or Reimbursement for Dedication of Property or Construction of Infrastructure. To the extent OWNER dedicates land, funds or constructs public facilities that exceed the size or capacity required to serve the Property for the benefit of other properties, or if such dedication or improvements benefit other properties regardless of its size or capacity, CITY shall enter into an agreement to reimburse OWNER to the extent of such benefit as determined by CITY. Such reimbursement may take the form of fee credits and/or benefit assessments, special taxes, or other fees or assessments collected from benefiting properties, as the CITY may determine. To the extent OWNER has not been fully reimbursed by the time of the next Release of Building Unit Allocations pursuant to Ordinance No. 1343. CITY shall reimburse OWNER from the proceeds of bonds issued, if any, or private funding advanced concurrent with or related to such next Release

3.10 No Reimbursement for Temporary Improvements. The CITY shall not reimburse the OWNER for costs of interim temporary improvements as determined by CITY

3.11 Reimbursement for Specific Plan Preparation and Administration Costs. CITY has agreed to reimburse for costs associated with preparation and administration of the Spring Lake Specific Plan subject to the terms of the "Agreement for Reimbursement of Funds (Turn of the Century Specific Plan Application with Turn of the Century, LLC (TOC) " dated October 15, 1998 and the "Agreement for Reimbursement of Funds (Spring Lake Specific Plan Administration Costs, with Spring Lake Planning Group, LLC (SLPG)" dated June 17, 2002. CITY agrees to reimburse TOC and SLPG for costs approved by CITY pursuant to such Agreements from the proceeds of bonds issued concurrent with or related to the First Release of Building Unit Allocation in accordance with Ordinance No. 1343, for costs incurred through October 2004. City further agrees to reimburse SLPG for costs approved by City pursuant the June 17, 2002 Agreement, on a current basis through funds collected through the Funding and Reimbursement Agreement for Development within the Spring Lake Specific Plan Area dated September 7, 2004, which includes both bond proceeds and shortfall monies collected from parties to the September 7, 2004 Reimbursement Agreement.

3.12 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.13 Tentative Map Extension. Notwithstanding the provisions of Section 66452.6 of the Government Code, no tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be granted an extension of time except in accordance with the Existing Land Use Regulations.

3.14 Vesting Tentative Maps. If any tentative or final subdivision map, or tentative or final parcel map, heretofore or hereafter approved in connection with development of the Property, is a vesting map under the Subdivision Map Act (Government Code Section 66410, et seq.), the provisions of this Agreement shall supercede and be controlling over any conflicting provision of such vesting map.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs which will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER which should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Fiscal Deficit Mitigation Fee. The fiscal impact analysis for the Spring Lake Specific Plan concludes that the revenues generated by the Plan are inadequate to provide the required public services to future inhabitants of the Plan area and, therefore, without a financial commitment from OWNER and all developers within the Plan Area, implementation of the Plan will be inconsistent with certain General Plan fiscal policies. As mitigation for this fiscal deficit, OWNER shall pay a Fiscal Deficit Mitigation Fee as a condition of obtaining a building permit for construction on the Property in the amount of \$1,500 per dwelling unit equivalent ("DUE") as defined in the Plan as follows:

1.00 DUE per each R-3, R-4, R-5 and R-8 unit;

.70 DUE per each R-15, R-20, and R-25 units; and

1.20 DUE per 1,000 square feet of Neighborhood Commercial.

4.3 Development Impact Fees. OWNER shall be subject to and shall timely pay CITY'S Major Projects Financing Plan ("MPFP") Fee and the Spring Lake Infrastructure Fee ("SLIF"), as they may be amended from time to time.

4.4 Acceptance of Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in the Agricultural Mitigation Program. CITY hereby agrees that, the Merritt Easement as described in Exhibit "E" and depicted on the map as Exhibit "F" attached hereto, meet the criteria set forth in the Agricultural mitigation program. Further, the City agrees that the Easement areas are "stacked" as provided in the Agricultural Mitigation Program, in satisfaction of the requirement for mitigation of agricultural uses as well as Swainson's hawk habitat in their current, undeveloped

condition, the parcels proposed for agricultural conservation easements described in Exhibit "E" and depicted on the map at Exhibit "F" attached hereto, meet the criteria set forth in the Agricultural Mitigation Program. Further, CITY agrees that the Easement areas may be "stacked" as provided in the Agricultural Mitigation Program, to satisfy the requirements for mitigation of agricultural uses as well as Swainson's hawk habitat. CITY agrees that the DEVELOPER has fulfilled the obligation set forth in mitigation measures 4.2.1 and 4.5-4 of the Spring Lake Specific Plan Mitigation Monitoring Plan through recordation of this easement.

4.5 Managing Entity. CITY agrees that an appropriate entity to hold and manage the Easements for their intended purposes is the Yolo Land Trust (the "Trust"), which is a qualified non-profit entity formed for the purpose of accepting and managing such easements. [Delete if Easement has recorded]

4.6 Grant of Agricultural Conservation Easements. Prior to submittal of the first final map and improvement plan package to CITY, OWNER shall provide to CITY executed Easements, conserving the parcels described and depicted on Exhibits "E" and "F," in recordable form for recording with the Yolo County Recorder. Under the terms of any such easement, CITY shall have no responsibility for the payment of any portion of the required endowment fee. OWNER is responsible for all escrow costs in association with establishment of easements, including but not limited to title insurance. [Delete if Easement has recorded]

4.7 Department of Fish and Game Approval (deleted)

4.8 Other Environmental Compliance. OWNER represents to City that OWNER has conducted a thorough literature review and multiple surveys of the Property to determine the presence of special-status species other than the Swainson's Hawk, a summary of which is attached hereto as Exhibit "E." OWNER represents to CITY that OWNER'S review and surveys were performed by properly trained experts using proper protocol. Based upon such representations, City agrees to not impose mitigation requirements for special-species status upon the development of OWNER'S Property other than those contained in the Mitigation Monitoring Plan and the Spring Lake Specific Plan, unless City is legally required to do so by a State or Federal governmental agency.

4.9 Building Unit Allocations. CITY hereby agrees that CITY'S Building Unit Allocation Program for the Spring Lake Specific Plan (Ordinance No. 1343) shall not be amended in any manner which would reduce the number of Building Unit Allocations allocable to the Property, at the times and in the manner as provided in the Ordinance.

4.10 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY's sole discretion, within 15 days of receipt of written demand from CITY. A map showing the preliminary location of these rights of way and easements is attached hereto as Exhibit "H".

4.11 Assigned Building Unit Allocations. OWNER agrees that CITY shall not approve any final map unless each lot to be subdivided thereby has a building unit allocation assigned to it, with the following exception: In the event that a final map includes lots, for which at the time of recordation, OWNER does not currently have BUA's but are integral to the final map (e.g. part of a cul de sac which includes lots which have BUA's) OWNER may record a

deed restriction in which case a BUA will not be required for those lots in order for the final map to be approved. At such time as additional BUA's are available and assignable to Property, CITY agrees to release the Deed Restriction upon request of OWNER. At the First Release of BUA's CITY released 179 BUA's to Property pursuant to Woodland City Code Section 26-2-20, of which 163 remained on the Property. OWNER assigned 111 of the 163 BUA's for the property to the Russell Ranch North East Vesting Tentative Subdivision Map No. 4650 and Subdivision No. 4736. OWNER assigns the remaining 52 First Release BUA's to Heritage Remainder Area Vesting Tentative Subdivision Map Subdivision NO. 4784, as will be further assigned with recordation of final maps.

4.12 Inclusionary Housing Agreement. Owner has entered into an Inclusionary Housing Agreement dated July 19, 2005 which provides for 3 affordable units, which fulfills the affordable housing requirement for 23 market rate units. Prior to submittal of a final map and improvement plan package to CITY, which is not covered by an Inclusionary Housing Agreement, OWNER and CITY shall enter into an Inclusionary Housing Agreement, or alternate agreement with CITY approval, consistent with the Spring Lake Specific Plan Affordable Housing Plan

4.13 Payment of Off-Site Affordable Housing Fee. OWNER shall pay the Spring Lake Off-Site Affordable Housing Fee in the amount of \$1,100 per market-rate single family unit as required by the SLSP and SLSP Affordable Housing Plan. This fee shall be payable to the Redevelopment Agency of the City of Woodland, and shall be due in full prior to approval of each final map. If the interest rate or other assumptions used in the Off-Site Affordable Housing Fee's initial calculation should substantially increase in subsequent years, the City Council may approve a change to the amount of the fee. City Council may reestablish the fee at an appropriate amount; however at no time shall the fee exceed \$1,300. An amendment of the development agreement is not required if applicant applies to amend SLSP to allow for alternative provision for the 74 off-site affordable units.

4.14 Deferred Administrative Costs. Intentionally Deleted.

4.15 Funding for Public Transit. OWNER shall pay \$208.00 per "DUE" prior to approval of each final map, for the cost of providing buses. OWNER shall construct bus turnouts, bus pads, and access during construction of road and street improvements. In addition to the above, OWNER shall pay a pro rata share for the purchase and installation of shelters for the Plan area by participating in the Spring Lake Infrastructure Fee (SLIF). OWNER shall pay, prior to each final map approval, operations and maintenance shortfall costs as determined by CITY. OWNER'S pro-rata share shall be calculated on a dwelling unit equivalent ("DUE"), estimated to be \$35 per DUE.

4.16 "Affordable Cluster" Developments (deleted).

4.17 Habitat Monitoring and Farming Education. Notwithstanding Paragraph 8 of the Settlement Agreement respecting Yolo County Superior Court Case No. PT 02-90, OWNER shall pay its pro-rata share of the required "Monitoring Funds" and "Education Funds" (Settlement Agreement, Paragraphs 6 and 7), prior to approval of the first final subdivision map

on the Property. OWNER'S pro-rata share shall be calculated on a dwelling unit equivalent ("DUE") basis.

4.18 Fire Station Operational and Emergency Vehicle Access. Fire Station operational and emergency vehicle access shall be provided to coincide with the SLSP Fire Station becoming operational —For access to the SLSP Fire Station- The following condition shall apply: East boundary of the tentative map to Pioneer Avenue- Parkway Drive shall be constructed to include two 12-foot lanes, with 6' shoulders at OWNER'S expense, pursuant to the Funding and Reimbursement Agreement for Development within the Spring Lake Specific Plan Area dated September 7, 2004 . If full ROW can be obtained, OWNER has the option of constructing Parkway Drive to include full roadway improvements from the south back of curb to the north back of curb.

4.19 Potential Future Modifications to East Regional Detention Basins. OWNER shall pay its pro-rata share of the cost to modify the East Regional Detention Basins and/or construct additional storm water facilities to mitigate the impact to the Cache Creek flood plain associated with construction of the East Regional Detention Basins, if CITY determines such modification is necessary. The basis for financing these facilities shall be identified in a nexus study to be prepared and approved by CITY.

4.20 Spring Lake Village Center. If the Spring Lake Village Center is not part of a submitted Tentative Map, OWNER shall acquire and/or dedicate all necessary land and required right of way for the Spring Lake Village Center (including but not limited to the property for the fire and Central park sites) within one (1) year of Project Development Agreement approval or as determined by the CITY. If SLIF and MPFP fees are not sufficient because construction has not begun within the Spring Lake Specific Plan, and other funding is not available, OWNER shall participate in providing advanced funding to the CITY for the site design of the 4-acre Central Park site and the SLSP fire station, which funding shall be subject to reimbursement as funds are available. In addition, OWNER shall provide advance funds as necessary in order to demonstrate that the design of the neighborhood commercial is compatible with the Central Park and SLSP fire station design, if the neighborhood commercial center is not part of a submitted tentative map. OWNER agrees to participate in advancing funds to fund construction of the SLSP fire station subject to availability of Major Project Financing Plan (MPFP) AB 1600 funds. CITY agrees that funds generated by development of the Spring Lake Specific Plan Area shall be applied first to fund the SLSP fire station. OWNER agrees to fund construction of the 4-acre Central Park subject to availability of the Spring Lake Infrastructure Fee (SLIF). Property acquisition, site design and construction of the Central Park are subject to reimbursement as determined by the CITY. An amendment of the development agreement is not required if the SLSP is amended to modify Central Park timing or if a fire station study indicates that a delay in the SLSP Fire Station is warranted then property acquisition may be delayed accordingly.

4.22 113 Overpass Funding. OWNER shall be subject to any future adjustment of infrastructure fees made necessary to pay for construction of the 113 overpass at such time the need for such construction is triggered as identified in the Specific Plan EIR and Mitigation Monitoring Plan. Such future adjustment shall be based on a nexus study to be prepared and approved by CITY. Any such fee increase shall not be retroactive to prior issued building permits.

4.23 Financing Plan Cost Estimates. OWNER acknowledges and agrees that the cost estimates contained in the Spring Lake Specific Plan Financing Plan and Capital Improvement Plan (CIP) are estimates only, and that OWNER shall pay its share of the costs of improvements and amenities identified in the Financing Plan in amounts to be determined by CITY, which may be more or less than the estimates contained in the Financing Plan.

4.25 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY'S determination, in its sole discretion, that sufficient progress is being made on construction of off-site sewer a storm drainage infrastructure serving development of OWNER'S Property.

4.26 In order to utilize the assigned Building Units on the Heritage Remainder Area Subdivision and to achieve the density goals of the Spring Lake Specific Plan, may transfer of up to 18 units to the R-15 site thereby permitting a maximum of 119 units. This total excludes density bonuses granted pursuant to Stage law.

4.27 Fire Department Operation and Maintenance Funding. Until the SLSP fire station becomes operational, OWNER shall contribute, at time of each final map approval, a fire suppression fee of \$771 dollars per "DUE" to ensure fire protection for the Spring Lake area at date of first occupancy (MM 4.3.1(b)). CITY shall establish a funding mechanism to collect fire suppression fees from future development in the City and shall reimburse OWNER [or current owner of property] the difference between OWNER'S fair share of such cost, as determined by CITY, and the \$771 DUE fee.

4.29 County Road 101. The first final map in the Specific Plan area that triggers a connection to CR 25A, via CR 101 as a condition, will be required to improve CR 101 from the northwest corner of the Beeghly property to CR 25A. The existing CR 101 shall be evaluated for roadway condition at the time the CR 25A road improvements are required. OWNER shall pay for a roadway and pavement evaluation for the purpose of assisting the City Engineer in identifying the most cost effective type of permanent or interim improvements needed. The CITY has the option to perform the evaluation. This connection shall be subject to future reimbursement on a pro-rata basis as determined by the CITY as additional final maps within the SLSP are approved. Any amount which has not been reimbursed prior to the Second Release will be made by the Second Release property owners, as set forth in Section 3.9.

