City of Woodland

Meeting Agenda - Final

Planning Commission

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

530-661-5820

Thursday, December 18, 2014 | **6:30 PM** | **Council Chambers**

A. Call to Order

B. Roll Call

C. Approval of Minutes

14-478 SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of November 20, 2014.

Attachments: 11_20_14 Meeting Minutes.pdf

D. Directors Report

E. Public Comment

F. Communications

G. Subcommittee Reports

H. Public Hearing

14-484 Spring Lake Specific Plan - Cal West Project (PLNG13-00079): Request to amend the General Plan and Spring Lake Specific Plan and to approve an amendment to the Amended and Restated Development Agreement for approximately 16 acres of the original (approximately 44-acre) Cal West/Optimistic Partners project area. The proposed amendments include: (1) rezoning the 5.89 acre, R-15 (Medium Density Residential) designation to R-8 (Medium Low Density); (2) rezoning the 2-acre Neighborhood Commercial site to R-8 (Medium Low Density); and (3) reconfiguring and increasing the size of the existing Park (Open Space) from 8.28 acres to 8.34 acres (8.0 acre park site and 0.34 acre greenbelt located along the southern boundary of the park).

Attachments: ATT_1_AND_EXs_1_2_3_PC Resolution_Cal West
ATT_2_AND_EX_1_Cal West CC Resolution for CEQA Addendum
ATT_3_AND_EX_1_Cal West CC Resolution Amending General Plan
ATT_4_AND_EXs_1_2_Cal West CC Resolution Amending Specific Plan
ATT_5_Cal West City Council Ordinance Authorizing DA Amendment
EX_1_TO_ATT_5_Amended and Restated Cal West Project Development Agre
EX_2_TO_ATT_5_First Amendment to Cal West Project Development Agreeme
Ex_1_TO_Ex_2_TO_ATT_5_Amended Cal West Conditions of Approval
ATT_6_Application and Justification Statement
ATT_7_Proposed Lotting Plan
ATT_8_Tent Map 4991 Approved 2013
ATT_9_Spring Lake Neighborhood Response Letter
ATT_10_Public Comment

I. New Business

J. Old Business

K. 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 #:	14-478	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	11/21/2014			**In control:**	Planning Commission
On agenda:	12/18/2014			**Final action:**	
Title:	SUBJECT:	Planning Commission Minutes			

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of November 20, 2014.

Sponsors:

Indexes:

Code sections:

Attachments: 11_20_14 Meeting Minutes.pdf

Date	Ver.	Action By	Action	Result

Planning Commission Minutes

TO: Members of the Woodland Planning Commission

DATE: December 18, 2014
SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of November 20, 2014.

STAFF CONTACT: Angela Weeks, Administrative Secretary, Community Development Department

Attachments:
1. November 20, 2014 Meeting Minutes

City of Woodland

Meeting Minutes
Planning Commission

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

530-661-5820

Thursday, November 20, 2014 | **6:30 PM** | **Council Chambers**

A. Call to Order

Meeting was called to order at 6:30 pm
Staff Present:
Cindy Norris, Principal Planner
Bruce Pollard, Senior Civil Engineer
Erika Bumgardner, Associate Planner
Ken Hiatt, Community Development Director

B. Roll Call

Present 5:
Commissioner Marco Lizarraga, Commissioner Fred Lopez, Commissioner Seth Wurzel, Commissioner John Murphy and Commissioner Chris Holt

Absent 2:
Commissioner Patricia Murray and Commissioner Kirby Wells

C. Approval of Minutes

14-458 SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of November 6, 2014.

Attachments: 11_06_14 Meeting Minutes.pdf

A motion was made by Commissioner Murphy, seconded by Commissioner Lopez, that they be approved. The motion carred by the following vote:
Ayes: Commissioner Lizarraga, Commissioner Lopez, Commissioner Murphy, and Commissioner Wurzel.
Abstain: Commissioner Holt

D. Directors Report

E. Public Comment

F. Communications

G. Subcommittee Reports

H. Public Hearing

14-441 PROJECT TITLE: Spring Lake - Beeghly Ranch Development Agreement

SUBJECT: A request for approval of an Amendment to the Beeghly Development Agreement to specify the obligations of the developers including changes related to the construction of County Road 25A and to clarify timing and amounts for reimbursement of civil infrastructure and landscaping.

Attachments: Tentative Map.pdf

WOODLAND PC Resolution Recommending CC Approval for Beeghly Ranch Subdivision-c1.docx
Execution Copy of First Amendment to DA (Solara Ranch 10 23).pdf

DA Ordinance Addendum - Beeghly Resolution .docx

A motion was made by Commissioner Holt, seconded by Commissioner Lizarraga to approve the Amendment to the Beeghly Development Agreement. The motion carried by the following vote:
Ayes: Commissioner Holt, Commissioner Lizarraga, Commissioner Lopez, Commissioner Murphy and Commissioner Wurzel.

I. New Business

J. Old Business

K. 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.

Meeting was adjourned at 7:38 pm

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Legislation Details (With Text)

File #:	14-484	Version:	1	Name:	
Type:	Public Hearing Item			Status:	Agenda Ready
File created:	11/24/2014			In control:	Planning Commission
On agenda:	12/18/2014			Final action:	

Title: Spring Lake Specific Plan - Cal West Project (PLNG13-00079): Request to amend the General Plan and Spring Lake Specific Plan and to approve an amendment to the Amended and Restated Development Agreement for approximately 16 acres of the original (approximately 44-acre) Cal West/Optimistic Partners project area. The proposed amendments include: (1) rezoning the 5.89 acre, R-15 (Medium Density Residential) designation to R-8 (Medium Low Density); (2) rezoning the 2 -acre Neighborhood Commercial site to R-8 (Medium Low Density); and (3) reconfiguring and increasing the size of the existing Park (Open Space) from 8.28 acres to 8.34 acres (8.0 acre park site and 0.34 acre greenbelt located along the southern boundary of the park).

Sponsors:

Indexes:

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ATT_7_Proposed Lotting Plan
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ATT_9_Spring Lake Neighborhood Response Letter
ATT_10_Public Comment

Date	Ver.	Action By	Action	Result

City of Woodland

Planning Commission

Spring Lake Specific Plan - Cal West Project (PLNG13-00079): Request to amend the General Plan and Spring Lake Specific Plan and to approve an amendment to the Amended and Restated Development

Agreement for approximately 16 acres of the original (approximately 44-acre) Cal West/Optimistic Partners project area. The proposed amendments include: (1) rezoning the 5.89 acre, R-15 (Medium Density Residential) designation to R-8 (Medium Low Density); (2) rezoning the 2-acre Neighborhood Commercial site to R-8 (Medium Low Density); and (3) reconfiguring and increasing the size of the existing Park (Open Space) from 8.28 acres to 8.34 acres (8.0 acre park site and 0.34 acre greenbelt located along the southern boundary of the park).

Location: The subject property (16 acres) is located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue. The property extends west past Harry Lorenzo Avenue to State Highway 113.

Applicant/Owner: Cal West Investors, LLC and Optimistic Partners, LLC

Environmental Report: The proposed amendments are in substantial conformance with the addendum (Attachment 2) to the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000.

APN: 041-070-051-000 & 041-070-055-000

Project Planner: Cindy Norris, Principal Planner; Erika Bumgardner, Associate Planner

Staff Recommendation: Recommend Approval with Conditions

Report For: Planning Commission Public Hearing - December 18, 2014

General Plan Designation: Medium Density Residential, Open Space & Neighborhood Commercial

Current Zoning: Multi-family Residential (R-15), Park & Neighborhood Commercial

Specific Plan Designation: Spring Lake Specific Plan, Neighborhood "A" - Multi-family Residential (R-15), Park & Neighborhood Commercial

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: Farmer's Central Road and Harry Lorenzo Avenue

Adjacent Land Uses & Zoning:

DIRECTION	LAND USE	ZONING
North	Vacant/Undeveloped	Single Family Residential/R-8
South	Vacant/Undeveloped	Spring Lake Remainder Area
East	Vacant/Undeveloped	Multi-Family Residential/R-20
West	State Highway 113	N/A

Pending/Potential Action

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

1. Adopt Resolution No. PC14-_____, recommending City Council approval of amendments to the

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General Plan and Spring Lake Specific Plan for approximately 16 acres of the Cal West Project site and approval of the First Amendment to the Development Agreement for the Cal West Project.