4.30 Highway 113/ County Road 25A. The first final map in the Specific Plan area that triggers a connection to CR 25A, via CR 101 as a condition, will be required to improve CR 25 A from CR 101 to Highway 113. The existing roadway east of Highway 113 shall be evaluated for roadway condition at the time the CR 25A road improvements are required to determine the point of connection and necessary improvements. OWNER shall pay for a roadway and pavement evaluation for the purpose of assisting the City Engineer in identifying the most cost effective type of permanent or interim improvements needed. The CITY has the option to perform the evaluation.

This connection shall be subject to future reimbursement on a pro-rata basis as determined by the CITY as additional final maps within the SLSP are approved. Any amount which has not been reimbursed prior to the Second Release will be made by the Second Release property owners as set forth in Section 3.9.

4.31 Public Art. OWNER shall incorporate at least one public art feature from a commissioned artist. The maximum dollar amount shall be \$60,000 for the entire Russell Property of which \$30,000 has been paid. Public art can be incorporated into the subdivision amenities or into one of the SLSP Landmark / Monumentation entryway features. This artwork is intended to be in addition to other required subdivision features (i.e. neighborhood entry features and roundabouts features). The theme and conceptual design of public art feature(s) shall be approved by the Planning Commission. CITY agrees that in the event CITY institutes a City wide or a Specific Plan wide fee for the purpose of funding public art, that OWNER shall be exempt from that fee as a result of this contribution.

5. FINANCING OF PUBLIC IMPROVEMENTS. CITY and OWNER will cooperate in the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. CITY also agrees that, to the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. The City Manager or his designee shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the good faith compliance by OWNER with the terms of the Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within 30 days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The City Manager shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the City Manager shall submit a report to the City Council setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the City Council finds on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the City Council makes a preliminary finding that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Council may modify or terminate this Agreement as provided in Section 6.4 and Section 6.5, subject to OWNER's opportunity to cure its default as provided in Section 8.4. If OWNER fails to timely cure pursuant to Section 8.4, or if CITY in its sole discretion determines that the default is not curable, CITY may proceed with modification or termination proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of such intention. The notice shall be given at least ten calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,

(c) Such other information as is reasonably necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the City Manager and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance,

shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the City Manager or City Council.

7. [RESERVED]

8. DEFAULT AND REMEDIES.

8.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action which arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

8.2 Specific Performance. The parties acknowledge that money damages and remedies at law generally are inadequate and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement and should be available to all parties for the following reasons:

(a) Money damages are unavailable against CITY as provided in Section 8.1 above.

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

8.3 Release. Except for non-monetary remedies, including the remedy of specific performance and judicial review as provided for in Section 6.5, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement.

8.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Subsection 6.5 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default. No building permit shall be issued or building permit application accepted for any structure on the Property if the permit applicant owns and controls any property subject to this Agreement, and if such applicant or entity or person controlling such applicant is in default of the terms of this Agreement.

8.5 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

9. THIRD PARTY LITIGATION.

9.1 General Plan Litigation. CITY has determined that this Agreement is consistent with its General Plan, and that the General Plan meets all requirements of law. OWNER has reviewed the General Plan and concurs with CITY's determination.

CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial

determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

9.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action or proceeding, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action or proceeding.

9.3 Indemnity. In addition to the provisions of 9.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action.

9.4 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

9.5 Reservation of Rights. With respect to Sections 9.2, 9.3 and 9.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

9.6 Survival. The provisions of this Section 9 shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the Clerk of the Board of Supervisors within the period required by Section 65868.5 of the Government Code.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.7 No Third Party Beneficiaries. Except as provided in Section 10 relating to Mortgagees, this Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.8 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such

performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

11.9 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and, (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.10 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.11 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Yolo, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.12 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.13 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

11.14 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

11.15 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the City Manager, upon its execution of this Agreement, a

designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

11.16 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

CITY:

THE CITY OF WOODLAND
A Municipal Corporation

By: Matt Rexroad
MATT REXROAD, Mayor

Approved as to Form:

BEST, BEST & KRIEGER, LLP

By: Ann M. Siprell
ANN M. SIPRELL

Attest:

Sue Vannucci 4/18/2006
SUE VANNUCCI, City Clerk

DEVELOPER:

RUSSELL RANCH DEVELOPMENT INC., LLC.

By: Melanie Mathews
MELANIE MATHEWS, PRESIDENT

RUSSELL RANCH DEVELOPMENT INC., LLC.

By: David Taormino
D. DAVID TAORMINO, VICE PRESIDENT

**EXHIBITS ON FILE WITH THE COMMUNITY
DEVELOPMENT DEPARTMENT**

EXHIBIT A

[LEGAL DESCRIPTION OF PROPERTY—HERITAGE REMAINDER PARCEL]

EXHIBIT B

MAP OF PROPERTY (HERITAGE REMAINDER PARCEL) AND ITS LOCATION

EXHIBIT C

EXISTING DEVELOPMENT APPROVALS

Rezoning Ordinance No. ____

Vesting Tentative Subdivision Map No. 4784

Conditions of Approval (Russell Ranch NE Project) Approved 2/17/04

EXHIBIT D

EXISTING LAND USE REGULATIONS

Spring Lake Specific Plan (Adopted December 18, 2001 Resolution No. 4330 and Amended November 19, 2002 Resolution No. 4399 and December 12, 2002 Resolution No. 4406)

Spring Lake Specific Plan Design Standards (Adopted May 20, 2003- Resolution No. 4433)

Spring Lake Specific Plan Affordable Housing Plan (Adopted May 20, 2003- Resolution No.4438)

Spring Lake Specific Plan Agricultural Land Mitigation Program (Adopted February 18, 2003 Resolution No. 4421 and Amended November 18, 2003 Resolution No.4492)

EXHIBIT E

LEGAL DESCRIPTION OF AGRICULTURAL CONSERVATION EASEMENT(S)

EXHIBIT F

MAP OF LOCATION OF AGRICULTURAL CONSERVATION EASEMENT(S)

EXHIBIT G

MEMORANDUM OF AGREEMENT

EXHIBIT H

MAP OF LOCATION OF EASEMENTS AND RIGHTS OF WAY

ATTACHMENT A

**BEING ALL OF DESIGNATED REMAINDER AS SHOWN ON SUBDIVISION
MAP NO. 4650. FILED IN THE OFFICE OF THE YOLO COUNTY
RECORDER, IN BOOK OF MAPS, AT PAGES 115-120 & BEING A PORTION
OF THE EAST HALF OF SECTION 10, T. 9N., R.2E., M.D.B.&M.**

ASSESSOR'S PARCEL NUMBER: 042-030-14

ORDINANCE NO. 1452

AN ORDINANCE AMENDING THE ZONING MAP
OF THE CITY OF WOODLAND FOR 115.63 ACRES (HERITAGE REMAINDER
AREA) LOCATED SOUTH OF EAST HERITAGE PARKWAY, WEST OF COUNTY
ROAD 102 AND NORTH OF COUNTY ROAD 25A

The City Council of the City of Woodland does ordain as follow:

Section 1: Amendment of Ordinance No. 1024

Ordinance No. 1024 as it may be amended to date is hereby amended by rezoning certain property located south of East Heritage Parkway, west of County Road 102, and north of County Road 25A, as shown on the attached exhibit to rezone. The Heritage Remainder property is located within the Spring Lake Specific Plan (SLSP) area prezoned for development (Ordinance No. 1346). Specifically for the ± 72.95 acres (Prezoned Single Family Residential (SLSP-PZ-MF); ± 33.86 acres will be rezoned Single Family Residential Zone (R-1) and ± 38.41 acres will be rezoned Large Lot Residential (R-R). For the ± 6.7 acres prezoned Multi-Family Residential (SLSP-PZ-MF) ± 8.22 acres will be rezoned (R-M). For the ± 2.0 acres prezoned Commercial (SLSP-PZ-C) ± 2.0 acres will be rezoned Commercial (C-1). For the ± 8.5 acres prezoned Open Space (SLSP-PZ-OS) ± 8.60 acres will be rezoned Open Space (O-S). For the ± 10.00 acres prezoned School (SLSP-PZ-PQP) ± 10.0 acres will be rezoned School (O-S).

Section 2: Severability:

Each section and each provision or requirement of any section of this Ordinance shall be considered separable and the invalidity of any portion of this Ordinance shall not affect the validity or enforceability of any other portion.

Section 3: Taking Effect:

This Ordinance shall take effect thirty (30) days after its passage and shall be published as required by law.

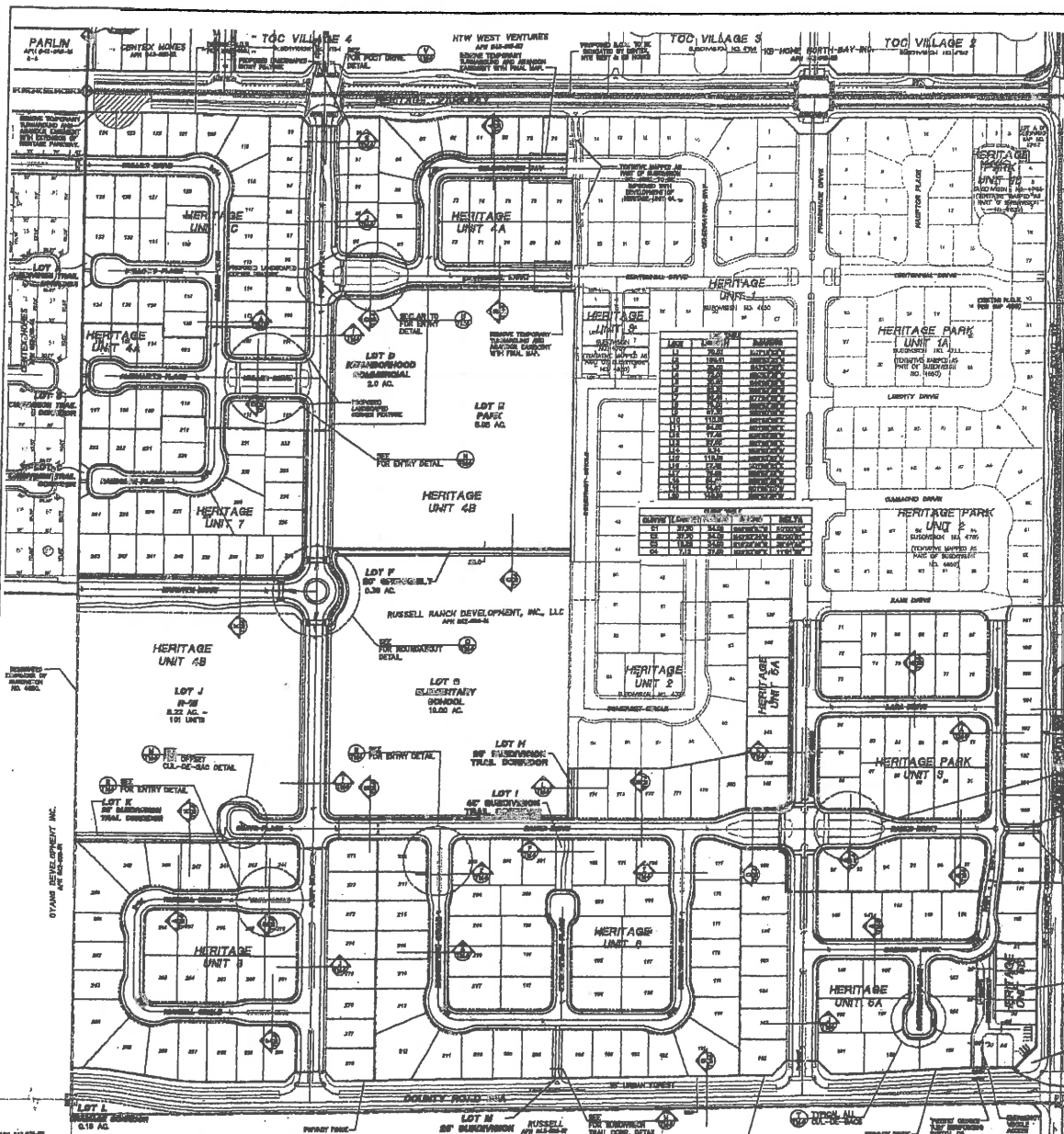
PASSED AND ADOPTED THIS 10th DAY January, 200~~5~~⁶ by the following vote:

AYES:	COUNCILMEMBERS:	Flory, Peart, Rexroad
NOES:	COUNCILMEMBERS:	Pimentel
ABSENT:	COUNCILMEMBERS:	Monroe
ABSTAINING:	COUNCILMEMBERS:	None


MATT REXROAD, MAYOR

ATTEST:


CITY CLERK



GENERAL NOTES

OWNER / DEVELOPER:
RUSSELL RANCH DEVELOPMENT INC., LLC
171 COURT STREET
WOODLAND, CALIFORNIA 95693
(925) 566-0000

CIVIL ENGINEER:
STEVE GREENFIELD, P.E.
CUNNINGHAM ENGINEERING
2344 BRADY STREET
DUBLIN, CALIFORNIA 94568
(925) 566-0000

ADJACENT PARCEL No.
94-004-14

AREA:
116.8 ACRES

EXISTING ZONING:
C.D.S. 1.6, R.A. 1.6

PROPOSED ZONING:
C.D.S. 1.6, R.A. 1.6

**DOMESTIC WATER, SANITARY
SEWER AND DRAINAGE:**
CITY OF WOODLAND

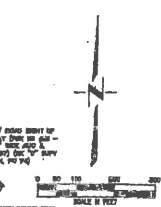
ELECTRICITY & GAS:
PG&E
CABLE TELEVISION:
CHARTER COMMUNICATIONS

NOTES:
THE STREET NAMES SHOWN ON THIS MAP HAVE BEEN
SUBMITTED TO THE CITY OF WOODLAND FIRE
DEPARTMENT FOR APPROVAL. THEY HAVE BEEN
SELECTED FROM THE APPROVED LIST OF MILITARY
NUMBERS AND HAVE THEIR LINES IN THE SERVICE OF
OUR COUNTRY, DATED 5-1-1945.

THIS TENTATIVE MAP CONFORMS WITH ALL
REQUIREMENTS OF THE STATE OF CALIFORNIA
SUBDIVISION MAP ACT.

THIS TENTATIVE MAP CONFORMS WITH ALL THE
REQUIREMENTS OF THE STATE OF CALIFORNIA
SUBDIVISION MAP ACT.

THIS TENTATIVE MAP HAS BEEN DRAWN ACCORDING
TO THE TENTATIVE MAP No. 408108 B.E.M. FILED.