2. Recommend the City Council's consideration of the requested amendments occur after the size and terms for purchase of the Spring Lake N-3 park site (northeast corner of Miekle Avenue and Marston Drive) have been determined.

Project Site Description

The project site encompasses approximately 16 acres of vacant land located on two parcels, within the larger Cal West Project area, including the 5.89 (5.61 net) acre Tentative Parcel Map #4991 remainder parcel (see Attachment 8), and the existing 8 acre park site and 2 acre neighborhood commercial site. The property is located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue. The property extends west past Harry Lorenzo Avenue to State Highway 113.

Background

The entire Spring Lake Specific Plan Area was prezoned under Ordinance No. 1346 adopted on July 2, 2002. In 2010, the City Council approved a Specific Plan Amendment to rezone land uses for the overall Cal West Project site, encompassing 44.97 acres, and a Development Agreement. The 2010 Specific Plan Amendment included the relocation of the 8 acre park and 2 acre neighborhood commercial land uses south to the northwest corner of Harry Lorenzo Avenue and Farmer's Central Road and the elimination of the 10 acre elementary school site. The 15 acre, R-5 single family residential sites were eliminated and the single family R-15 site was increased in size from 4 acres to 5.89 acres (5.61 acres net).

In August 2012, a lot line adjustment was approved to modify the parcel lines to accommodate the park and neighborhood commercial as a single parcel with a remainder portion of approximately 8.9 acres of residential R-8 designated land, creating a parcel totaling 19.97 acres in size. Tentative Parcel Map #5003 was approved in July 2012 to subdivide the resulting 19.97 acre parcel into two large lots for purposes of sale, allowing separation of the park and neighborhood commercial site from the residential site.

In September 2013, the City Council approved Tentative Subdivision Map #4991 ("TSM 4991") and an amended and restated Development Agreement between the City of Woodland, Cal West Investors, LLC and Optimistic Partners, LLC covering the combined 44.97 acre tentative subdivision map, park and neighborhood commercial sites. The 2013 tentative map subdivided the entire 28.26 acres of R-8 zoned land resulting in 176 single family units; it did not include subdivision of the 5.89 acres of R-15 zoning to the south, except as a remainder parcel. The park and neighborhood commercial sites were not included in the map; however the map was conditioned to address the site prior to submitting the first final map as follows:

> Future Park and Rezone Application (COA #24): The Specific Plan indicates that the 2-acre commercial sites within the Plan area shall be floating designations with the precise location determined at the time of the land division that creates the park and surrounding residential lots. Prior to acceptance of the first final map the applicant shall either submit an application for a Spring Lake Plan Amendment or provide funding toward a future Plan Amendment for the relocation of the park west of its existing location. Determination for the location of the remaining 2 acres shall be provided at that time.

Project Proposal

The Cal West Investors application proposes: (1) a General Plan amendment and a Spring Lake Specific Plan amendment to allow for the rezoning of both the 5.89 acre, R-15 (Medium Density Residential) site and the 2 acre Neighborhood Commercial site to R-8 (Medium Low Density); (2) the reconfiguration and slight increase

in size of the existing Park (Open Space); and (3) an amendment to the Development Agreement to amend the overall Cal West Project site description and update the Conditions of Approval reflecting the proposed amendments.

General Plan Amendment
The General Plan amendment includes:

1. Re-designating the 5.89 acre Medium Density Residential site and the 2 acre Neighborhood Commercial site to Medium Low Density Residential. (See Attachment 1, Exhibit 1 - General Plan Amendment Exhibit)

Specific Plan Amendments
The Specific Plan amendments (Attachment 1, Exhibit 2) include:

1. Rezoning the 5.89 acre R-15 (15 du/ac) site and the 2 acre Neighborhood Commercial site to R-8 (8 du/ac) - resulting in an overall reduction of approximately 35 dwelling units (as compared to the existing R-15 site and based upon the preliminary lotting plan for the site, see Attachment 7);
2. Reconfiguring the existing 8 acre park away from the intersection of Harry Lorenzo Avenue and Farmer's Central Road - the park will slightly increase in size from 8.28 acres to 8.34 acres gross (8.0 acre park site and 0.34 acre greenbelt located along the southern boundary of the park); and
3. Modifying Section 2.43.1(e) of the Specific Plan regarding rezoning of the 2 acre Neighborhood Commercial sites.

Development Agreement Amendment Request

As outlined in the Background section above, the original Development Agreement for the Cal West Project site was entered into as part of the Specific Plan Amendment in 2010 to establish the zoning and densities. That agreement was revised in 2013 as part of the Tentative Subdivision Map and entered into by both Cal West Investors, LLC and Optimistic Partners, LLC, as the two ownership entities associated with the tentative map, and by the City of Woodland. An amendment to the Development Agreement is included with this project.

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.
- Notices were mailed to all property owners within the Spring Lake Planning Area and within 300 feet of the project site.
- Copies of all notices and reports were provided electronically to identified Spring Lake neighborhood representatives for general distribution and posting on the Spring Lake Facebook page.

Copies of the factual staff report for the proposed project have been on file at City Hall since December 12, 2014.

Applicable Laws, Codes & 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 Actions 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;
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 No. 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 Road 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; and
8. June 17, 2014 (Resolution No. 6257) to amend the Spring Lake Specific Plan land use designations, Spring Lake Specific Plan Design Standards Table 2.4 (Minimum Lot Width), and the Spring Lake Affordable Housing Plan (50-unit limit).

Environmental Assessment Status

On August 15, 2000, the City Council certified the Turn of the Century Final EIR (State Clearinghouse Number 1199022069; Resolution No. 4215 adopted August 15, 2000). The City Council subsequently adopted several CEQA Addenda to the Turn of the Century EIR. Addenda prepared included:

- Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final SLSP;
- 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;
- 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;
- Addendum #4 (April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property;
- 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;
- Addendum #6 (Resolution No. 4806 adopted February 27, 2007), for the purposes of

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amending the Plan based on a request by Reynen and Bardis;

- 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;
- 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
- 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 on 16.22 acres, from multi-family R-20 and School designations to a single family R-8 designation; and
- Addendum #10 (Resolution No. 6255 adopted June 17, 2014) for the purposes of amending the Plan based on a request by the Turn of The Century, LLC amending the Spring Lake Specific Plan land use designations, Spring Lake Specific Plan Design Standards Table 2.4 (Minimum Lot Width), and the Spring Lake Affordable Housing Plan (50-unit limit).

Pursuant to Government Code Section 65457(a), 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.

As documented in the EIR Addendum, **Attachment 2**, 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, a subsequent EIR or Negative Declaration is not required. No subsequent EIR or Negative Declaration is required for residential projects undertaken in conformity with an adopted Specific Plan for which an EIR has been certified.

The SLSP 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. Any future land development proposal will require review for compliance with the Spring Lake Specific Plan and the certified EIR and compliance with project specific mitigations will be undertaken at the time an actual land development proposal is submitted for City review.

Reviewing Agency Comments

The application was circulated for review by agencies of jurisdiction. All reviewing agency comments received have been incorporated as Conditions of Approval, as appropriate.

Staff Analysis

Staff supports this project subject to the recommended conditions of approval and provides the following analysis regarding key areas of the Spring Lake Specific Plan's policies and regulations:

General Plan Consistency

The proposed General Plan amendment decreases the residential density of the 5.89 acre parcel located west of the park from Medium Density Residential (8.0 - 15.0 du/acre) to Medium Low Density Residential (5.0 - 12.0 du/acre). The modification provides for a more economically viable land use designation and for residential densities that the current housing market will more readily absorb and support.

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

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proposed modifications to the Development Agreement 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 existing programs was also ensured: Spring Lake Fiscal Impact Study, Financing Plan (Public Facilities), Capital Improvement Plan, Sewer/Drainage/Water Infrastructure Plans, Transit Plan, and Nexus Study.

Spring Lake Land Use Element

Residential Rezone from R-15 to R-8: The project includes a proposed rezone of the existing 5.89 (5.61 net) acre R-15 Multifamily remainder area (Tentative Subdivision Map #4991) to R-8 Single Family Residential, consistent with the zoning designation of the previously approved Tentative Subdivision Map. While the rezone of the 5.89 acres will result in a loss of approximately 49 multifamily residential units within the tentative map remainder area specifically, the overall project site, including the 2 acre commercial site rezone, will result in a net increase of approximately 52 units as compared to the original 2002 project site zoning (173 units original zoning versus 225 units at proposed zoning).

LAND USE SUMMARY	**TOTAL RESIDENTIAL UNITS**		
	Original (2002) Zoning	**2010 Amendment**	**Current Proposal**
R-15 (Multi-Family 10-15 du/ac)	60	84	0
R-8 (Single Family 6-8 du/acre)	38	173	225
R-5 (Single Family 5 du/ac)	75	0	0
TOTAL	**173**	**257**	**225**

As previously stated, the modification provides for a more economically viable land use designation and for residential densities that the current housing market will more readily absorb and support. Rezoning the R-15 site to R-8 will allow for the entire Cal West Project area to be more effectively marketed to a single builder and promote a more cohesive neighborhood design.

Neighborhood Commercial Rezone to Residential R-8: Also, as stated, the project includes a proposed zoning amendment to convert the existing 2 acre Neighborhood Commercial (NC) site to R-8, Single Family Residential. The site will be aligned to provide lots fronting Harry Lorenzo Avenue extending north from the corner of Harry Lorenzo Avenue and Farmer's Central Road as well as internally along Street "H" (see proposed lotting plan, Attachment 7). The proposed realignment repositions the park away from the busier intersection, creating a safer park environment for families and young children, allowing for the continuation of a consistent housing pattern and design down Harry Lorenzo Avenue, and providing for better circulation and the use of the roundabout access into the neighborhood.

The Spring Lake Plan includes a total of three, 2 acre neighborhood commercial sites within the Plan area located adjacent to each of the 8 acre neighborhood park sites. Section 2.0 of the Spring Lake Specific Plan

contains provisions pertaining to the 2 acre neighborhood commercial sites. Specifically, Section 2.43.1(e) states:

> *Land designated Neighborhood Commercial shall remain as such unless it remains undeveloped by Plan build-out (2015), at which time, if demonstrated to be infeasible as zoned, it may be rezoned for Park use only.*

The intent of the small neighborhood commercial site designations was to encourage retail and small office opportunities for residents in the immediate neighborhood with the goal of accommodating routine daily needs within walking distance of most residents (SLSP Objective LU-3). However, as stated in a recent City response letter to resident questions regarding build-out of the Spring Lake community (**Attachment 9**), due to a combination of factors including market conditions/economy, lack of financing, cost of new construction, high development fee (Spring Lake Infrastructure Fee, SLIF) burden, and limited market area (population/location) in Spring Lake, the commercial sites have not developed.

As Spring Lake residential development builds out, a higher population base will increase the potential viability of commercial uses, however, it is unlikely that all of the commercial sites will be viable even at build out of the Plan due to the variety of factors constraining them. Commercial impact fees, in addition to other costs to improve and develop a site are disproportionately high (as compared to residential development within Spring Lake and commercial development outside of Spring Lake). The development community would then weigh these costs against the likelihood that a small internal commercial site would be successful in capturing an adequate market share to result in a new positive return.

As provided for in SLSP Section 2.43.1(e), above, neighborhood commercial sites, if demonstrated infeasible as zoned, may be rezoned for park use at plan build-out (2015). Based on the analysis presented above, there is an argument for the need to rezone some neighborhood commercial space to allow for viable development within the plan area. However, the City has concern with regard to the practical implementation of Section 2.43.1(e) as follows:

- Each of the 2 acre commercial sites as well as the 4 acre central commercial site is privately owned. The statement (Sec. 2.43.1(e)) does not specify who would acquire and improve the possible 2 acre Neighborhood Commercial sites if and when they convert to park use. It is unknown whether the SLIF fee system will have adequate funds remaining at build-out to purchase and improve the 2 acre sites.
- The 2 acre park sites were not included in the Landscape and Lighting District (LLD), which is funded by Spring Lake property owners, including area home owners. It is not clear how the cost for maintenance of the additional park land would be accommodated without either increasing LLD costs or reducing maintenance in other areas.
- At the time this Plan was written (2000), the economy was heating up and building was expected to occur at a very rapid pace. It was thought that the Spring Lake Plan would be fully built out by 2015 and that efforts would have begun on the future Master Plan Remainder area located to the southeast of the Plan area. However, build-out will clearly not occur by the year 2015.

To address these significant areas of concern, it is the City's recommendation that the plan language be amended to more clearly identify expectations as to when and how the 2 acre NC sites may be repurposed, and to allow the proposed 2 acre Neighborhood Commercial site within the Cal West project area, Spring Lake Neighborhood "A", to be rezoned to R-8, as follows:

Restatement of Section 2.43.1(e): *Except for the 2-acre Neighborhood Commercial site located within Neighborhood "A" of the Spring Lake Specific Planning Area, land designated as*

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neighborhood commercial shall remain as such, unless it remains undeveloped by Plan build-out ~~(2015)~~, at which time, if demonstrated to be infeasible as zoned, it may be rezoned for park use only.

Staff supports the proposed rezone of the subject neighborhood commercial site due to its close proximity (less than half a mile) to the existing Bel Air Grocery neighborhood shopping center, which serves a similar purpose, as well as the existing park site's proximity to the Master Plan Remainder Area which holds the potential for future park land expansion south of the project site in a better park configuration than if the 2 acre commercial site was converted to park use. Additionally, Spring Lake Central, located just over a quarter mile south of the Cal West site, includes a larger 5 acre neighborhood commercial site. Rezoning the subject 2 acres to residential will reduce commercial competition and allow for a more viable commercial project at Spring Lake Central.

Staff is aware of Spring Lake residents' concerns regarding the timing of park improvements within the community and the elimination of commercial sites. The City is currently awaiting a completed appraisal for the "N3" park site located at the northeast corner of Miekle Avenue and Marston Drive to evaluate the City's ability to acquire both the 8-acre designated park site and 2-acre Neighborhood Commercial site in this location for park development. Acknowledging residents' desire to continue to move forward on the N3 park site as the priority and the desire to see park improvements, in general, completed in the near term, staff is developing a final Development Agreement and condition language regarding these improvements. Specifically, staff is working with the applicant to achieve neighborhood goals regarding the timing, phasing, and development obligations for park improvements. Condition language will address the 8 acre designated park site and adjacent greenbelt, and the timing and improvements of the 8-acre "N3" park site located at the northeast corner of Miekle Avenue and Marston Drive.

Spring Lake Housing Element

Affordable Housing: The project is subject to the Spring Lake Affordable Housing Plan, which requires that ten percent (10%) of single-family units be affordable to low-income households, and that ten percent (10%) of all multi-family units be affordable to low-income households and twenty percent (20%) of the units be affordable to very low-income households, or that twenty-five percent (25%) of the multifamily units be affordable to very-low income households.

The rezone of the 2 acre Neighborhood Commercial site to residential use (R-8) will result in approximately 14 additional single family units and the requirement that 10% of those units, or a total of one (1) unit based on the preliminary lotting plan, be made available to a low income buyer. In combination with the approved 176 single-family units (Tentative Subdivision Map #4991), it is estimated that a total of 19 single-family housing units will be made available at the low income affordability level within the Cal West project site.

With respect to the existing R-15 multifamily property proposed for rezone to R-8, all low or very-low income units currently required of the multifamily site shall be deemed replaced by those units provided in excess of the affordable units otherwise required for the R-25 Mutual Housing (Heidrick Phase 1) multi-family site, as provided for in TSM 4991 Condition of Approval #13 regarding affordable unit replacement sites as follows:

> TSM 4991, COA 13. Affordable Unit Replacement Site: *With respect to the currently zoned R-15 multi-family property, located east of SR 113 and designated as a remainder parcel in TSM #4991, any low or very-low income units may be deemed as replaced with the units that may be developed as a result of the proposed future development of the Heidrick Phase I, R-25 site (Mutual Housing). However, only those units for which building permits have been pulled on the R-25 site, may be considered as potential replacement units and only if they are in excess of the minimum number of affordable units required for the R-25 multi-family site, (13 low income*

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units and 25 very low income, or 32 very low income units).

In December 2013, Mutual Housing pulled building permits for 61 affordable units on the Heidrick property located east of the Cal West project site at the corner of Farmer's Central Road and Pioneer Avenue. Twenty-three (23) of those units are in excess of the project's affordability requirement and can be utilized as replacement units for the Cal West R-15 site. The R-15 site has an obligation to provide six (6) low-income units and twelve (12) very low-income units (or 15 very low-income units) based on the original 4 acre development site. (The R-15 site was originally increased from 4 acres to the current 5.61 acres to accommodate additional units to generate the fees needed to allow the R-25 site to be built out at 101 units rather than 125 units; however, the increase in size did not require an increase in the number of affordable units required.)