PROJECT PHASING
THE SUBDIVISION WILL BE PHASED AS SHOWN HEREIN OR AS DETERMINED TO
BE SUBSTANTIALLY SIMILAR PHASING BY THE COMMUNITY DEVELOPMENT DEPARTMENT AND THE
CITY ENGINEER. LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 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FINDINGS AND CONDITIONS OF APPROVAL FOR RUSSELL RANCH (HERITAGE) REMAINDER AREA PROJECT (As recommended in the staff report to the Woodland Planning Commission for the November 17, 2005 hearing).

CEQA Findings:

1. On August 15, 2000 the City Council Certified the Turn of the Century FEIR (SCH #99022069; Resolution No. 4215 adopted August 15, 2000).
2. The City Council subsequently adopted the following CEQA Addendums to the Turn of the Century EIR: a) Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final SLSP; b) Addendum #2 (Resolution No. 4399 adopted November 19, 2002) for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata; c) Addendum #3 (Resolution No. 4406 adopted December 17, 2002) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC; and d) Addendum #4, April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property.
3. Section 65457(a) of the California Government Code and Section 15182(a) of the California Environmental Quality Act (CEQA) provides that no EIR or Negative Declaration is required for any residential project undertaken in conformity with an adopted Specific Plan for which an EIR has been Certified.
4. The EIR for the SLSP has been written to qualify all of the planned SLSP residential projects for this exemption, assuming they are consistent with the SLSP and that they fulfill all conditions and CEQA Mitigation Measures.
5. The SLSP requires that each development application include certain project-level and project-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation monitoring Plan (MMP). All the required studies have been submitted for the subject project, reviewed by staff, and the following conclusions reached: a) the studies satisfy the SLSP requirements; b) applicable requirements or conditions recommended in the studies have been included in the conditions of approval for the subject project; c) the studies identify no environmental circumstances specific to the subject site or the proposed project that were not previously anticipated and addressed in the original EIR and later addendums.
6. The City of Woodland hereby finds that these studies provide the substantial evidence demonstrating that the project as conditioned is consistent with the adopted Specific Plan and fulfills all conditions and CEQA Mitigation Measures
7. Therefore, pursuant to Section 65457(a) of the California Government Code and Section 15182(a) of the CEQA Guidelines, no other CEQA clearance is required for the City to take action to approve this project.

General Plan Consistency Findings:

1. The project is consistent with the General Plan.

Specific Plan Consistency Findings:

1. The project is consistent with the policy language (goals, policies, and objectives) of the SLSP.
2. The project is consistent with the land use designations, roadways, and bike paths identified in the SLSP.
3. The project is consistent with the Land Use Summary and other relevant Plan text throughout the SLSP.
4. The project is consistent with the Development Regulations in the SLSP, including a determination of substantial consistency with Regulations 2.6, 6.1, 6.4, and 6.7 based on language in Section 4.29 of the Development Agreement which precluded submittal of Final Maps until infrastructure plans are completed and tentative maps made consistent, if applicable.
5. The project is consistent with the figures and tables in the SLSP.
6. The project is consistent with the SLSP Design Standards and SLSP Affordable Housing Plan.

Zoning Consistency Findings:

1. R-1 and R-R zoning is identified on page 2-22 of the Specific Plan as a consistent zone within the R-3 and R-4 Specific Plan land use categories.
2. R-M zoning is identified on page 2-22 of the Specific Plan as a consistent zone within the R-15 Specific Plan land use category.
3. O-S zoning is identified on page 2-22 of the SLSP as a consistent zone for park, subdivision trail/greenbelt areas.
4. C-1 zoning is identified on page 2-22 of the SLSP as a consistent zone for the Neighborhood Commercial (NC) land use category.
5. The project, as conditioned, meets all applicable regulatory requirements of the Zoning Ordinance.

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Tentative Subdivision Map Findings:

1. The tentative map is consistent with the goals and policies of the General Plan and Specific Plan.
2. The tentative map is in conformance with the applicable provisions of the Subdivision Ordinance and Zoning Ordinance of the City.
3. The tentative map is in conformance with the Subdivision Map Act.

Findings Related to Community Design Guidelines:

1. The project substantially satisfies the requirements of the Community Design Guidelines.

Findings Related to Other Regulatory Requirements:

1. The project substantially satisfies the relevant requirements of the City's Standard Specifications and Details.
2. The project substantially satisfies the Infrastructure Master Plans for streets, water, sewage, and storm drainage.
3. The Development Agreement satisfies the City's Development Agreement Resolution and the requirements of State law.

CONDITIONS OF APPROVAL: The following conditions shall be fully satisfied prior to acceptance of final map (unless otherwise stated).

Community Development Department:

1. The project is as described in the staff report for the Russell Ranch (aka Heritage) Remainder Area Map (TSM#4784) prepared for the November 17, 2005 Planning Commission. The project shall be substantially (as determined by the City) constructed as depicted on the maps and exhibits included in the November 17, 2005 staff report for the Russell Ranch (aka Heritage) Remainder Area Map, except as modified by these Conditions of Approval.
2. The applicant shall hold harmless the City, its council members, officers, agents, employees, and representatives from liability for any award, damages, costs, and fees incurred by the city and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of the permit. Applicant further agrees to provide a defense for the City in any such action.
3. Landscaping design, materials, installation, and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1

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and 4.16 (Tree Canopy Requirement), 2.22 (Drought-Tolerant Plantings), 4.17 (Timing of Landscaping), 4.17.1 (Landscaping at Intersections), 4.18 and 4.19, and 7.13.

4. The minimum paved section for any combined pedestrian/bicycle (multi-use) pathway is 10-feet, plus a two-foot clear area on either side, for a total of 14 feet (Development Regulation 4.19.1). Pathways shall be designed to satisfy and fully implement Development Regulation 4.21, 4.26, 4.27, and 5.26.
5. Drainage of vacant parcels shall be maintained so as not to cause erosion or run-off problems.
6. The location of all utility structures shall be coordinated with and depicted on the landscaping plan. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and/or in landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. The applicant and the City shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (Connectivity) 2.21 (Utility Facilities), and 6.17 through 6.19. Light poles shall not be located so as to conflict with the planting or future growth and shading of trees throughout the site.
7. A design for fencing along Heritage Parkway, County Road 25A and the west property boundary adjacent to the Beeghly property shall be submitted to the Community Development Director and Public Works Director for approval. This design along Heritage Parkway shall satisfy the requirements of the SLSP Design Standards (Section 6.2.2, Privacy Walls, see photograph and description). Fencing (over 3 ½ feet) for lots that side on to these trails shall be open type for the front portions of the side yard. A design for the masonry wall along CR 102 shall be submitted to the Community Development Director and Public Works Director for approval. This design shall satisfy the requirements of the SLSP (Development Regulation 2.32) and the Design Standards (Section 6.2.1, Masonry Walls). Pedestrian access shall be a minimum of 25-feet wide. Side "wing walls" shall be added to the masonry wall where the opening occurs to provide noise deflection for the yards of adjoining residences.
8. Sidewalk access for handicapped shall conform to federal, state, and local requirements pursuant to Development Regulation 4.9.4. Sidewalks shall be linear pursuant to Development Regulation 2.22.3 (Sidewalk Design).
9. Conceptual architectural plans and elevations shall be submitted for review and approval by City planning staff to ensure consistency with the Land Use Concept described on page 2-1 of the SLSP and the SLSP Design Standards. All mechanical equipment, whether roof-mounted or on the ground, shall be fully screened from view. All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling units shall be oriented towards the street pursuant to development Regulation 2.31 (Street Loading). Development Regulations 2.35.3 (Separated Entryways), 2.35.5 (Fireplace), 2.36 (Air

Conditioning), 7.7 (Wiring), 7.10 (Energy Efficiency), 7.16 through 7.18, 7.20, and 7.21.1 and 7.21.2 relating to energy conservation shall be addressed.

10. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 on page 2-21 of the SLSP.
11. Deed disclosures that satisfy Development Regulation 2.1 (Disclosures) and Regulation 2.2.2 (Agricultural Disclosures) shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips along Local Streets).
12. Mitigation for loss of agricultural land and Swainson hawk habitat in the form of land set-asides shall be fully executed and in place pursuant to Development Regulation 2.2 (Land set-Asides) and 7.2 related to the 1:1 mitigation requirement. Fully executed, meaning signed and recorded with the County. The Heidrick and Merritt property has been proposed for project mitigation.
13. The applicant agrees to fund, on a fair-share basis as determined by the City of Woodland's nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43), pursuant to Development Regulation 2.7 (Fair Share fees and Financing).
14. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to Development Regulation 2.8 (Infrastructure and Service Availability), 4.4 through 4.7 (Roadway Improvements), 6.24 and 6.25.
15. The applicant shall satisfy and fully implement Development Regulations 2.12 (Grading and Construction), 2.22-1 (Vertical Curb), 6.15 and 7.14 (Construction Recycling), 7.3 and 7.4 related to grading and construction.
16. Per Development Regulation 2.33 (Entry Features) and the Design Standards, the applicant shall identify neighborhood entry features to be located at the intersection of "East Heritage Parkway and Post Drive, and CR 25A and Promenade, and CR 25A and Post) If the design is substantially different from what was previously approved for East Heritage Parkway and Promenade, a design specification for these features shall be prepared for approval by the Community Development Director and Public Works Director. Prior to acceptance of Final Map, the applicant shall be required to submit a design theme for all entry features. The theme shall be consistent with the SLSP Design Standards and to the satisfaction of

Community Development Director Construction for each entry feature shall be timed to coordinate with each Final Map and improvements for each phase.

17. Pursuant to Design Standard 1.5 (Subdivision Trails), the width of Lots "A," "B," "C," shall be a minimum of 100-feet at the property line to match the Beeghly Subdivision Map. Lot "H," shall be a minimum of 40-feet from Heritage Parkway to the Park site (Lot E). Lots "I," "K," "M," and "O" shall be a minimum of 25-feet with a 6 foot wide side walk. Fencing (over 3 ½ feet) for lots that side on to trails shall be open type for the front portions of the side yard.
18. Pursuant to Development Regulation 4.26, greenbelts and pathways/trails shall be constructed at the same time (or earlier) as adjoining dwelling units. Lot F shall be developed concurrently with the Park site or School site, whichever is developed first.
19. Pursuant to Development Regulation 4.17, street landscaping must accompany street construction for both partial (interim) and full cross-sections. Landscaping is not allowed to be deferred.
20. Deeds for the affordable units shall be restricted to qualified buyers pursuant to the SLSP Affordable Housing Plan. Affordable units shall be constructed at the same time (or earlier) as adjoining market-rate units pursuant to Development Regulation 3.2.
21. The Off-Site Affordable Housing Fee shall be paid for each single-family market rate unit.
22. Ten percent of all single-family units shall be designated affordable units. $385 \text{ lots} \times 10\% = 39 \text{ units}$ (calculation includes S-3 & R-4 lots in Heritage Units 1 & 2 and Heritage Park Units 1A & 2). Heritage Unit 3 and Heritage Park Unit 1B provide 20 of the 39 required affordable units. Heritage Unit 5B on the Heritage Remainder Tentative Map provides 8 affordable units for a total of 28 for the entire 162 acre Russell property. The balance of required affordable units for the single family requirement (11) shall be provided in the R-15 development. Affordable units must be provided within each land use category or as required per Development Regulation 3.12.
23. Prior to the City approving the applicant's Final Map, the applicant and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by the City, shall be consistent with all applicable provisions of the SLSP AHP, and shall contain language inclusive of, but not limited to, the checklist on pages 7-10 of the SLSP AHP.
24. As allowed by the Affordable Housing Plan, affordable units may be smaller in square footage than the market-rate units to a minimum unit living area of 850 square feet. However, recognizing the need for some larger units for larger families, a mix of bedroom numbers and square footage among for-sale units is required.
25. The design of affordable units and the materials used in construction of affordable units shall be of an equal standard; however affordable for-sale units may feature different interior amenities than those of market-rate for-sale units.

26. Right-of-way at intersections with arterials and intersections with collectors sufficient to provide the required 6-foot pedestrian landing area and turn lanes without decreasing landscaping (Development Regulation 4.7.1) shall be provided to the satisfaction of the Public Works Director.
27. Where site work results in the discovery of cultural resources (e.g. buried prehistoric or historic finds), work shall halt immediately for a distance of 100 feet from the discovery site, and the project archeologist and Native American Heritage Commission shall be contacted. In any human bone is located, the Yolo County Coroner must also be notified. The mitigation protocol identified in the Mitigation Monitoring Plan shall be implemented (MM 4.10-1).
28. The applicant shall submit for approval by the Community Development Director and Public Works Director a design detail that addresses the safe routing of bicycles and pedestrians from those points where greenbelts/trails intersect mid-block at an arterial and/or collector, to the nearest signal/crosswalk.
29. The applicant must comply with the requirements of the SLSP Nexus Study.
30. Pursuant to Mitigation measure 4.5-3(a), thirty (30) days prior to commencement of grading or any site-work, the applicant shall have prepared and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then mitigation measures 4.5-3 (b-d) of the Spring Lake Specific Plan Mitigation Monitoring Plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.
31. Each landowner or applicant shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding-season (March 1 through September 15). This survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that the proposed activity is planned to begin to determine if any nesting birds-of-prey would be affected.
32. In accordance with Fish and Game Code Section 1900 et.seq, DFG shall be given a minimum of 10-day notice prior to site grading or development to allow for salvage of any San Joaquin saltbush plant materials (MM 4.5-1).
33. Privacy fencing along arterials shall be constructed of suitable materials and in a suitable manner to be consistent with the Design Standards, but also meet specifications to provide appropriate noise attenuation. The design specifications for these fences shall be submitted for staff approval and shall require written sign-off by the project noise engineer.
34. Final lots that have "second units" will be identified in conjunction with the required review of architectural plans and elevations .

35. Approval of a final map requires that all lots shall have a building unit allocation (BUA) assigned or carry a deed restriction prohibiting issuance of a building permit until said lot(s) have BUAs assigned. Lot J is exempt from the BUA Ordinance and may be developed at an R-15 density of 8.22 acres resulting in 123 units, excluding density bonuses.
36. Applicant shall comply with Air Quality Management District directives for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction (SLSP page 7-4 [Reg. 7.3]).
37. Prior to each construction season each landowner or applicant with a project under construction shall consult with, and implement the recommendations of, the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.
38. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan (MM 4.13-18).
39. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP page 7-4 [Reg. 7.4]).
40. Provisions in the CC&Rs shall be adopted that prohibit recreational vehicle parking in the front yard longer than 24 hours. This provision shall be enforced through mechanisms established in the CC&Rs.
41. Provisions in the CC&Rs shall be adopted that prohibit garages from being converted to residential use except for a model home sales office. When the sales office is vacated it must be converted back to a garage. This provision shall be enforced through mechanisms established in the CC&Rs.
42. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of colors on residential structures. This provision shall be enforced through mechanisms established in the CC&Rs.
43. Applicant shall comply with required lot width variation as noted on the tentative map and require that each block have some lots widths that vary per SLSP requirement (SLSP page 2-39 [Reg. 2.35.5]). This requirement shall be demonstrated at the first final map approval on the property.
44. Off-site improvements must satisfy the requirements of the SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.
45. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23, 6.31 and 6.45.
46. Where greenbelts and/or subdivision trails cross streets (i.e. Post Drive and Banks Drive), enhanced 10' crosswalks (e.g. decorative stamped concrete) shall be installed. The Public Works Conditions of Approval for additional conditions on these decorative features.

47. Decorative features, including landscaping and structures, using the same theme as the Neighborhood entryway features shall be provided on the roundabout.
48. Pursuant to Development Regulation 8.2, when triggered, construction of a neighborhood park shall be completed within 15 months. Park development shall be consistent with Development Regulation 5.8, 5.9, 5.10 and 5.11.
49. Street Trees for Promenade Drive and Post Drive shall be approved by the City and shall have a continuous Street Tree theme that meets the intent of Design Standard 6.3.1.
50. For the purposes of meeting the affordable housing requirement for the Heritage Remainder Area project, staff recommends a combination of the use of in-lieu fee/transfer option and finds it consistent with the Spring Lake Specific Plan, Affordable Housing Plan and the City's Affordable Housing Ordinance for the R-15 affordable housing unit cluster project proposed at the southeast corner of the project site, and for the 11 affordable housing units proposed for transfer to the R-15 site. This approval is based on the following principles: 1) that while the Specific Plan specifically allows for affordable housing to be provided in clusters, alternative housing options should be made available throughout the SLSP; and 2) that the SLSP has a policy within these zones and permits the relocation of the affordable units off-site and/or use of in-lieu fees. As an additional benefit, the in-lieu funds will support the feasibility of pending affordable housing projects. With this condition, the affordable cluster housing area at the southeast corner shall be relotted to R-3 lots subject to staff approval, or can remain as a market rate cluster, if it is demonstrated that the R-3 cannot be relotted (due to design or other considerations).

Final Map and Improvement Plans:

51. All maps and plans shall comply with the City's electronic submission ordinance.
52. The tentative map shall be revised as required by conditions of approval and resubmitted for approval.
53. The unit boundaries shown on the tentative map do not match the Illustration of Phasing 10/17/05 submittal. The tentative map should be revised to accurately reflect the unit boundaries.
54. The tentative map streets should include earlier naming designations in parentheses, e.g. "(Collector 1)". A revised tentative map showing approved street names along with prior designations should be submitted for approval.
55. Post Drive should be changed to Meikle for consistency. Naming convention precludes changing the name of a through street.
56. All street names shall be approved by the City of Woodland Fire, Public Works and Community Development Departments prior to final map approval.

57. The first final map submitted with Heritage Parkway frontage shall clearly show revised corner geometrics at Post Drive and the right-of-way (ROW) to be abandoned with the map (correcting ROW discrepancy shown on Final Map No. 4650 at this location).
58. Final maps with frontage along County Road (CR) 102 shall indicate a relinquishment of access rights onto CR 102 with the exception of Lot "O" which may have pedestrian access only.
59. Final maps with frontage on public open-space including greenbelts and parks shall identify a relinquishment of access rights onto the public open-space.
60. Final maps with frontage on Heritage Parkway shall indicate a relinquishment of access rights onto Heritage Parkway.
61. Final maps with frontage on CR 25A shall indicate a relinquishment of access rights onto CR 25A.
62. The final map which includes the intersection of CR 102 and CR 25A shall show a reservation of easement for a Spring Lake Gateway Entry Feature to be acquired from the Applicant with Spring Lake Community Facilities District funds.
63. Prior to approval of a final map, Applicant shall secure rights-of-way, and encroachment permits necessary to construct improvements associated with that final map.
64. Except where not possible or practical, right-of-way dedications shall be accomplished by final map.
65. Where improvements are constructed by Applicant which improvements benefit parties other than the Applicant, an appropriate reimbursement agreement may be drafted. The need for and terms of the reimbursement agreement shall be approved by the City Engineer.
66. If improvements are constructed and/or installed by a party or parties other than the Applicant, which improvements benefit Applicant's property, prior to approval of a final map on Applicant's property, Applicant shall pay a proportionate share of the costs of said improvements.
67. Prior to approval of a final map by City Council, the applicant shall pay all fees due at final map approval.
68. Prior to issuance of a building permit, the applicant shall pay all development impact fees, Spring Lake Infrastructure fees and any fees identified in the Development Agreement as due at building permit.

Street Improvements:

69. All proposed roads within the subdivision shall comply with the most recent updated version of the City of Woodland Standard Specifications & Details (February 2002) and any Addenda except as specified in the adopted Spring Lake Specific Plan and conditions set forth below.
70. Roadway geometrics and improvements including street cross sections, median design and placement, intersection geometrics, roundabout and bulbout details shall be approved by the City Engineer prior to submittal of each improvement plan and/or final map. Revisions may require changes to lotting layouts to accommodate designs.
71. Prior to submittal of improvement plans, a traffic-calming plan for the tentative map area shall be submitted to the City Engineer for review and approval.
72. Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA.
73. Construction of intersections requiring future signalization shall include the construction of underground portions of future traffic signals and the portions of above ground improvements as determined necessary by the City Engineer at the time of subdivision improvement plans.
74. A comprehensive signing and striping plan is required and shall be approved by the City Engineer. All signing and striping shall be in accordance with the City of Woodland Standard Specifications & Details (2002).
75. Prior to final map approval, the Applicant shall pay public transit fee of \$208.00 per DUE. Prior to final map approval, Applicant shall also pay a pro-rata share (based on DUE's) of operations and maintenance shortfall costs as determined by the City per the development agreement.
76. Improvement plans shall comply with the approved SLSP Transit Plan.

Pioneer Avenue:

77. Unless constructed by others, or otherwise approved by the City Engineer, upon approval of the first final map that triggers the 1000th DUE in the SLSP planning area (for properties east of Highway 113), the applicant shall widen Pioneer Avenue (southbound lanes) to full width from East Gibson Road to Collector 4 intersection. This construction shall be at Applicant's expense subject to reimbursement from the financing district.
78. The intersection of Pioneer Avenue and Collector 4/High School express shall include construction of signal improvements. Unless constructed by others or otherwise approved

by the City Engineer, at the time of the first final map which triggers the 725th DUE, the signal shall be constructed at applicant's expense subject to reimbursement from the financing district.

79. Unless constructed by others, or otherwise approved by the Fire Chief and City Engineer, upon approval of the first final map that triggers the 1000th DUE in the SLSP planning area (for properties east of Highway 113), the applicant shall construct Pioneer Avenue south of Farmer's Central Road with two paved 12-foot travel lanes with 4-foot paved shoulders for access to the fire station. This construction shall be at Applicant's expense subject to reimbursement from the financing district.

80. If Pioneer Avenue is not ready to be constructed by the final map triggering the 1000th DUE, Applicant shall, unless otherwise approved by the Fire Chief and City Engineer, construct interim access from the fire station to County Road 101 for operational and emergency vehicle access to the west. The interim construction shall consist of two paved 12-foot lanes with 4-foot paved shoulders each side. The interim connection to CR 101 requires partial improvements (two 12-foot paved travel lanes with 4-foot paved shoulders) of Farmers Central Road between Pioneer Avenue and CR 101 to provide access between the fire station Pioneer Avenue to the north. These improvements shall be constructed at the Applicant's expense subject to reimbursement from the financing district.

Farmer's Central Road:

81. A traffic signal at the intersection of Farmer's Central Road/Meikle Avenue (Collector 1) intersection shall be constructed by the first final map which triggers the 1400th DUE in the SLSP area east of Highway 113. If not constructed by others, the signal shall be constructed at the Applicant's expense subject to reimbursement from the financing district.

82. If an interim access from the fire station to County Road 101 is constructed, applicant shall improve Farmers Central Road between County Road 101 and Pioneer Avenue to include two paved 12-foot travel lanes

Gibson Road Improvements:

83. Applicant shall fund their prorated share of costs for the installation of frontage and landscape improvements along the south side of the roadway from Pioneer Ave. to SR 113. Costs shall be shared among Backbone Infrastructure Package 'B' participants, and may require some reimbursement from future property owners. Pro-rated shortfall amounts shall be determined by the Finance Director and may be based on BUA equivalent percentages. If not included in Package B, Applicant shall contract for design of improvements prior to approval of first final map.

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County Road (CR) 25A:

84. A final map on proposed Heritage Park Unit 3 shall trigger partial improvements of CR 25A from Promenade Drive to CR 102. Partial improvements shall consist of two 12-foot paved travel lanes with 4-foot paved shoulders on either side. This construction shall be at Applicant's expense subject to reimbursement from the financing district.
85. Final maps without CR 25A frontage but which trigger improvements to CR 25A for traffic circulation (as an alternative to the construction of Banks Drive and/or Marsten Drive west of the tentative map) shall construct partial improvements of CR 25A. Partial improvements shall consist of two 12-foot paved travel lanes with 4-foot paved shoulders on either side. This construction shall be at Applicant's expense subject to reimbursement from the financing district. Partial improvements may also include the installation of drainage facilities to serve properties to the west if design dictates placement of the drainage facilities within the partial street section.
86. A final map on proposed Heritage Unit 5A with units south of Banks Drive shall trigger full-width road improvement of CR 25A along the projected frontage of the final map. This construction shall be at Applicant's expense subject to reimbursement from the financing district.
87. Improvements to the intersection of CR 25A and CR 102 shall include the installation of underground facilities to accommodate the future signal and above ground facilities as necessary to accommodate the future signal as determined necessary by the City Engineer at time of improvement plans. This construction shall be at Applicant's expense subject to reimbursement from the financing district.
88. Final maps on proposed Heritage Unit 6 shall trigger the installation of the urban forest along CR 25A from the western boundary of the tentative map to CR 102.
89. The first final map on proposed Heritage Unit 8 shall trigger full-width road, landscaping and drainage improvements on CR 25A from the western boundary of the tentative map to CR 102.
90. Final maps on proposed Heritage Unit 6 shall trigger the installation of the urban forest along CR 25A from the western boundary of the tentative map to CR 102.
91. Revised tentative map shall add radius callouts to the centerline west of Post Drive; radii to be approved by City Engineer.

Heritage Parkway:

92. If not funded and secured through another financing mechanism, Applicant shall construct full-width improvements of Heritage Parkway from its current terminus to Pioneer Avenue. The temporary turnaround located at the northwest corner of the proposed tentative map shall be removed and the easement abandoned with the extension of Heritage Parkway to the west

of the project. This construction shall be at Applicant's expense subject to reimbursement from the financing district. If full-width right-of-way cannot be obtained, portions of interim/temporary roadway that must be removed for future median installation shall be a direct development cost and not reimbursable from the SLIF.

93. No parking shall be allowed on Heritage Parkway.

94. Final maps with frontage on Heritage Parkway shall indicate a relinquishment of access rights onto Heritage Parkway.

County Road (CR) 102:

95. If not already funded and secured through another financing mechanism used to fund SLIF improvements, a final map on proposed Heritage Park Unit 3 or Heritage Unit 5A shall construct street improvements and landscaping, including a masonry soundwall, on the west side of CR 102 along the projected frontage of the entire phasing unit shown on the tentative map. This construction shall be at Applicant's expense subject to reimbursement from the financing district.

96. Improvements to the intersection of CR 25A and CR 102 shall include the installation of underground facilities to accommodate the future signal and above ground facilities as necessary, up to and including signal construction, as determined necessary by the City Engineer at time of improvement plans. This construction shall be at Applicant's expense subject to reimbursement from the financing district per the terms of the project-level Development Agreement.

97. No parking shall be allowed on CR 102.

98. Final maps with frontage along County Road (CR) 102 shall indicate a relinquishment of access rights onto CR 102 with the exception of Lot "O" which may have pedestrian access only.

99. If Lot "O" is to serve as an overland drainage release outlet onto CR 102, drainage outlet details shall be shown on improvement plans for approval by the City Engineer.

Promenade Drive:

100. Final maps on the east side of the tentative map shall construct full-width improvements of Promenade Drive, including landscaping, for their projected frontage.

101. The first final map on proposed phasing unit Heritage Park Unit 3 or Heritage Unit 5A shall trigger a roadway connection on Promenade from its current terminus to CR 25A. This roadway connection shall accommodate two travel lanes with four-foot paved shoulders.

DATE _____

BY _____

Post Drive (Meikle):

102. Each final map with frontage on Post Drive shall trigger full-width improvements of Post Drive including landscaping on both sides along the projected frontage of the final map.
103. If Marsten Drive and a second access to Heritage Parkway to the west of the tentative map are not constructed at the time of the first final map with lots south of Muller Drive or development of the park, R-15 or school site as other than a school, then Post Drive shall be improved with a connection to CR 25A or to Banks Drive as a secondary access. This roadway connection shall accommodate two 12-foot travel lanes with 4-foot shoulders.
104. If not already constructed, the first final map in proposed Heritage Unit 8 of the tentative map shall trigger full-width improvements, including landscaping both sides, of Post Drive from the northern edge of the round-about at Marsten Drive (if not already constructed) to County Road 25A.

Marsten Drive:

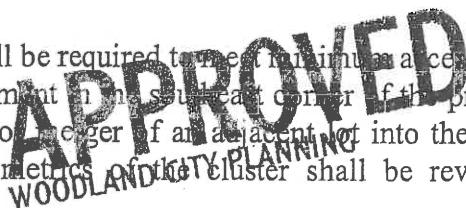
105. The first final map with units south of Muller Drive or development of the R-15, school or park sites shall trigger full-width construction of Marsten Drive including landscaping and greenbelt construction to the back on walk on the south side of Marsten.

Banks Drive:

106. Banks Drive construction shall be triggered by the first final map in Heritage Unit 6, as identified on the tentative map. Full-width improvements including landscaping on both sides shall be constructed along the projected frontage of any final map within Heritage Unit 6.
107. Improvements of two 12-foot travel lanes with four-foot shoulders may be constructed for roadway connections triggered by final maps without frontage.
108. If Marsten Drive and a second access to Heritage Parkway to the west of the tentative map are not constructed at the time of the first final map with lots south of Muller Drive or development of the park, R-15 or school site as other than a school, then Post Drive and Banks Drive may be improved as an alternative to CR 25A for secondary vehicular access. This improvement shall include as a minimum two 12-foot travel lanes and 4-foot paved shoulders on each side.