The 23 excess units (3 low-income and 20 very low-income) from the Mutual project are sufficient to replace the required R-15 affordable units.

Housing Balance: Staff continues to monitor the overall ratio of single-family units to multi-family units as required by the Specific Plan. The Specific Plan's Housing Element states that for every 100 residential units built, 71 percent should be single family units, and 29 percent should be multifamily units to meet the plan's affordability goals. To date, constructed and anticipated units are in-line with the stated unit ratio (approximately 72 percent single family and 28 percent multifamily at current standing). This single family to multifamily ratio will continue to be evaluated as the remaining subdivisions within the Spring Lake Specific Plan Area are prepared and if and when future rezone applications are requested.

Spring Lake Financing Plan

In order to maintain the fiscal and financial feasibility of the SLSP, it is the City's goal in implementing the SLSP, that the number of constructed units be as close as possible to the number of planned units. The initial constructed density requirement was set for the SLSP at 95 percent of the planned densities. However, a December 2008 amendment to the Spring Lake Infrastructure Fee (SLIF) plan increased the constructed density requirement to 100 percent of the planned density in order to reduce the overall SLIF 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).

Tentative Subdivision Map #4991, Condition of Approval #20, speaks to SLIF fee revenue as applicable to the Cal West Project site as follows:

> TSM 4991, COA 20. SLIF Fee Revenue: *Additional SLIF revenue generated by the additional residential units, as a result of the prior approved rezone of the project site on December 14, 2010, shall provide benefit overall to the Spring Lake Plan, and allocation of those units to cover any funding shortfall, as determined by the City shall be applied as follows: 1) Should the affordable multi-family project, (by Mutual Housing California) on the R-25 site in the Heidrick Ranch Phase 1 be developed, the difference between the maximum density of 125 units and the proposed unit density of 101 units, or 24 units, for that site may be made up through application of the Cal West Investor LLC and Optimistic Partner LLC project's additional fee revenue; 2) Any additional remaining fee revenue as a result of the Cal West Investors LLC and Optimistic Partners LLC development would be available should any possible future rezone applications on the Cal West Investors and Optimistic Partner project site be presented; and 3) Any remaining fee revenue would be utilized at the City's discretion.*

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Staff has analyzed applicable fees based on the original baseline conditions of the Cal West project site (before rezone of the school site and R-5/R-8 sites) as compared to the current rezone proposal, including applicable provisions of TSM 4991, COA #20 above, which require that excess SLIF revenue be first applied to the Mutual Housing site, remaining excess revenue may then be applied to rezones within the Cal West project site, and lastly, after all potential rezones are complete, should any excess revenue remain, that revenue may be utilized at the City's discretion. Based on this analysis, staff has determined that sufficient SLIF fee revenue is available after all rezones are complete to cover the deficit resulting from the current proposed reduction in dwelling units (15 du/ac to 8 du/ac) due to the overall net increase in the number of single family units as compared to the original site zoning. Excess remaining fee credits would result in the amount of $963,136. Staff's analysis takes into account the elimination of 60 multi-family units, the addition of 112 single-family units, the elimination of the 2 acre Neighborhood Commercial site, and the obligation to fill the 24 unit gap in the R-25 Mutual Housing site based on the maximum allowable density as compared to the 101 unit, approved apartment project. A summary of fee calculations and anticipated revenue, comparing original baseline zoning conditions to conditions after all rezones are completed, is provided below.

CAL WEST SLIF FEE CALCULATION:

Land Use	Units	DUE Rate	Total SLIF	:::	Park Contribution**
(Baseline Conditions, before Rezone of School Site and R-5/R-8 Sites)					
R-15	60	$26,689	$1,601,340		$268,080
R-8	38	$40,440	$1,536,720		$257,222
R-5	75	$40,440	$3,033,000		$507,675
NC*	2ac		$1,356,284		$0.00
Total Fees			**$7,527,344**		**$1,032,977**
(After All Rezones)					
R-8 ~~R-15~~	35	$40,440	$1,415,400		$236,915
R-8	176	$40,440	$7,117,440		$1,191,344
R-8 ~~NC~~	14	$40,440	$566,160		$94,766
Total Fees			**$9,099,000**		**$1,523,025**
R-25 (make-up)	24	$25,355	($608,520)		
Total Fees after "make-up"			**$8,490,480**		

*SLSP assumes NC build-out at 50% FAR. 2 acres at 50% build-out = 43,560sqft. Commercial fees are calculated at $31.13/sqft.

**Of the $40,440 per single family unit SLIF, $6,769 is allocated to park acquisition/improvements. Of the $26,689 per multifamily unit SLIF, $4,468 is allocated to park acquisition/improvements. After all rezones are completed, an additional $490,048 will be allocated toward park acquisition/improvements.

SCHOOL FEES:

School fees are collected based on residential square footage and calculated at $4.74 per residential square foot for both single family and multifamily units. While an exact comparison of school fees cannot be calculated at this time, it is estimated that there will be a significant increase in school fees due to an overall increase in residential units and, in particular, single family units that tend to be larger in total square footage as compared to multifamily apartment units in Spring Lake.

OFFSITE AFFORDABLE HOUSING FEE:

Offsite affordable housing fees are due at final map and calculated based on a per unit (Single Family)

rate of $1,100. Multi-family units are not required to pay an offsite affordable housing fee. After all rezones are completed, an additional $123,200 will be collected in offsite affordable housing fees, as follows:

Land Use	Units	Per Unit Fee	Total
(Baseline Conditions, before Rezone of School Site and R-5/R-8 Sites)			
R-15	60	$0	$0
R-8	38	$1,100	$41,800
R-5	75	$1,100	$82,500
NC*	2ac	$0	$0.00
Total Fees			**$124,300**
(After All Rezones)			
R-8 ~~R-15~~	35	$1,100	$38,500
R-8	176	$1,100	$193,600
R-8 ~~NC~~	14	$1,100	$15,400
Total Fees			**$247,500**

Appeals

Planning Commission action on the proposed project is advisory, and includes a recommendation to the City Council regarding final action. Final action on the project is subject to review and consideration by the City Council at a subsequent public hearing.

Recommendation

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

Motion #1: Move that the Planning Commission adopt Resolution No. PC14-_____, recommending to the City Council approval of amendments to the General Plan and Spring Lake Specific Plan for approximately 16 acres of the Cal West Project site and approval of the First Amendment to the Development Agreement for the Cal West Project.

Motion #2: Move that the Planning Commission recommend that the City Council public hearing occur after the size and terms for purchase of the Spring Lake N-3 park have been determined.

ATTACHMENTS:

1. Planning Commission Resolution
    a. Exhibit 1 - General Plan Amendment
    b. Exhibit 2 - Specific Plan Amendment
    c. Exhibit 3 - SLSP Section 2.43.1(e) Amended Language
2. City Council Resolution Adopting CEQA EIR Addendum #11
    a. Exhibit 1 - CEQA EIR Addendum #11
3. City Council Resolution Amending the General Plan
4. City Council Resolution Amending the Specific Plan
5. City Council Ordinance Amending the Development Agreement
    a. Exhibit 1 - Amended and Restated Development Agreement (September 2013)
    b. Exhibit 2 - Amended Development Agreement
        i. Exhibit 1 - Amended Conditions of Approval
6. Project Application and Justification Statement
7. Proposed Lotting Plan
8. Tentative Subdivision Map #4991 (for reference only)

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9. City Response Letter
10. Comment Letters from Public

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 CAL WEST PROJECT AREA IN SPRING LAKE

WHEREAS, the Woodland Planning Commission held a duly noticed public hearing on December 18, 2014, to review and consider recommending to the City Council approval of the proposed General Plan and Spring Lake Specific Plan amendments and amendment to the Development Agreement for the Cal West Project; and

WHEREAS, the Planning Commission reviewed and considered a proposed 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 Cal West 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 Cal West Project as described in more detail in Exhibit "2", and modifying Section 2.43.1(e) regarding rezoning of the 2 acre Neighborhood Commercial sites, as described in more detail in Exhibit "3;" and

WHEREAS, the build out of the Specific Plan is not anticipated to occur by the year 2015; and

WHEREAS, sufficient Spring Lake Park funding is not readily available for the City to acquire the 2-acre Neighborhood Commercial site for park use;

WHEREAS, existing neighborhood serving retail opportunities and businesses are located within close proximity (less than half a mile) to the subject Neighborhood Commercial site; and

WHEREAS, the existing 8 acre park site is located just north of the future Master Plan Remainder Area which holds the potential for future park land expansion south of the project site in a better park configuration than if the 2 acre commercial site was converted to park use; and

WHEREAS, the Planning Commission considered the proposed EIR Addendum #11 and Spring Lake Specific Plan Amendment #9 for the purposes of amending the Spring Lake Specific Plan based on a request by Cal West Investors, LLC and Optimistic Partners, LLC to modify land use designations and Section 2.43.1(e) of the Spring Lake Specific Plan; 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 to the City Council:

1. Approval of amendments to the General Plan and Spring Lake Specific Plan for approximately 16 acres of the Cal West Project site and approval of the First Amendment to the Development Agreement for the Cal West Project; and

2. That the City Council public hearing occur after the size and terms for purchase of the Spring Lake N-3 park have been determined.