Private Drive off Comacho serving Cluster Development:

109. Additional frontage along Comacho Street shall be required to meet minimum access and site circulation criteria for the cluster development in the southeast corner of the proposed tentative map. This may include conversion or merger of an adjacent lot into the cluster area. Access, circulation and roadway geometrics of the cluster shall be revised as



necessary to meet the approval of the City Fire Chief, the City Engineer and the Community Development Director.

110. The cluster shall require a minimum of eight (8) parking spaces provided on-street or in a parking lot.
111. If the cross section (width) for the access road is less than the cross section for a local road as defined in the Spring Lake Specific Plan, the access road and parking lot shall be private and shall be subject to a Home Owner's Association (HOA) or similar mechanism for private maintenance and management.
112. Utility easements shall be defined on the final map. Utilities and related structures not maintained by the City shall be managed through an HOA or similar mechanism approved by the City Engineer.

Subdivision Trail north of Banks Drive:

113. The subdivision trail north of Banks Drive on the east side of the school shall be constructed with the first final map on proposed Heritage Unit 6.

Storm Drainage and Site Grading:

114. The grading and drainage plans submitted with the tentative map which show grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and including topographic information and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and drainage plans shall occur with subdivision improvement plans based on the requirements set forth in these Conditions of Approval. If the interim use of this site for drainage is allowed, it will be required to have joint recreational use in the form of temporary sports fields and will be allowed for a limited period of time, not to exceed five years.
115. A comprehensive storm drainage plan for the tentative map area shall be prepared by a registered civil engineer and submitted to the City Engineer for review and approval prior to submittal of the first final map and/or improvement plans.
116. The tentative map area storm drainage plan shall identify specific storm drainage design features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria, SLSP Infrastructure Study Report criteria, and City Standard Specifications and Details. The plan shall incorporate a secondary routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels,

structures and (detention basins if required). The tentative map storm drainage plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking.

117. The applicant shall pay the cost associated with all improvements required by the plan and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversized improvements on a pro rata basis per the project-level Development Agreement; the need for and terms of reimbursement agreements shall be determined by the City Engineer.
118. A topographic survey of the entire site and a comprehensive grading plan prepared by a registered civil engineer shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any.
A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Standard Specifications and Details (2002) for additional requirements.
119. An erosion and sedimentation control plan shall be included as part of the improvement plan package. The plan shall be prepared by the applicant's civil engineer and approved by the City Engineer. The plan shall include but not be limited to interim protection measures such as benching, sedimentation basins, storm water retention basins, energy dissipation structures, and check dams. The erosion control plan shall also include all necessary permanent erosion control measures, and shall include scheduling of work to coordinate closely with grading operations. Replanting of graded areas and cut and fill slopes is required and shall be indicated accordingly on plans, for approval by City Engineer.
120. If included in the tentative map area drainage plan and if the design is approved by the City Engineer, interim drainage of CR 25A may consist of roadside swales enhanced with native planting to provide water quality treatment and sediment control. If approved, the roadside swales shall be allowed to temporarily drain to the offsite agricultural interceptor ditch prior to construction of the proposed East Regional Detention Pond south inlet channel to be located on the City Regional Park site east of CR 102. This would be an interim solution until full-width construction of CR 25A is required.
121. If not already funded through other financing mechanisms used to fund SLIF improvements, full-width improvements to CR 25 shall include installation of storm drainage pipes sized to convey storm drainage from properties west of the project. This construction shall be at Applicant's expense subject to reimbursement from the financing district as set forth in the Development Agreement. At the discretion of the City Engineer, the drainage pipes may be temporarily plugged until storm drainage pipes from Heritage Unit 8 or properties west of the project are constructed and approved by the City Engineer,

interim roadside drainage may continue to be conveyed via roadside swales until the storm drainage pipes are actively used.

122. If not already funded through other financing mechanisms used to fund SLIF improvements, applicant shall fund the design and construction of the East Regional Detention Pond south inlet channel. The inlet channel construction shall be coordinated to accommodate active use of storm drainage pipes in County Road 25. This construction shall be at Applicant's expense subject to reimbursement from the financing district as set forth in the Development Agreement.
123. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.
124. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.
125. All projects shall comply with the City's Storm Water ordinance, which includes implementation of post-construction best management practices (BMP). Post construction BMP's shall be identified on improvement plans and approved by the City Engineer.
126. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Control Board prior to commencement of grading.
127. Applications/projects disturbing less than one acre of soil shall implement construction BMPs to prevent and minimize erosion during the construction phase. The improvement plans for construction of less than 1 acre shall include BMPs to be approved by the City Engineer.
128. Construction materials for storm drainpipes shall be pre-cast rubber-gasket reinforced concrete pipe in accordance with City Standard Specifications.
129. Landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.
130. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.
131. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.
132. All projects shall comply with the City's Storm Water ordinance which includes implementation of post-construction best management practices (BMP). Post construction BMP's shall be identified on improvement plans and approved by the City Engineer.

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133. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Control Board prior to commencement of grading.
134. Applications/projects disturbing less than one acre of soil shall implement construction BMPs to prevent and minimize erosion during the construction phase. The improvement plans for construction of less than 1 acre shall include BMPs to be approved by the City Engineer.
135. Construction materials for storm drainpipes shall be pre-cast rubber-gasket reinforced concrete pipe in accordance with City Standard Specifications.
136. Landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.
137. Applicants for projects draining into water bodies shall obtain a National Pollutant Discharge Elimination System (NPDES) Permit from the Regional Water Quality Control Board prior to commencement of grading.

Wastewater and Sewer Collection System:

138. The sanitary sewer plans submitted with the tentative map showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the sewer plan shall occur with the final improvements based on the requirements set forth in these Conditions of Approval.
139. A comprehensive sanitary sewer collection system plan for the tentative map shall be submitted for approval by the City Engineer prior to submittal of a final map and/or construction drawings for checking. A registered civil engineer for the project shall prepare the sewer collection system plan. The plan shall include final sizing and location of conveyance facilities, structures, and engineering calculations. The applicant shall pay the cost associated with all improvements required by the plan.
140. The property shall be connected to the City of Woodland sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland Standard Specifications and Details.
141. An appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro-rata basis per the project level Development Agreement.
142. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at manholes.
143. Reference the City of Woodland Standard Specifications and Details for additional requirements.

Water Infrastructure Conditions:

144. The utility plan submitted with the tentative map showing water routing, sizing and locations, is preliminary only and approval of the tentative map does not constitute approval of the utility plan. Final approval of water facilities shall occur with the final improvements based on the requirements set forth in these conditions of approval.
145. Prior to approval of the first final map, a comprehensive water system plan shall be prepared by a registered civil engineer for project, and shall be submitted to the City Engineer for review and approval. The plan shall include final sizing and location of conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate the plan area.

The applicant shall pay the cost associated with all improvements required by the plan, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement.

146. Prior to submission of improvement plans and final map, applicant shall fund a water distribution study to determine the water system facilities necessary to serve the tentative map. Applicant shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct offsite water improvements to connect to the City water distribution system.
147. All materials and installation of the water system shall be at the applicant's expense per City of Woodland Standard Specifications and Details.
148. If required, per the Subdivision Map Act, project Applicant shall obtain a Water Verification (WV) prior to approval of Final Map. Verification shall the following conditions:
- a. Actual water service to the subdivision will be predicated upon satisfaction of terms and conditions set by the water supplier.
 - b. The WV is non-transferable, and can only be used for the specific tentative map for which it was issued.
 - c. The WV shall expire along with the tentative map subdivision map if a final map is not recorded within time allowed under law.
 - d. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.
149. Applicant shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the SLSP.

150. The applicant shall identify proposed locations of water sampling stations to comply with City of Woodland Standard Specifications and Details.
151. Per City of Woodland Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the applicant's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
152. Per the City of Woodland Cross Connection Control Program, fire protection systems are required to maintain approved backflow prevention, at the applicant's expense. Required location, service size and flow-rate for the fire protection system must be submitted. Actual location is subject to the review and approval of the Public Works Department, Fire Department, and Community Development Department.
153. Applicant shall pay all required fees for processing final maps and improvement plans. Dependent on resources, it may be necessary to outsource public improvement plan review and inspection services. If required at final map and improvement plan submittal, the Applicant shall enter into an Advanced Funding Agreement for the payment of fees associated with the processing of plans and inspection of public improvements.
154. All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the City of Woodland Fire Department for approval prior to construction of the system. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Woodland Fire Department.
155. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.
156. When a median strip is to be installed in the center of a street; the fire hydrant will be spaced not more than 300 feet on both sides of the divider on the curb side of the street. Final approval and approval of any changes is the responsibility of the City Engineer.

General Public Works Conditions:

157. The conditions as set forth in this document are not all inclusive. Applicant shall thoroughly review all City, state, and federal planning documents associated with this tentative map and comply with all regulations, mitigations and conditions set forth.
158. Closure calculations shall be provided at the time of initial map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the

closure calculation print out. The point(s) of beginning shall be clearly defined and all lot acreage shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the subdivision map. Reference the City of Woodland Standard Specifications and Details for additional requirements.

159. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance.
160. Applicant shall be required to comply with the SLSP Final Environmental Report (FEIR) Mitigation Measures and Final Supplemental EIR relating to this project.
161. Developer shall document and show evidence that all tentative map conditions are met with submittal of final map.
162. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
163. A registered landscape architect shall design landscape and sound wall and privacy wall improvements and improvements shall be per the SLSP and other City Standards, as applicable.
164. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the Final Map and improvement plans.
165. All existing and proposed utilities within 100 feet of the project boundary shall be installed underground per the policies, ordinances, and programs of the City of Woodland and the utility providers.
166. Street lighting location plans shall be submitted and approved by the Department of Public Works, prior to approval of improvement plans and final recordation of Map.
167. Roads must be constructed and paved prior to issuance of any building permit. Under specific circumstances, temporary roads may be allowed, but must be approved by the City of Woodland Public Works Director and Fire Department.
168. Occupancy of residential or business units shall not occur until off-site improvements (water, sewer, streets, etc.) necessary to safely serve the subdivision have been accepted by the City Engineer as substantially complete and the unit has been issued a Certificate of Occupancy by the Chief Building Official. The City Engineer shall be the sole judge as to whether the on-site and off-site improvements are substantially complete and operational to safely serve the subdivision prior to issuance of a Certificate of Occupancy by the Chief Building Official. Applicants and or owners shall inform prospective buyers, lessees, or renters of particular units to be occupied of this condition.
169. If relocation of existing facilities is deemed necessary, the applicant shall perform the

APPROVED
WOODLAND CITY PLANNING

DATE _____

BY _____ Page 22 of 24

relocation, at the applicant's expense unless otherwise provided for through a reimbursement agreement. All public utility standards for public easements shall apply.

170. A Subdivision Improvement Agreement shall be entered into and recorded prior to construction of improvements, issuance of any building permits, or approval of a final map.
171. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
172. The applicant shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the Public Works Department.
173. A seven foot (7') public utility easement back of sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.
174. Prior to approval of a final map or improvement plans, Owner shall acquire all rights-of-way, easements and encroachment permits necessary to construct offsite and onsite improvements required by the final map.
175. Applicant shall pay appropriate reimbursements for benefiting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements.
176. The project is located within the boundaries of the Spring Lake Landscape & Lighting District (LLD) and is required to pay its fair share of maintenance and operation of landscaping and lighting facilities identified in the Engineer's Report for the LLD.
177. Applicants of multi-family residential, commercial and industrial projects shall provide refuse enclosure details showing bin locations and recycling facilities to the approval of the Public Works Department per the SLSP and SLSP Design Guidelines.
178. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans.
179. Prepare improvement plans for any work within the public right-of-way and submit them to the Public Works department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
180. Proposed street names shall be submitted to the City of Woodland Fire Department for approval.

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181. Conform to County Health regulations and requirements for the abandonment of any onsite septic tanks and/or water wells. Copies of completed permits shall be provided to the City of Woodland.
182. Encroachment permits, if necessary, shall be acquired from Yolo County.
183. All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.
184. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers.

Fire Department:

185. It is the preference of the Woodland Fire Department that fire hydrants shall be located at corners and intersections whenever practical for ease of access to firefighting operations.

Police Department:

186. The following shall apply to Lots A1-A8:
 - a. The concept of "affordable clusters" from a crime prevention standpoint we generally favor clusters that provide great visibility and much interaction among the residents. Open, well lit areas shared by the units are very desirable. The current lot layout creates back sides which are often garages are parking areas. Our preference for these areas is to encourage very short, straight shared drives off of main access routes that provide full circulation. This allows officers in cars to view the drive while on patrol, without having to drive in and out (which seldom happens). Also, for safety reasons, we do not like long - narrow drives where officers responding to calls have to pull in, and then "back out."
 - b. For the garage side (only access) of the residence we recommend short fences or fencing of some type which allows for natural observation. This approach encourages a sense of community in the neighborhood, which gives a shared sense of responsibility to the adjacent properties. Eyes on the street are important, most often a crime is committed by individuals who know the area.
 - c. Photometric data must be provided to indicate that the parking area will be equipped with the required minimum safety illumination. The current standard is one foot-candle per square foot of parking surface.

APPROVED
WOODLAND CITY PLANNING

BY _____

DATE _____

NO FEE DOCUMENT per Government Code 6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attention: City Clerk



Yolo Recorder's Office
Freddie Oakley, County Recorder
DOC- 2006-0016191-00

Acct 119-Woodland City
Tuesday, APR 25, 2006 11:47:00
Ttl Pd \$0.00 Nbr-0000637869
VRB/R6/1-6

MEMORANDUM OF AGREEMENT
Russell Ranch Development Agreement Ordinance No. 1453

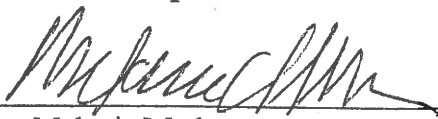
This Memorandum of Agreement is made and entered into by and between Russell Ranch Development, a Limited Liability Company ("Developer"), and the CITY OF WOODLAND ("City"), a municipal corporation organized and existing under the laws of the State of California, with respect to the following facts:

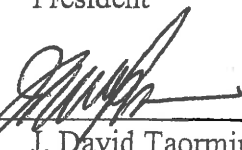
City and Developer hereby agree to be bound by all of the terms and conditions contained in the "Development Agreement Ordinance No. 1453 Between City of Woodland and Russell Ranch Development, LLC" dated 1/6/2006, the terms and conditions of which are made a part hereof as through fully set forth herein, and which Agreement controls the use and development of that certain real property, including any improvements and personal property, situated in the County of Yolo, State of California, described as follows:

Legal Description attached hereto as Attachment 1

Executed on this 17 day of January, 2006, at Woodland, Yolo County, California.