PASSED AND ADOPTED by the Planning Commission of the City of Woodland at a regular meeting on the 18th day of December 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

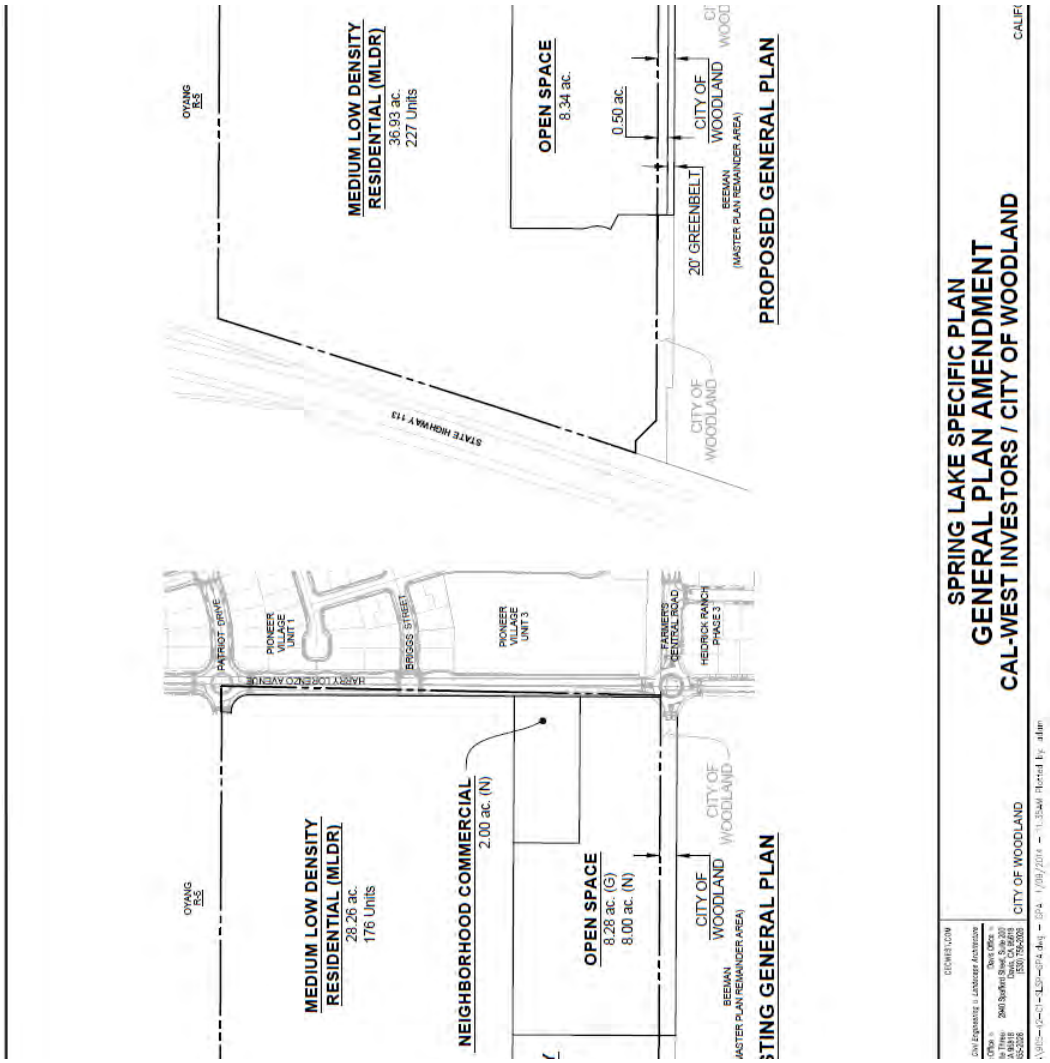
Seth Wurzel, Chairperson

ATTEST:

_____

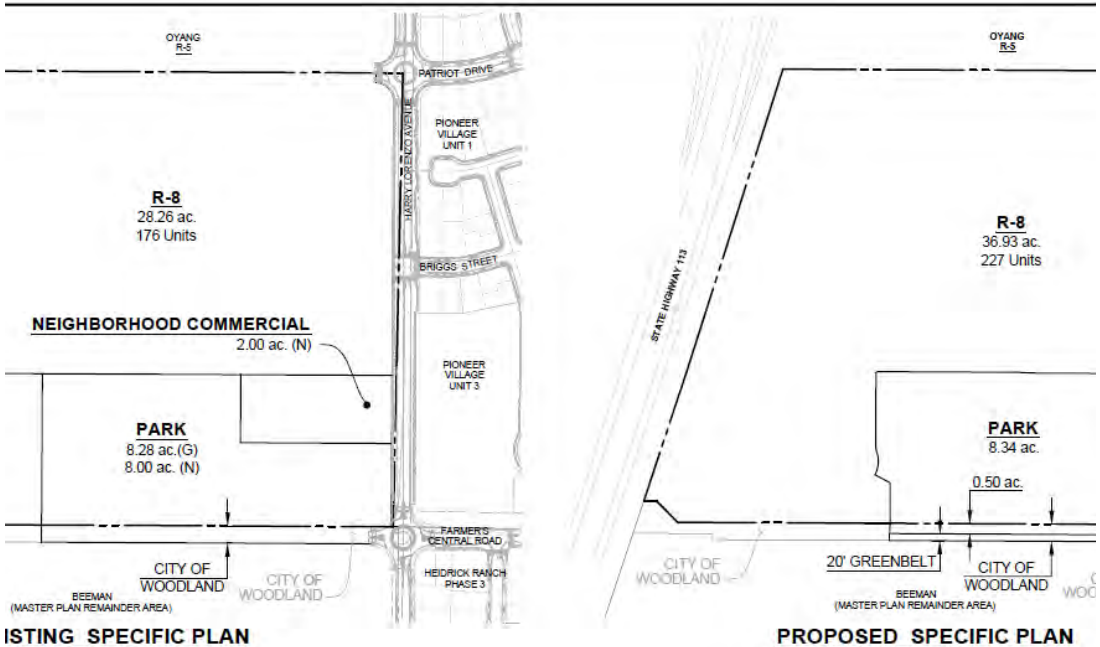
Cindy Norris, Planning Commission Secretary

Exhibit 1



MEDIUM LOW DENSITY
RESIDENTIAL (MLDR)
36.93 ac.
227 Units
OPEN SPACE
8.34 ac.
0.50 ac.
20' GREENBELT
CITY OF WOODLAND
BEEMAN
(MASTER PLAN REMAINDER AREA)
PROPOSED GENERAL PLAN
STATE HIGHWAY 113
OYANG R-5
MEDIUM LOW DENSITY
RESIDENTIAL (MLDR)
28.26 ac.
176 Units
NEIGHBORHOOD COMMERCIAL
2.00 ac. (N)
OPEN SPACE
8.28 ac. (G)
8.00 ac. (N)
PATRIOT DRIVE
PIONEER VILLAGE UNIT 1
BRIGGS STREET
PIONEER VILLAGE UNIT 3
FARMERS CENTRAL ROAD
HEIDRICK RANCH PHASE 3
HARRY LORENZO AVENUE
SPRING LAKE SPECIFIC PLAN
GENERAL PLAN AMENDMENT
CAL-WEST INVESTORS / CITY OF WOODLAND
CITY OF WOODLAND

Exhibit 2



MMARY

	AREA	TOTAL UNITS	PROPOSED LAND USE		DENSITY	AREA
SINGLE FAMILY RESIDENTIAL (6-8du/ac.)	28.26 AC.	176	R-8	SINGLE FAMILY RESIDENTIAL (8du/ac.)	6.06	36.93 AC.
MULTI-FAMILY RESIDENTIAL (10-15 du/ac)	5.89 AC.	84	-			
PARK	8.28 AC.	0	PARK [3]	PARK		8.34 AC.
NEIGHBORHOOD COMMERCIAL	2.00 AC.	0	-			
HARRY LORENZO AVENUE	0.54 AC.		COLLECTOR	HARRY LORENZO AVENUE		0.54 AC.
	44.97 AC.	257				45.81 AC.[4]

UDES 0.50 ACRES OF CITY PROPERTY
ECTOR ROADS REMOVED, NC ACREAGE IS 2.00 ACRES NET.

[3] WITH CITY GREENBELT REMOVED (0.34 ac.), PARK ACREAGE IS 8.00 ACRES NET, INCLUDING 0.50 ACRES OF CITY PROPE
[4] SUBTRACT 0.34 ACRES OF CITY GREENBELT AND 0.50 ACRES OF CITY PROPERTY TO GET TOTAL EXISTING ACREAGE

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Office ▫ Davis Office ▫
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CA 95816 Davis, CA 95618
455-2026 (530) 756-2026

CITY OF WOODLAND

SPRING LAKE SPECIFIC PLAN
SPECIFIC PLAN AMENDMENT
CAL-WEST INVESTORS / CITY OF WOODLAND

CALIF

A\905-42-C1-SLSP-SPA.dwg - SPA 1/09/2014 - 11:36AM Plotted by: adam

Exhibit 3

Restatement of the Spring Lake Specific Plan Section 2.43.1(e): *Except for the 2-acre Neighborhood Commercial site located within Neighborhood "A" of the Spring Lake Specific Planning Area, land designated as neighborhood commercial shall remain as such, unless it remains undeveloped by Plan build-out ~~(2015)~~, at which time, if demonstrated to be infeasible as zoned, it may be rezoned for park use only.*

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING CEQA EIR ADDENDUM #11 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; and

WHEREAS, on June 17, 2014, the City Council held a noticed public hearing to consider the proposed EIR Addendum # 10 and Spring Lake Specific Plan Amendment #8 for the purposes of amending the Plan based on a request by the Turn of The Century, LLC amending the Spring Lake Specific Plan land use designations, Spring Lake Specific Plan Design Standards Table 2.4 (Minimum Lot Width), and the Spring Lake Affordable Housing Plan (50-unit limit).

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 #11 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 #11 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 #11 dated November 19, 2014, as attached

PASSED AND ADOPTED by the City Council on _____, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Tom Stallard, Mayor

ATTEST:

Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

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

Cal West Area Project

Certified August 15, 2000
(SCH# 99022069)

THE CITY OF WOODLAND

NOVEMBER 19, 2014

PREPARED BY

Erika Bumgardner, Associate Planner
City Of Woodland
Community Development Department

1	Addendum to the Turn of the Century Specific Plan Environmental Impact Report for the **Cal West Area Project**

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 Cal West 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, Spring Lake Specific Plan Amendment for the **Cal West 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 terns "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 **Cal West Project Area** General Plan and Specific Plan Amendment(s) proposes amendments to the land uses identified in the SLSP. The following amendments are proposed:

1) Rezone of the 5.89 acre, R-15 (Medium Density Residential) designation to R-8 (Medium Low Density);

2) Rezone of the 2-acre Neighborhood Commercial site to R-8 (Medium Low Density); and

3) Reconfigure and increase the existing Park (Open Space) from 8.28 acres to 8.34 acres.

A comparison based on existing and proposed land use designations for units and dwelling unit equivalents (DUE) are shown in Table 1.

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-15 Multi Family Residential (15 du/ac)	84	5.89	**R-8** Single Family Residential (8 du/ac)	35	5.89	(49)	0
NC Neighborhood Commercial	0	2	**R-8** Single Family Residential (8 du/ac)	14	2	14	0
Park	0	8.28	**Park**	**0**	8.34	0.06	0
Net Change for Units and DUEs							
Total Units	**84**		**Total Units**	**59**		**(25)**	
Dwelling Unit Equivalent (DUE) 0.66*	**55.44**		**Dwelling Unit Equivalent (DUE)**	**59**		**3.56**	

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

The project includes a proposed rezone of the existing 5.61 net acre R-15 multifamily remainder area (Tentative Subdivision Map #4991) to R-8 single family residential, consistent with the zoning designation of the previously approved Tentative Subdivision Map. While the rezone of the 5.61 acres will result in a loss of approximately 49 residential units within the remainder area specifically, the overall project site including the 2 acre commercial site rezone, will result in a net increase of approximately 52 units as compared to the original 2002 project site zoning (173 units original zoning versus 225 units at proposed zoning). For purposes of calculating Spring Lake Infrastructure Fees (SLIF) (which is based on DUE), the project results in a net increase of 3.56 DUE.

Staff believes that the proposed site rezoning and development at the R-8 density will provide for an attractive development and will be compatible with the existing development in the area.

Determination

In review of the Cal West Project 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 Cal West Project 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 Cal West Project 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 Cal West Project Area Specific Plan Amendment.

Table 2 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 84 Multi-Family (R-15) residential dwelling units on the project site, 2 acres of Neighborhood Commercial (NC) and 8 acres of designated parkland. The project includes rezoning of the 5.89 acre R-15 site and the 2 acre NC site to R-8, and the slight reconfiguration of the park site. The rezones will result in 49 fewer residential units on the 5.89 acre site and an increase of 14 units on the 2 acre site; resulting in a net reduction of 35 residential units overall. The decrease in residential units as a result of the proposed rezone 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 the 5.89 acre R-15 site and the 2 acre NC site to R-8, and the slight reconfiguration of the park site, resulting in the development of 35 fewer residential units within the Spring Lake Specific Plan (SLSP). As proposed, the maximum density results in fewer residential units as compared to the existing zoning, therefore, 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 Cal West project will result in a net density of 6.1 dwelling units/acre for the overall Cal West project area. The rezone of the Neighborhood Commercial site to residential use (approximately 14 residential units) is not anticipated to result in increased traffic. 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. At such time a subdivision or development application is submitted for the project site, a detailed

	infrastructure capacity study will be completed. Because the proposed land uses are similar to those studied in the SLSP, and in fact, result in fewer overall residential units than previously anticipated, 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 significant effects; or	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.
(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 Cal West 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. At such time a subdivision or development application is submitted for the project site, a detailed infrastructure capacity study will be completed.
(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;	New significant effects would not occur.
(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;	Significant effects will not be more severe than identified in the SLSP, Turn of the Century EIR.
(C) Mitigation measures or alternatives previously found	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.

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 measure or alternative.	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.
(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	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.

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.	
(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.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING THE GENERAL PLAN LAND USE DIAGRAM FOR THE CAL WEST PROJECT

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 45 acres and is more commonly known as Yolo County Assessor's Parcel Numbers 041-070-051 and 041-070-055 ("Cal West Property") as Medium Low Density Residential (MLDR), Medium Density Residential (MDR), Open Space (OS) and Neighborhood Commercial (NC); and

WHEREAS, Cal West Investors, LLC, and Optimistic Partners, LLC, as owners of the Cal West Property, have submitted an application to the City requesting that the General Plan Land Use Diagram be amended to redesignate 5.89 acres of the Cal West Property from MDR R-15 to MLDR R-8 and redesignate 2 acres of NC to MLDR R-8, along with a shift in the location of the 2 acres to align with Harry Lorenzo Avenue in a north-south direction; and

WHEREAS, on _____, 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 _____, 2015 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 Addendum #11 to the Turn of the Century Specific Plan Environmental Impact Report for Cal West 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 Cal West Project as follows: 5.89 acres of the Cal West Property from MDR R-15 to MLDR R-8 and redesignate 2 acres of NC to MLDR R-8, along with a shift in the location of the 2 acres to align with Harry Lorenzo Avenue in a north-south direction, as depicted in Exhibit 1, 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 Cal West Project.