**Russell Ranch Development, Inc.,
A California Corporation**

By: 
Melanie Mathews,
Its: President

By: 
J. David Taormino,
Its: Vice President



CITY OF WOODLAND

By: Matt Rexroad
MATT REXROAD,
Mayor

ATTEST:

Sue Vannucci
SUE VANNUCCI, City Clerk
City of Woodland

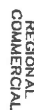
APPROVED AS TO FORM:

Ann M. Siprelle
ANN M. SIPRELLE, City Attorney

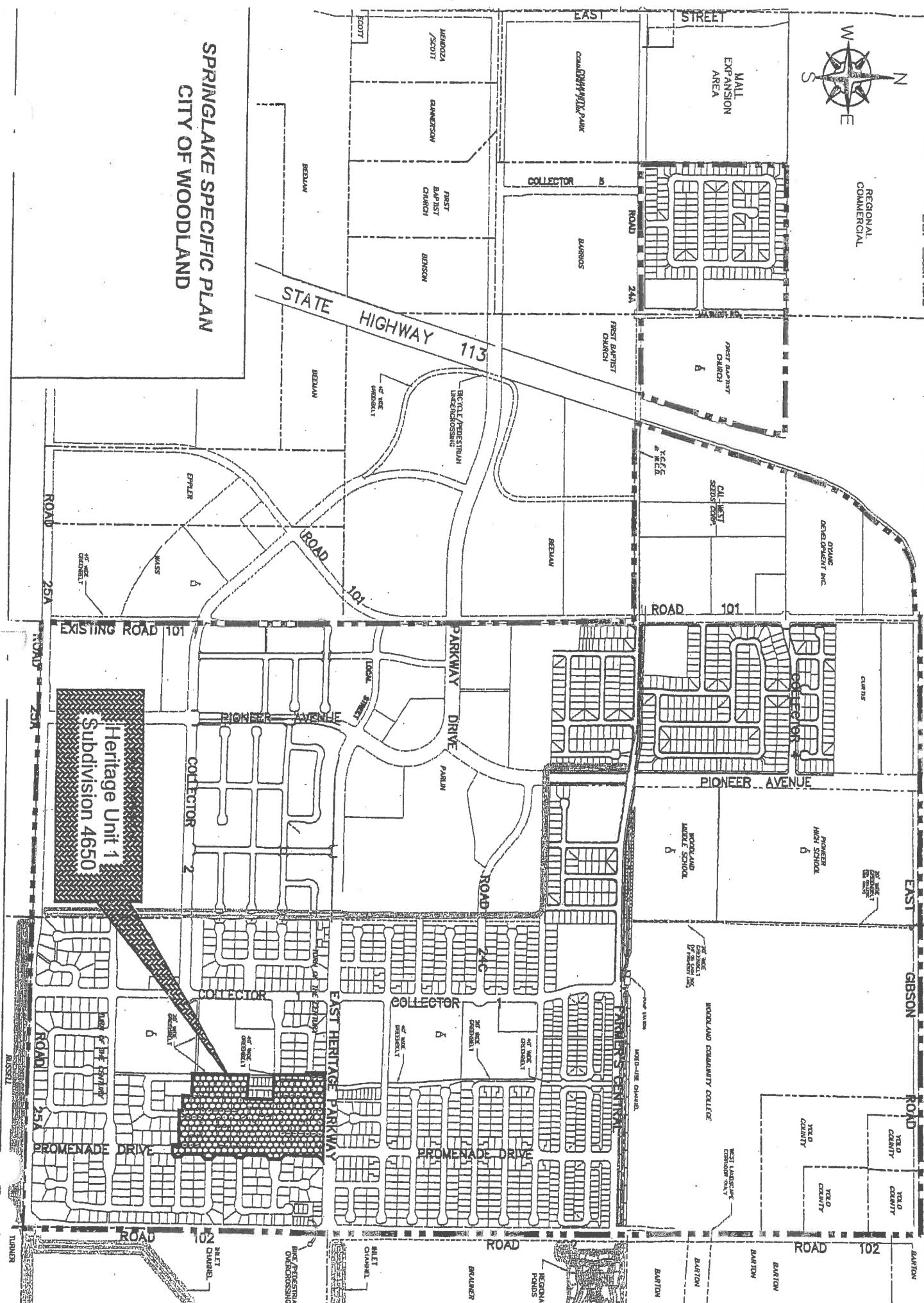
ATTACHMENT 1

**BEING ALL OF DESIGNATED REMAINDER AS SHOWN ON SUBDIVISION MAP
NO. 4650. FILED IN THE OFFICE OF THE YOLO COUNTY RECORDER, IN BOOK
OF MAPS, AT PAGES 115-120 & BEING A PORTION OF THE EAST HALF OF
SECTION 10, T. 9N., R.2E., M.D.B.&M.**

ASSESSOR'S PARCEL NUMBER: 042-030-14



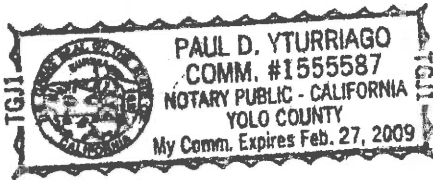
**SPRINGLAKE SPECIFIC PLAN
CITY OF WOODLAND**



State of California)
) ss.
County of Yolo)

On January 17, 2006 before me, Paul D. Yturriaga, personally appeared J. David Taormina, 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 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.

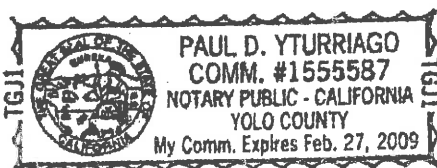


Paul D. Yturriaga
NOTARY PUBLIC

State of California)
) ss.
County of Yolo)

On 3/2/06 before me, Paul D. Yturriaga, personally appeared Melanie Matthews, 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 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.

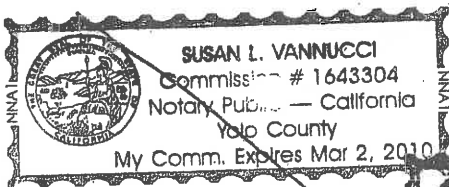


Paul D. Yturriaga
NOTARY PUBLIC

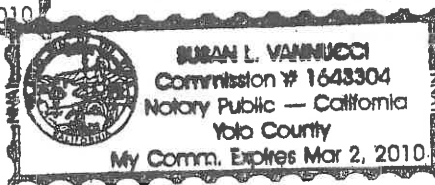
State of California)
) ss.
County of Yolo)

On April 18, 2006 before me, Susan L Vannucci, Notary^{Public}, personally appeared Matthew J. Rexroad, 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 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.



Susan L. Vannucci
NOTARY PUBLIC



State of California)
) ss.
County of Yolo)

On _____ before me, _____, personally appeared _____, 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 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.

NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

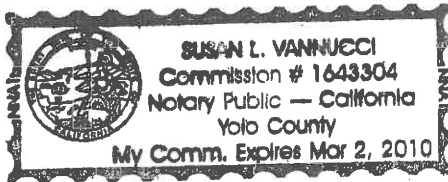
County of Yolo

} ss.

On April 18, 2006 before me, Susan L. Vannucci
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Matthew J. Rexroad
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.

Susan L. Vannucci
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 Agr. btw. City and Russell Ranch Dev. Inc.

Document Date: April 18, 2006 Number of Pages: 30

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

EXHIBIT 2

**FINDINGS AND CONDITIONS OF APPROVAL FOR THE HERITAGE REMAINDER
AREA PROJECT INCLUDING GENERAL PLAN AND SPECIFIC PLAN
AMENDMENTS TO REZONE LAND FROM R-3 TO R-4 SINGLE FAMILY
RESIDENTIAL; TENTATIVE SUBDIVISION MAP #5048, AND DEVELOPMENT
AGREEMENT**

FINDINGS

CEQA Findings:

1. On August 15, 2000, the City Council certified the Turn of the Century FEIR (SCH #99022069; Resolution No. 4215 adopted August 15, 2000).
2. The City Council subsequently adopted the following CEQA Addenda to the Turn of the Century EIR: a) Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final SLSP; b) Addendum #2 (Resolution No. 4399 adopted November 19, 2002) for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata; c) Addendum #3 (Resolution No. 4406 adopted December 17, 2002) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC; and d) Addendum #4 (April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property; e) Addendum #5 (Resolution No 4583 adopted October 19, 2004 for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC); and f) Addendum #6 (Resolution No 4806 adopted February 27, 2007, for the purposes of amending the Plan based on a request by Reynen and Bardis); g) Addendum #7 (Resolution No. 5146 adopted November 16, 2010, for the purposes of amending the Plan based on a request by the Gibson Ogden Investors, LLC to remove a bike overcrossing and path); h) Addendum # 8 (Resolution No. 5159 adopted December 14, 2010 for the purposes of amending the Plan based on a request by Cal West Investors, LLC to modify land use designations and rezone a school site); and i) Addendum #9 (Resolution No. 6117 adopted March 5, 2013, for the purposes of amending the Plan based on a request by ALC IV Woodland Spring Lake, LLC to modify land use designations and rezone a school site).
3. Section 65457(a) of the California Government Code and Section 15182(a) of the California Environmental Quality Act (CEQA) provide that no EIR or Negative Declaration is required for any residential project undertaken in conformity with an adopted Specific Plan for which an EIR has been certified.
4. The EIR for the SLSP has been written to qualify all of the planned SLSP residential projects for this exemption, assuming they are consistent with the SLSP and that they fulfill all conditions and CEQA mitigation measures.
5. The SLSP requires that each development application include certain project-level and project-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation Monitoring Plan (MMP). All the required studies have been submitted for the subject project, reviewed by staff, and the following conclusions reached: a) the studies satisfy the SLSP requirements; b) applicable

requirements or conditions recommended in the studies have been included in the conditions of approval for the subject project; c) the studies identify no environmental circumstances specific to the subject site or the proposed project that were not previously anticipated and addressed in the original EIR and later addenda.

6. The City of Woodland hereby finds that these studies provide the substantial evidence demonstrating that the project as conditioned is consistent with the adopted Specific Plan and fulfills all conditions and CEQA mitigation measures.
7. Therefore, pursuant to Section 65457(a) of the California Government Code and Section 15182(a) of the CEQA Guidelines, no other CEQA clearance is required for the City to take action to approve this project.

General Plan Consistency Findings:

1. The project is consistent with the General Plan.
2. The project is consistent with the purpose and intent of Housing Element.

Spring Lake Specific Plan (SLSP) Consistency Findings:

1. The project is consistent with the policy language (goals, policies, and objectives) of the SLSP.
2. The project is consistent with the land use designations, roadways, and bike paths identified in the SLSP.
3. The project is consistent with the Land Use Summary and other relevant Plan text throughout the SLSP.
4. The project is consistent with the Development Regulations in the SLSP including a determination of substantial consistency with Regulations 2.6, 6.1, 6.4, and 6.7, which precluded submittal of final maps until infrastructure plans are completed and tentative maps made consistent, if applicable.
5. The project is consistent with the figures and tables in the SLSP.
6. The project is consistent with the SLSP Design Standards and SLSP Affordable Housing Plan.

Zoning Consistency Findings:

1. Single family Residential (R-1) zoning is identified on page 2-22 of the Specific Plan as a consistent zone within the R-4 Specific Plan land use categories.
2. Multi family Residential (R-15) zoning is identified on page 2-22 of the Specific Plan as a consistent zone within the R-2 Specific Plan land use categories.

3. The project, as conditioned, meets all applicable regulatory requirements of the Zoning Ordinance.

Tentative Subdivision Map Findings:

1. The tentative map is consistent with the goals and policies of the General Plan and Specific Plan.
2. The tentative map is in conformance with the applicable provisions of the Subdivision Ordinance and Zoning Ordinance of the City.
3. The tentative map is in conformance with the Subdivision Map Act.

Findings Related to Community Design Guidelines:

1. The project substantially satisfies the requirements of the Community Design Guidelines.

Findings Related to Other Regulatory Requirements:

1. The project substantially satisfies the relevant requirements of the City's Standard Specifications and Details.
2. The project substantially satisfies the Infrastructure Master Plans for streets, water, sewage, and storm drainage.
3. The Development Agreement satisfies the City's Development Agreement Resolution and the requirements of State law.

**CONDITIONS OF APPROVAL FOR THE HERITAGE REMAINDER AREA PROJECT
SPECIFIC PLAN AMENDMENT, TM #5048, AND DEVELOPMENT AGREEMENT.**

Conditions of Approval: The following conditions shall be fully satisfied prior to acceptance of Final Map (unless otherwise stated):

General Conditions

1. Project Approval. The project shall be substantially (as determined by the City) developed as depicted on the Tentative Subdivision Map #5048, improvement plans, and exhibits included in the _____ City Council staff report, as approved by City Council, for the Heritage Remainder project, except as modified by these conditions of approval. Substantive modifications to the project description shall require modification of the Development Agreement, conditions, and environmental documents.
2. Indemnification. The OWNER shall defend (with counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless the City of Woodland, its agents, officers, or employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul an approval of the subject application by the City, its legislative body, advisory agencies, or administrative officers. The City will promptly notify the OWNER of any such claim, action, or proceeding against the City, and the OWNER will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for the defense of the matter by the City Attorney.
3. Deed Disclosures. Deed Disclosures that satisfy Development Regulation 2.1 (Disclosures) of the Spring Lake Specific Plan shall be submitted for review and approval by the Community Development Director and City Attorney. These approved disclosures shall be placed on deeds for final lots as specified by the Development Regulation. The deed disclosures for all lots shall include language that addresses Development Regulation 2.35.6 (Landscape Strips along local streets) within Spring Lake.
4. Responsibility to Inform. The OWNER shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.
5. Construction Management Plan. Prior to issuance of any permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and "good neighbor" information for review and approval by the Community Development Department. The plan shall include but is not limited to public notice requirements for periods of significant impacts (noise/vibration/street closures, tree removal, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names

of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways.

6. Fee Notice. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements and/or other exactions. Pursuant to Government Code Section 66020(d), these conditions constitute written notice of the amount of such fees and a description of the dedications, reservations and other exactions.

The OWNER is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the OWNER fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the OWNER will be legally barred from later challenging such fees, dedications requirements, reservation requirements, and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding, or other agreement with the OWNER that authorizes the City to impose certain fees, and which may waive the OWNER's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

7. Coordination of Plans. The OWNER shall be responsible for coordinating all plans to ensure consistency with all conditions of approvals, and including site plan, landscaping, and improvement plans, prior to submittal for review. Plans shall be coordinated and submitted to the Community Development Department as one package in accordance with plan check requirements.
8. Affordable Housing. The project is subject to the Spring Lake Specific Plan Affordable Housing Plan (SLSP AFP) and the City's Inclusionary Housing Ordinance.
9. Inclusionary Housing Agreement. Prior to the City approving the OWNER's first final map, the OWNER and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by the City, shall be consistent with all applicable provisions of the SLSP AHP, and shall contain language inclusive of, but not limited to, the checklist in the SLSP AHP.
10. SLSP AHP Compliance. Prior to approval of tentative map(s), the OWNER shall show proof of compliance with the SLSP AHP.
11. Offsite Affordable Fee. The off-site affordable housing fee shall be paid for each single-family market rate unit for units created.
12. Affordable unit size. The size (number of bedrooms) of affordable housing units shall be distributed throughout the subdivision at proportions similar to the market rate units. In other words, if market rate homes in a particular subdivision are developed as 3- and 4-bedroom units, the affordable units shall be developed as 3- and 4- bedroom units.

13. Affordable quality of materials. The design of affordable units and the materials used in construction of affordable units shall be of an equal standard; however, affordable for-sale units may feature different interior amenities than those of the market rate units.
14. Fair Share Cost. OWNER agrees to fund on a fair share basis, as determined by the City of Woodland nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).
15. Backbone infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to development regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24, and 6.25.
16. Nexus Study. The OWNER shall comply with the requirements of the SLSP Nexus Study.
17. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Development Regulations 2.7, 6.23, and 6.37.
18. Building Unit Allocations (BUA)s. With the exception of affordable and multi-family housing, approval of the first final map requires that all lots have a building unit allocation. No final map shall be accepted by the City unless BUAs are assigned.
19. Reservation of Lots for public sale. The requirements of Section 21-15-1 of the City of Woodland Municipal Code relating to “Reservation of Lots for Public Sale” shall be met. Lots shall be offered at a fair market price. If the offered lots have not sold by the end of the 45-day period, the OWNER shall be required to demonstrate that the lots were offered at a fair market price. This will entail the provision of an appraisal by a qualified professional appraiser. If the appraiser indicates that the offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45- days at a fair market value. Alternately, OWNER shall present evidence that finished lots are available in the adjacent Heritage and Heritage Park subdivisions, offered consistent with these requirements, to satisfy this condition.

Finance Department

1. Increased SLIF revenue generated by the additional residential units created through this rezone of the Heritage Remainder Project shall be allocated to cover future funding shortfalls, if any, within the 162-acre property originally known as the Russell Ranch

Property, which may occur as a result of subsequent rezone approvals. Applicant's rezoning requests are to be made within 120 days following City Council final approval of the Heritage Remainder Project. The City shall diligently process such applications, so that the allocation of the increased revenue can be quantified, after which time the remaining SLIF revenue shall provide benefit to the Spring Lake Plan, and allocation of those units to cover any funding shortfall shall be determined by the City. The City may waive this condition 16 months following final approval of the Heritage Remainder project, subject to reasonable requests for extension.

Community Development

1. Design Review. For all residential uses, final site plans, architectural plans, elevations and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling units shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), SLSP Development Regulations 2.35.3 (separated entry walks), 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 (relating to energy conservation.)
2. Setbacks and Lot standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 (as amended) of the Spring Lake Specific Plan.
3. Landscape Plan Submittal. Detailed Landscape and Irrigation plans shall be submitted and approved by the Community Development and Parks and Recreation Departments concurrent with public improvement plans and prior to issuance of building permits. Landscape plans shall specify the following:
 - Locations, size and quantity of all plant materials.
 - A plant legend specifying species type (botanical and common names), container size, maximum growth habit, and quantity of all plant materials.
 - Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines, and other pertinent site plan features.
 - Planting and installation details and notes including soil amendments.
 - Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
 - Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.

4. Street Tree Master Plan. A Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plans shall be reviewed for conformance with the SL Design Standards and shall be reviewed and approved by the Community Development Department and the City's Public Works Department – Tree Division. OWNER shall submit a soils test, which s will assist in appropriate species selection.
5. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought – tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping).
6. Interconnecting Walks and Pathways. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped consistent with Section 6.9 of the SL Design Standards. Details of the path design shall be provided on landscape plans prior to the issuance of building permits. OWNER shall be responsible for constructing three (3) connecting access paths: 1) Lot “C” between Russell Circle and Marston Drive; 2) Lot “B”, just north of Banks Drive; and 3) at the eastern end of Zane Drive, just north of Lot 26. The pathways shall be designed to be ADA accessible. OWNER shall submit proposal and timing of construction to be reviewed and approved by the City. The proposal shall be submitted prior to issuing the first building permit.
7. Greenbelts. OWNER shall construct the Lot “A” greenbelt at the time of construction of Phase 2, prior to issuing the first building permit or at the discretion of the Community Development Director.. OWNER shall provide benches and tables with a shade structure and bike racks for the Lot “A” greenbelt to the satisfaction of the Community Development Department. OWNER shall submit proposal and timing of construction to be reviewed and approved by the City. The proposal shall be submitted prior to issuing the first building permit. The proposed greenbelts are located on the east and north sides of the future school site.
8. Utility Design. The location of all utility structures shall be coordinated with, and depicted on, the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. OWNER shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities), and 6.17 through 6.19 (general utility requirements).
9. Light pole location. Light poles shall not conflict with planting or shade trees throughout the site. Review shall be provided prior to issuance of final map.
10. Street and Lot lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2.

11. Compliance with State Water Conservation Ordinance. All yards and public landscaping shall be in compliance with the State Water Efficient Landscape Ordinance AB 1881, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. Plans shall be reviewed by the City for compliance prior to issuance of building permits.
12. Residential Fencing. All wood fence post and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.
13. Park and Greenbelt Adjacent Fencing. All fencing adjacent to the park shall be enhanced materially and aesthetically. Fencing shall comply with Section 2.9 (c) of the SL Design Standards. All wood fencing shall be stained with a water sealant. Fence design shall be submitted for review and approval prior to the issuance of building permits.
14. Privacy / Sound Wall. The required sound wall along the west side of County Road 102 shall be designed and constructed to be consistent with the existing adjacent sound wall and shall extend around the corner of CR 102 & CR 25A to the western lot line of parcel 192. The required privacy wall along the north side of County Road 25A shall be designed and constructed to be consistent with existing fencing on Heritage Parkway. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of building permits. The privacy wall shall begin where the sound wall terminates on CR 25A. Landscaping and construction of the privacy/sound wall shall occur concurrently with adjacent development.
15. Entry signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the OWNER shall establish a neighborhood entry sign at the northwest corner of Promenade Drive and County Road 25A consistent with SL Design Standard 1.6.2, which may include small scale monument signs or themed art pieces. Entry sign to be constructed prior to issuing the first building permit in Phase 2 or at the discretion of the Community Development Director. The project shall also provide a “Welcome to Woodland Sign” at the northwest corner of County Road 102 and County Road 25A. The sign shall be similar in quality and in appearance and material to the other curved Entryway Signs throughout the City. A design specification for the sign and shall be prepared for review and approval by the City prior to approval of the final map. Construction of the “Welcome to Woodland” sign shall be concurrent with construction of the sound wall.
16. Prohibit RV Parking. Provisions in the CC& Rs for the Single Family (R-4) Development shall be adopted that prohibit recreational vehicle parking in the front yard for longer than 24 hours. This provision shall be enforced through mechanisms established in the CC & Rs.

17. Prohibit Garage Conversions. Provisions in the CC& Rs for all residential development shall be adopted that prohibit garages from being converted to residential use except for a model home sales office. When the sales office is vacated, it must be converted back to a garage.
18. No Restriction on Color. Provisions in the CC&Rs shall be adopted that prohibit any restrictions of color on residential structures. This provision shall be enforced through mechanisms established in the CC&Rs.

Energy Efficiency. The Project shall meet the minimum energy efficiency requirements included in Design Standard 2.11 and Development Standard 2.25. Five percent (5%) of all units shall have roof photovoltaic energy systems or other alternate energy systems. The method and number of homes shall be identified at the time of submittal of building permits.

In addition, all homes shall be photovoltaic ready, and each home shall have outlets for electric vehicles in every garage or at the discretion of the Community Development Director.. All homes shall be photovoltaic ready for a minimum 4-kilowatt solar panel system. Each home shall: 1) be pre-wired, 2) have adequate roof strength to handle solar panels, 3) south facing roofs to have few penetrations in order to accommodate solar panels, 4) a 200 amp main electrical panel, 5) space provide adjacent to main panel for solar disconnect and associated equipment (inverter). Each home shall have a dedicated 240-volt, 20-amp circuit for electric vehicle charging station in every garage, 6) garages shall have adequate ventilation as required for vehicle charging stations. . Modification to above requires at the discretion of the Chief Building Official.

19. Trash and Recycling Container Storage. All future development shall meet the requirements for trash and recycling container storage as provided in Design Standard 2.8. Information shall be provided on plans prior to issuance of building permits.
20. Lot width. Lot width shall be varied (SLSP 2.35.5) providing no more than three (3) of the same lot width in a row and shall vary by at least 3 feet or at the discretion of the Community Development Director.
21. “Lot A” Adjacent Lots. Lots adjacent to Lot “A” (Greenbelt) shall have homes constructed with “wrap around” porches or patios to provide additional opportunity for “eyes on the greenbelt”. Garages and driveways are prohibited from be constructed on the Greenbelt side of lots abutting “Lot A” or at the discretion of the Community Development Director.
22. Fencing: Fencing along green belt (Lot A) shall be constructed with a of 4-foot solid fence (4-foot maximum height for solid fence). Fences going up 6-feet shall require fence having 50% open (transparent) fence style for the remaining 2-foot fence.

23. Fence. Post and rail fence shall be constructed at the southern end of Lot A (Greenbelt) on the south side of bike path to the satisfaction of the Community Development Department.

24. Homes on lots 77 – 89 shall be only one-story homes at the time of initial construction.

SLSP Mitigation Measures:

1. Mitigation Requirements. The OWNER shall comply with all mitigation measures required by the TOC EIR Mitigation Monitoring Program provided as Attachment A to the SLSP, as well as any further analysis provided through additional studies and evaluations required to ensure compliance with mitigation measures.
2. Environmental Noise Analysis. The design of the project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan. Prior to issuance of building permits, house plans shall be reviewed for consistency with interior noise level requirements, particularly for second floor bedrooms.
3. Ground nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3, thirty (30) days prior to commencement of grading or any site work, the OWNER shall have prepared and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then Mitigation Measures 4.5-3 (b-d) of the Spring Lake Specific Plan Mitigation Monitoring plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.
4. Mitigation Easements. Mitigation for loss of agricultural land and hawk habitat in the form of land set asides shall be fully executed and in place pursuant to Development Regulation 2.2 (Land Set Asides) and 7.2 related to the 1:1 mitigation requirement. A fully executed agreement, signed and recorded with the County, shall be provided as evidence.
5. Raptor Survey. Each landowner or applicant shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding season (March 1 through September 15). This survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that the proposed activity is planned to begin to determine if any nesting birds of prey would be affected.
6. Geotechnical. The recommendations contained in the Conclusions and Recommendations Section of the Geotechnical Engineering Report (prepared by Wallace-Kuhl & Associates, dated August 2, 2012) shall be complied with in the development of this project.

7. Air Quality Directives. OWNER shall comply with Air Quality Management District directives as specified in Development Regulation 2.12 for both off-road and on-road low-emission heavy duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).
8. Mosquito Vector Control. Prior to each construction season OWNER shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.
9. Construction Recycling. Prior to the commencement of construction on any project, the OWNER shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other City requirements. (MM 4.13-18)
10. Dust Suppression. OWNER shall comply with all dust suppression requirements during all grading and construction activities. (SLSP Regulation 7.4)
11. Off site improvements. Off-site improvements must satisfy the requirements of SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.
12. Cultural Resources. During grading or any site work development, OWNER shall comply with Development Regulation 7.22. (MM 4.10-1)

Development Engineering

Roadways County Road 102

1. The OWNER with the first final map shall widen County Road 102 to its ultimate Spring Lake width from its full width section (including landscape & sound wall) north of the project to County Road 25A plus transition south of Road 102 and turn lanes as determined by the City. Minimum turn lane lengths are as follows: 400' NB left, 325' SB right, and 325' SB left. 120' tapers shall be used. Acceleration lane for right turns from future 25A connection shall be a minimum of 250'.
2. Improvement of the County Road 102/25A intersection shall include underground improvements and foundations for the future traffic signal.
3. The tentative map shall include a proposed cross section for County Road 102 south of County Road 25A subject to review and approval by the City.
4. Striping of County Road 102 shall include enhanced or specialized bike lane striping subject to review and approval of the City.
5. Existing pavement sections on County Road 102 shall be micropaved through the limits of widening. Existing striping to be removed prior to micropaving.

6. County Road 102 design shall include an AC dike along the western edge of the road section north of the intersection with County Road 25A continuously to the north edge of the improvements or equivalent improvement as determined by City.

County Road 25A

1. OWNER shall prepare a preliminary design for the alignment of the County Road 25A connection with first final map in Phase 1. OWNER shall construct full width improvements including turn lanes and landscaped path from Road 102 to Promenade Drive with the first final map in Phase 2.
2. The eastside driveway entrance shall be constructed with the County Road 102 improvement and be improved to have a minimum of 50' length of full street (32') section aligned with (future) County Road 25A and then transitioned back to its existing section.
3. The landscaped multi-use bike path shall be extended to Mickle Avenue with the phase 2 improvement plans.
4. The minimum turn lane lengths for County Road 25A shall be as follows: EB Left 250' (120' transition).
5. County Road 25A shoulder (in the 8' bike lane/shoulder) section shown shall be full width AC.

Zane Drive

1. OWNER shall complete Zane Drive except north side sidewalk and landscaping with first final map in Phase 1. Plans shall include photometrics and north side street lights, however north side street lights may be deferred (with City approval).
2. The first final map in Phase 1 improvements for Zane Drive shall include the subdivision trail north of Lot 26.
3. Design of the traffic circle shall be submitted to the City for approval and shall include architectural enhancements prepared by a licensed landscape architect.

Banks Drive

1. Lotting on the south side of Banks Drive in the vicinity of Lot 103 shall be modified to accommodate both the south side bulb out and driveways for the lots.
2. The subdivision trail north of Banks Drive (Lot B) on the east side of the school shall be constructed. OWNER shall construct a complete cross section of Banks Drive and shall remove the existing turn around with the Phase 1 improvements.

Miekle Avenue

1. The first final map shall remove stub street at Lot 188 and extend the north south curb, gutter, sidewalk, and landscaping.

Traffic conditions

1. Traffic calming is required on Banks Drive, Promenade Drive, & Miekle Avenue through the limits of the project, specifically at the intersections and crosswalks as well as along the length of the roadway. This may include chicanes, traffic circles, medians, speed tables, humps, speed feedback signs, lighted crossings or other measures to be approved by the City. With the first final map, OWNER shall submit a concept for the entire length of Banks Drive, Promenade Drive, & Miekle Drive, for the approval of the City. For logical consistency some of the measures within phase 2 may be required to be constructed in phase 1, at the discretion of the City.
2. All new roads that extend or “finish” existing partial roads must T-cut the asphalt a minimum of 1’.
3. The full extent of Miekle south of Heritage Parkway, and Banks Drive and Promenade Drive if used for construction access and any other roads used for access to the project site shall be repaired, crack sealed, microsurfaced and restriped at the end of the project (second final map).
4. If services for water and sewer or other utilities are cut and trenched into an existing street, the plans shall include a grind and over lay of that street.
5. The first phase final map shall include preliminary (10%) design for a roundabout at the future intersection of County Road 25A and Miekle Avenue. This 10% Design of the roundabout including modifications to the greenbelt and/or drainage canal shall be to the satisfaction of the City. If deemed necessary by the City the quantity and configuration of lots on Post Place and Brookshire Circle maybe required to be adjusted to accommodate the roundabout and minimize encroachment into the urban forest / greenbelt and drainage canal.
6. OWNER shall remove the unused ramp across from Lot 68 and replace it with sidewalk and planter space as determined by the City.

Map circulation

1. All intersections shall have a minimum 90 degree intersection with 130’ tangent lengths in all directions from the center point of the intersection; unless an alternate design is approved by the City Engineer.

Easements and Right of Way

1. OWNER shall acquire and dedicate right-of-way from Parcel 42-01-17 as needed for the completion of Zane Drive and the connecting subdivision trail to CR 102 prior to approval of the first final map.
2. Appropriate easements shall be required for City-maintained facilities located outside of City-owned property or the public right-of-way.
3. OWNER shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the Public Works Department.
4. A seven foot public utility easement back of separated sidewalk (ten feet behind monolithic), adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City. Exception will be made on Arterial roads with green belts of 20' or greater.
5. Prior to approval of the first set of improvement plans and final map, OWNER shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map.
6. Phase 1 map shall include abandonment/vacation of the street stub shown on Mickle Drive south of Marston Drive.
7. The final map shall identify relinquishment of access rights along CR 102, 25A, and Marston Drive.

Wastewater and Sewer Collection System

1. The OWNER shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
2. Each parcel of property shall be connected to the City of Woodland's sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.
3. The Tentative Map Sewer Plan showing sewer routing, pipe slopes, and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
4. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at manholes.
5. OWNER shall obtain a discharge permit from the State Board of Reclamation prior to ground dewatering.

6. Sewer laterals are to be stubbed to the north side of Zane Drive.
7. Zane Drive sewer system shall be completed to City standards, including mains, manholes, cleanouts, laterals, and appurtenances.

Storm Water

1. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans. The proposed utility plan is considered conceptual only; final plans shall be subject to the approval of the City Engineer and shall be based on City standards and final storm drain, water, and sewer studies.
2. Drainage improvement plan shall include measures for treatment and control of storm drainage of adjacent parcels (APN 043-030-17, undeveloped remainder parcels, and the future school site) and treatment of any runoff prior to entering the City system.
3. Drainage improvements shall include modification and or piping of existing ditch along and perpendicular to Banks Drive.
4. Zane Drive storm water system shall be completed to City standards including storm drain main, inlets, manholes, laterals, and appurtenances.

Storm Water Quality Control

1. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMPs to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer.
2. Project shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.
3. The OWNER shall create a storm water phasing plan to be approved by the City Engineer prior to issuance of a grading permit or final map approval.

Water Infrastructure Conditions

1. All materials and installation of the water system shall be at the OWNER's expense per City of Woodland Standard Specifications and Details.
2. Until such time as actual service connections are approved for the subdivision, the City may withhold water service due to a water shortage declared by the City.
3. The Tentative Map Water Plan showing water routing, sizing, and locations are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall

occur with the final improvements based on the requirements set forth in these conditions of approval.

4. Per the City of Woodland Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the OWNER's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
5. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.
6. When a median strip is to be installed in the center of a street, the fire hydrant will be spaced not more than 300 feet on both sides of the divider on the curb side of the street. Final approval and approval of any changes is the responsibility of the City Engineer.
7. Zane Drive water system shall be completed to City standards including the 12" main, valves, hydrants, laterals and appurtenances.
8. OWNER shall install one water testing station with the Phase I map. To be installed when determined by the City.
9. The public improvement plans shall have separate metered services including water for all publicly maintained landscaped areas.

Grading

1. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Engineering Design and Construction Standards for additional requirements.
2. The Tentative Map Grading and Drainage Plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these

conditions of approval.

3. Overland Release calculations will need to be carried to the outlet control point at CR 102 and include water surface elevations from the control point to the developed site.
4. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.
5. Landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.
6. Stockpiled dirt on parcel 3 (future R-15 site) may have a high alkalinity. Prior to grading OWNER shall test the soil and if the pH is greater than 7.5, the OWNER shall submit to the City recommendation(s) for an amendment(s) to the City for approval and shall amend the soil accordingly. OWNER shall amend soil in accordance with recommendation and grade it uniformly across the site to minimize the impact on plant growth.
7. On remainder of site, OWNER shall test soil and submit recommendations for amendment to the City for approval and shall amend the landscaped component accordingly.

Fees

1. The OWNER shall pay all required fees for processing final maps (technical check) with final map submittal.
2. Prior to approval of improvement plans, the OWNER shall pay all fees for plan check and inspection of off-site infrastructure improvements, as approved by City Council and defined in the City Fee Schedule. If OWNER pays a deposit only at improvement plan submittal, the balance shall be paid prior to improvement plan approval by the City Engineer.
3. OWNER shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance.
4. Prior to any final map OWNER shall pay AMR fees for public meters in accordance with the current fee schedule. For reference the 2013 AMR fee is \$203 per meter.
5. OWNER agrees to pay Fifty Thousand Dollars (\$50,000.00) towards park development design for the SLSP Neighborhood Park N-3, within 45 days of rezone approval of the commercially zoned land (on Yolo County APN 42-030-47). This payment is a non-reimbursable, non-SLIF cost, in order to begin preliminary design of the park immediately following the rezone of APN 42-030-47.
6. Prior to approval of a large parcel map for sale only, or if the project goes directly to small lot final map, the OWNER shall prepare a legal description and a separate map and shall dedicate the greenbelt between the park and the school site. The Greenbelt shall be 20' in

width. Land shall be reimbursable from the SLIF at the cost of \$25,000 per acre subject to reimbursement policies. The first small lot final map submitted shall prepare preliminary plans for the greenbelt and a cost estimate. The OWNER shall deposit 134% of the cost estimate (cost +24% soft cost +10% contingency) with the City for the greenbelt to be constructed concurrently with the park. These costs shall be reimbursable from the SLIF subject to reimbursement policies.

7. The conditions of approval set forth herein include certain fees, dedication requirements, reservation requirements, and/or other exactions. Pursuant to Government Code Section 66020(d), these conditions constitute written notice of the amount of such fees and a description of the dedications, reservations and other exactions.

The OWNER is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the OWNER fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements, and/or other exactions contained in this notice, complying with all the requirements of Government Code Section 66020, the OWNER shall be legally barred from later challenging such fees, dedications requirements, reservation requirement's and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding, or other agreement with the OWNER that authorizes the City to impose certain fees and which may waive the OWNER's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

8. Prior to final map approval, the OWNER shall pay alternative transportation fee of \$208.00 for operations and \$35.00 maintenance fee per DUE, prior to approval of final map.
9. Prior to approval of the first final map, OWNER shall pay the balance of the public art in lieu payment, which is THIRTY THOUSAND DOLLARS (\$30,000), as set forth in Section 4.31 of the Agreement.

Landscaping

1. All public landscape areas shall include a separate point of connection for water laterals with meters and PG&E power service points for automatic controllers.
2. A registered landscape architect shall design landscape, sound wall, and privacy wall improvements, which shall be per the SLSP and other City Standards, as applicable.
3. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrent with adjacent development. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of acceptance of other public improvements with approval of the Parks, Public Works and Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.

4. Prior to landscape submittal OWNER shall submit concepts for approval for the Heritage and Zane entryway features, sound walls, monuments, and other entry way features.
5. Landscape plans for Lot B shall include completion of landscaping along Somerset Circle and both sides of the path extending south from Somerset Circle.
6. OWNER shall submit for approval by the City a cross section for the subdivision trails prior to approval of the first final map.
7. The improvement plans shall include meandering of the concrete path along County Road 25A as necessary to plant trees in the north and south sides of the path.

General Conditions

1. Prior to final map approval, the OWNER shall submit and have approved a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City.
2. Developer shall document and show evidence that all tentative map conditions are met upon submittal of the final map.
3. OWNER shall enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.
4. OWNER shall prepare improvement plans for any work within the public right-of-way and submit them to the Public Works Department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.
5. Submit proposed street names to Fire Department for approval with a copy to Engineering Division prior to improvement plan or final map submittal.
6. Prior to final map approval, the OWNER shall obtain a County encroachment permit for transition work on CR 102.
7. OWNER shall comply with County Health regulations and requirements for the abandonment of any onsite septic tanks and water wells. Prior to the approval of any construction permits, grading permits, or the improvement plan, the existing well shall be abandoned. Prior to abandonment of the well, the OWNER shall provide to the City permission from all recipients that receive water to abandon the well.
8. OWNER shall conform to all mitigation measures required in the Environmental Impact Report (EI.) and traffic study.

9. Public improvements, in addition to roadway construction, shall include water, sewer and storm drain mains, fire hydrants, streetlights, landscaping, and railroad crossing improvements.
10. OWNER shall submit an application for reapportionment of assessments with the parcel map or subdivision map, if required by the City.
11. If improvements are constructed and/or installed by a party or parties other than the OWNER, which improvements benefit OWNER's property, OWNER shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) to Developer.
12. If conditions for the project require OWNER to construct improvements that benefit parties other than OWNER, and are subject to reimbursement by others as determined by the City Engineer, OWNER may request to enter into a reimbursement agreement drafted by the City. City shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.
13. OWNER shall pay the MPFP single-family dwelling unit development fees for any second unit larger than 600 square feet.
14. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance.
15. This project is subject to the construction and demolition debris recycling and diversion ordinance; Chapter 23C-13-(1-10) of the City Municipal Code
16. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans. Joint trench shall be stubbed to the north side of Zane Drive.
17. If project conditions require the OWNER to construct improvements that serve the entire City and are included in the City's Development Impact Fee Program, or other funded program, the OWNER may request to enter into a reimbursement agreement drafted by the City. The timing of reimbursements, if any, shall be subject to the City's ability to program the project funding into the adopted Capital Improvement Program. All reimbursement agreements shall be executed prior to final map approval.
18. Prior to approval of a final map, OWNER shall secure rights-of-way, rights of entry, and any permits necessary to construct improvements required by the final map conditions of approval.

Fire Department

1. Weed Abatement. The OWNER shall comply with the City of Woodland Weed Abatement Ordinance. Lots shall be maintained throughout the year so that all dead trees or any vegetation growing upon the streets, sidewalks, or upon private property that bears seeds of a wingy or downy nature maintained so as to meet the City of Woodland standards.
2. Fire Flow- The minimum fire flow required shall be determined as specified by the City of Woodland Municipal Code, Chapter 9, 2010 California Fire Code, and the City of Woodland Standard Specifications and Details, 2010 edition. The OWNER shall meet the required volume and duration at the project site prior to obtaining a building permit.
3. Water Supply and Hydrants. Water supply and fire hydrants shall be installed in accordance with CFC Article 9 (903). When any portion of the facility or building is in excess of 150 feet from a water supply on a public street, on-site fire hydrants shall be required. A plan shall be submitted to the Fire Department to determine the location of the fire hydrants. Plans shall be approved prior to installation.

Building Division

1. OWNER shall be required to conform to the current codes that are in effect at the time of plan submittal.
2. Plans shall be complete at the time of submittal, as the City of Woodland does not accept deferred submittals.
3. All sub-contractors/companies working on the project will be required to obtain a City of Woodland Business Registration License.
4. The project shall be in compliance with FEMA regulations.
5. Residential buildings incorporating concrete slab foundations located in areas known to contain expansive soils, (which includes all of the Spring Lake Development--see the applicable soils reports for reference), shall comply with *Woodland General Plan Policy Document, Part II, Policy 8.A.9, "The City shall require the use of special bending-resistant designs where foundations must be slab-on-grade in areas with expansive soil"* and shall comply with *2013 California Residential Code (CRC) R403.1.8.1 & 2013 California Building Code (CBC) 1808.6*.

Footings or foundations for buildings founded on expansive soils shall be designed in accordance with *CBC 1808.6* **and for special-bending-resistant concrete slab foundations** the design shall be in accordance with *CBC 1808.6.2 and PTI Standard Requirements for Design of Shallow Post-Tensioned Concrete Foundations on Expansive Soils or WRI/CRSI Design of Slab-on-Ground Foundations* and in addition to any additional or more restrictive recommendations as noted in the geotechnical engineering report.

Plans and structural calculations for **special-bending-resistant foundations and calculations must be stamped and signed by a California registered civil or structural engineer or architect** and show rigorous compliance. Additionally, where the slab foundation engineer is different than the engineer or architect of record (EOR/AOR) responsible for the structural design of the building, a letter must be submitted from the EOR/AOR stating that he/she has reviewed and coordinated the foundation plans and calculations and that they conform with the intent of his/her structural design as required by *CBC 107.3.4.1*. Where PT slabs are installed, City of Woodland recommends stamping the slab (typically in the garage where visible) with the warning: “Do not bore, saw or drill slab - tensioned cables below” or similar cautionary language.

Police Department

1. The project shall be in compliance with the Uniform Security Code, Chapter 6 of the Building Code, Article 1, section 6-1-8.

Yolo Solano Air Quality Management District

1. Portable diesel fueled equipment greater than 50 horsepower (HP), such as generators or pumps, must be permitted with the District, or under specific circumstances as approved by the District, may be registered with the Air Resources Board’s (ARB’s) Portable Equipment Registration Program (PERP)
2. Dust emissions must be prevented from creating a nuisance to surrounding properties as regulated under Yolo Solano Air Quality Management District Rule 2.5 Nuisance.

Exhibit “3”

EXISTING DEVELOPMENT APPROVALS

MEMORANDUM OF AGREEMENT

NOTARIZED SIGNATURE PAGES