PASSED AND ADOPTED by the City Council on _____, 2015 by the following vote

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
Tom Stallard, Mayor

ATTEST:

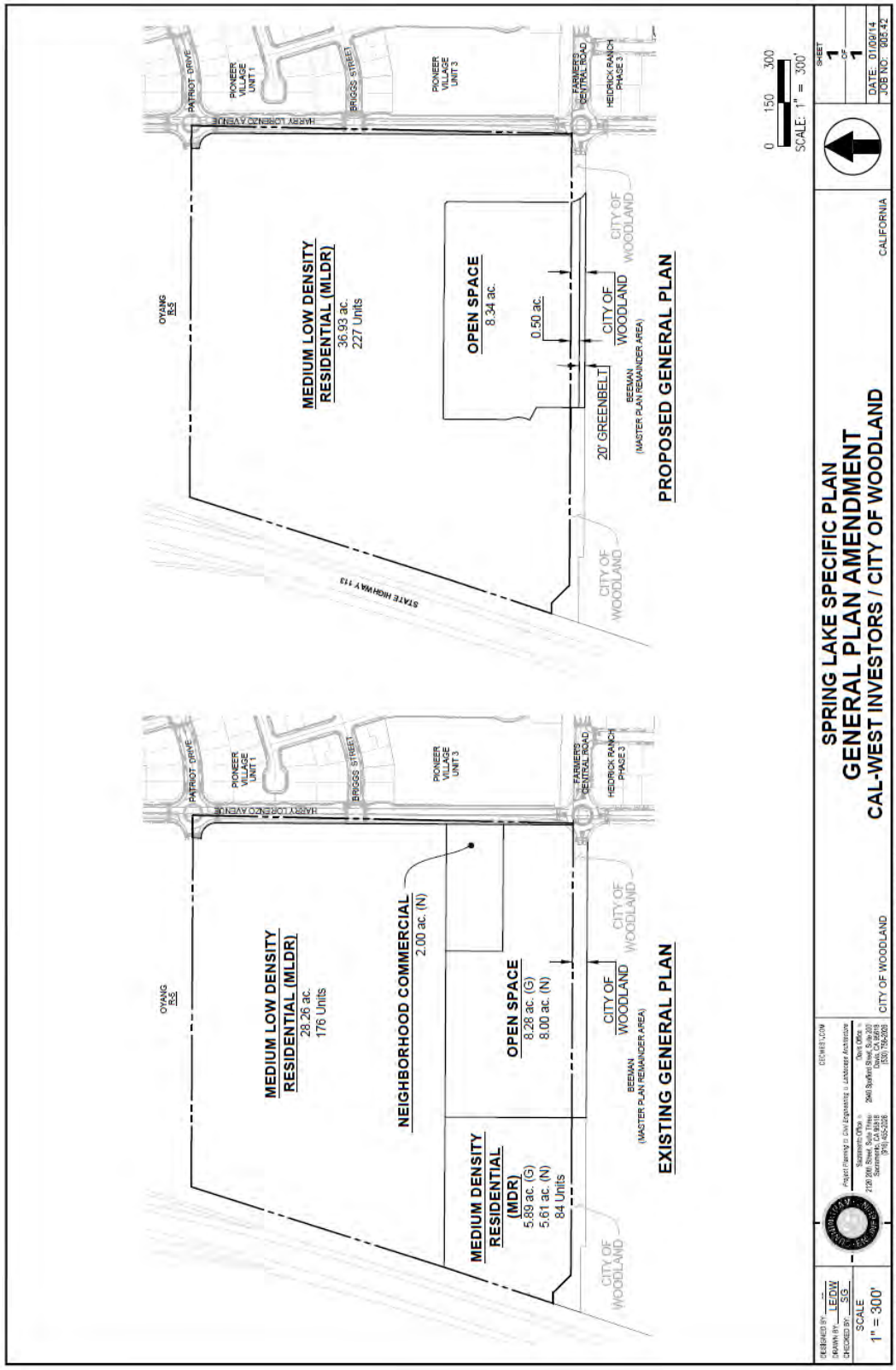
_____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM:

_____
Kara K. Ueda, City Attorney

Exhibit 1 General Plan Land Use Diagram Amendment

Exhibit 1



SPRING LAKE SPECIFIC PLAN
GENERAL PLAN AMENDMENT
CAL-WEST INVESTORS / CITY OF WOODLAND
CITY OF WOODLAND
CALIFORNIA
SCALE: 1" = 300'
0 150 300
SHEET 1 OF 1
DATE: 01/09/14
JOB NO: 905.42
PROPOSED GENERAL PLAN
MEDIUM LOW DENSITY RESIDENTIAL (MLDR)
36.93 ac.
227 Units
OPEN SPACE
8.34 ac.
0.50 ac.
20' GREENBELT
CITY OF WOODLAND
BEEMAN (MASTER PLAN REMAINDER AREA)
OYANG R-5
STATE HIGHWAY 113
HARRY LORENZO AVENUE
PATRIOT DRIVE
PIONEER VILLAGE UNIT 1
BRIGGS STREET
PIONEER VILLAGE UNIT 3
FARMER'S CENTRAL ROAD
HEIDRICK RANCH PHASE 3
EXISTING GENERAL PLAN
MEDIUM LOW DENSITY RESIDENTIAL (MLDR)
28.26 ac.
176 Units
NEIGHBORHOOD COMMERCIAL
2.00 ac. (N)
OPEN SPACE
8.28 ac. (G)
8.00 ac. (N)
MEDIUM DENSITY RESIDENTIAL (MDR)
5.89 ac. (G)
5.61 ac. (N)
84 Units

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING THE SPRING LAKE SPECIFIC PLAN LAND USE DESIGNATIONS AND AMENDING SECTION 2.43.1(E) OF THE SPRING LAKE SPECIFIC PLAN LAND USE ELEMENT FOR THE CAL WEST PROJECT TO BE DEVELOPED BY CAL WEST INVESTORS, LLC AND OPTIMISTIC PARTNERS, LLC

WHEREAS, the City of Woodland ("City") desires to amend the Spring Lake Specific Plan Land Use Designations and amend Section 2.43.1(e) of the Spring Lake Specific Plan Land Use Element for the Cal West 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 Cal West Project as described in more detail in Exhibit "1" and amending Section 2.43.1(e) of the Specific Plan pertaining to the rezoning of the 2-acre Neighborhood Commercial sites as described in more detail in Exhibit "2"; and

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

WHEREAS, the City of Woodland City Council held a duly noticed public hearing on _____, 2015 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" and amend Section 2.43.1(e) of the Specific Plan as described in Exhibit "2;" 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. Amendment to the Spring Lake Specific Plan for the Spring Lake Cal West Project, as described in Exhibit "1"; and

   B. Amendment to Section 2.43.1(e) of the Spring Lake Specific Plan as described in Exhibit "2."

   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 have taken effect pursuant to this paragraph.

PASSED AND ADOPTED by the City Council on _____, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Tom Stallard, Mayor

ATTEST:

_____
Ana Gonzalez, City Clerk

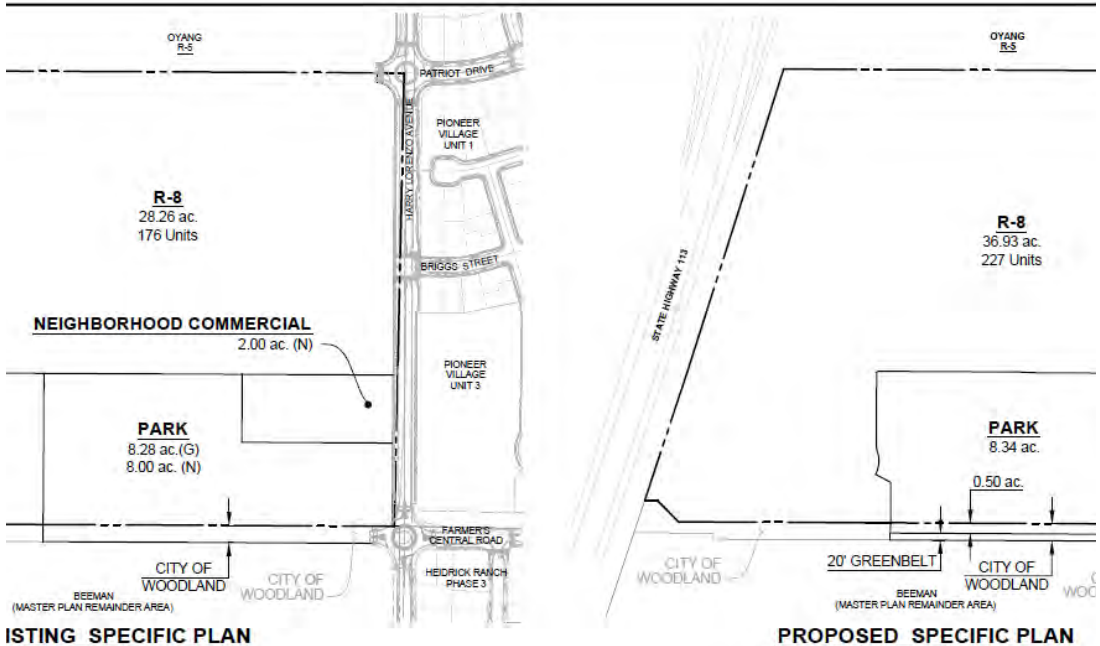
APPROVED AS TO FORM:

_____
Kara K. Ueda, City Attorney

Dated:_____

Exhibit "1" - Spring Lake Specific Plan Land Use Amendment Exhibit
Exhibit "2" - Spring Lake Specific Plan Section 2.43.1(e) Amendment Exhibit

Exhibit 1



MMARY

	AREA	TOTAL UNITS	PROPOSED LAND USE		DENSITY	AREA
SINGLE FAMILY RESIDENTIAL (6-8du/ac.)	28.26 AC.	176	R-8	SINGLE FAMILY RESIDENTIAL (8du/ac.)	6.06	36.93 AC.
MULTI-FAMILY RESIDENTIAL (10-15 du/ac)	5.89 AC.	84	-			
PARK	8.28 AC.	0	PARK [3]	PARK		8.34 AC.
NEIGHBORHOOD COMMERCIAL	2.00 AC.	0	-			
HARRY LORENZO AVENUE	0.54 AC.		COLLECTOR	HARRY LORENZO AVENUE		0.54 AC.
	44.97 AC.	257				45.81 AC. [4]

UDES 0.50 ACRES OF CITY PROPERTY
ECTOR ROADS REMOVED, NC ACREAGE IS 2.00 ACRES NET.

[3] WITH CITY GREENBELT REMOVED (0.34 ac.), PARK ACREAGE IS 8.00 ACRES NET, INCLUDING 0.50 ACRES OF CITY PROPE
[4] SUBTRACT 0.34 ACRES OF CITY GREENBELT AND 0.50 ACRES OF CITY PROPERTY TO GET TOTAL EXISTING ACREAGE

CWEST.COM
Civil Engineering ▫ Landscape Architecture
Davis Office ▫
2940 Spafford Street, Suite 200
Davis, CA 95618
(530) 756-2026

CITY OF WOODLAND

SPRING LAKE SPECIFIC PLAN
SPECIFIC PLAN AMENDMENT
CAL-WEST INVESTORS / CITY OF WOODLAND

CALIF

A\805-12-01-SLSP-SPA.dwg — SPA 1/09/2014 — 11:36AM Plotted by: adam

Exhibit 2

Restatement of the Spring Lake Specific Plan Section 2.43.1(e): *Except for the 2-acre Neighborhood Commercial site located within Neighborhood "A" of the Spring Lake Specific Planning Area, land designated as neighborhood commercial shall remain as such, unless it remains undeveloped by Plan build-out ~~(2015)~~, at which time, if demonstrated to be infeasible as zoned, it may be rezoned for park use only.*

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 CAL WEST INVESTORS, LLC AND OPTIMISTIC PARTNERS, LLC TO USE AND DEVELOP THE CAL WEST PROJECT AREA LOCATED WITHIN THE SPRING LAKE SPECIFIC PLAN AREA

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, Cal West Investors, LLC and Optimistic Partners, LLC (collectively "Developer") together propose 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 "2" 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), and a modification to Section 2.43.1(e) of the Spring Lake Specific Plan regarding redesignation of the 2 acre Neighborhood Commercial sites in accordance with the proposed Cal West Project Specific Plan Amendments; and

WHEREAS, on _____, 2015, 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 _____, 2015, 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 _____ 2015, 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 have undergone review by the City at publicly noticed hearings and have 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 "2."

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 _____ 2015, 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, or a Memorandum of 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 _____, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Tom Stallard, Mayor

ATTEST:

_____
Ana Gonzalez, City Clerk

APPROVED AS TO FORM:

_____
Kara K. Ueda, City Attorney

Dated:_____

Exhibit "1" – Amended and Restated Development Agreement (July 1, 2013)
Exhibit "2" – First Amendment to Development Agreement

EXHIBIT 1

[Development Agreement]

EXHIBIT 2

[First Amendment to Development Agreement]

Recorded at request of:
City Clerk
City of Woodland

When recorded return to:
City of Woodland
300 First Street
Woodland, CA 95695
Attention: City Clerk

Exempt from filing fees pursuant to Government Code §6103

AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND,

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

CAL WEST INVESTORS LLC AND OPTIMISTIC PARTNERS LLC

8.29.13 version

DEVELOPMENT AGREEMENT NO. [____]

This Development Agreement (hereinafter "Agreement") is entered into as of this ___ day of September, 2013 by and between the City of Woodland, California ("CITY"), and Cal/West Investors LLC and Optimistic Partners, LLC, California corporations (collectively "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, more fully described on Exhibit "A" and shown on Exhibit "B" to this Agreement (Property), and which requires owners of property within the Plan area to enter into development agreements as a precondition of development; and

WHEREAS, this Agreement includes the ten acre park and neighborhood commercial site shown on Exhibit B, and Owner agrees to submit an application for its development prior to acceptance of the first final map; and

WHEREAS, CITY and Cal/West Seeds entered into a development agreement relative to the development known as the Cal/West Seeds Inc. 20 acres, which development agreement was recorded in the Official Records of Yolo County on November 4, 2011, as Instrument No. 2011-0030468-00, and on or around October 9, 2012, City approved a lot line adjustment whereby a portion of the Cal/West Seeds property would be owned by Cal West Investors, LLC and subject to the Cal/West Seeds development agreement; and

WHEREAS, Cal/West Seeds subsequently sold its 20-acre property to Optimistic Partners, LLC, which currently owns the 20 acres formerly owned by Cal/West Seeds; and

WHEREAS, CITY and Cal West Investors, LLC entered into a certain development agreement relative to the development known as the Cal West Investors LLC 25 aces, which development agreement was recorded in the Official Records of Yolo County on July 20, 2012 as Instrument No. 2012-0023092-00, and on or around October 9, 2012, City approved a lot line adjustment whereby a portion of the Cal West Investors property would be owned by Cal/West Seeds and subject to the Cal West Investors, LLC development agreement; and

WHEREAS, OWNER(s) and CITY now wish to enter into an Amended and Restated Development Agreement, which shall replace both the Cal West Investors, LLC and Cal/West Seeds Development Agreements as they pertain to the Property allowing for the construction of a project as described herein ("Project"); and

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

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by CITY and OWNER and have been found to be fair, just and reasonable; 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, the City Council hereby finds and determines that this development agreement is of major significance because it will enable the City to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on the City; 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 the 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; 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 Project 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 eliminate uncertainty in planning and provide for the orderly development of OWNER's 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 Section 65864, et seq. of the Government Code are intended.

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 adequacy of which are 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 municipal corporation.

1.1.3 "City Council" means the duly elected city council of the City of Woodland.

1.1.4 "Commencement Date" means the date the Term of this Agreement commences.

1.1.5 "Development" means the improvement of the Property (as defined herein) 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.

1.1.6 "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.

1.1.7 "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.

1.1.8 "Development Impact Fee" means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to

the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and which may be increased or updated from time to time, but does not include fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies which provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

1.1.9 "Development Plan" means the plan for development of the Property as set forth in Exhibit "C".

1.1.10 "Effective Date" means the date the ordinance approving and authorizing this Agreement becomes effective.

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 (special or general) and assessments;

(c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property;

(e) the exercise of the power of eminent domain.

1.1.12 "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.

1.1.13 "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.

1.1.14 "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 "Reservation of Rights" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 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" – Development Plan and Conditions of Approval

Exhibit "D" – Development Impact Fees

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 in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 Term. The term of this Agreement shall commence on the date (the "Commencement Date") that is the Effective Date, and shall continue for a period of 20 years thereafter, unless this term is modified or extended pursuant to the provisions of this Agreement. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee. Any tentative map approved by CITY for the Property shall have a duration co-extensive with the duration 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 all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement ("Assignment and Assumption 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, obligations, agreements, covenants, and waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

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 such agreement 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 with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY (which written confirmation may be in the form of execution and recordation of the Assignment and Assumption Agreement), 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 subject to the transfer.

(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 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

2.4.5 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 that has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. 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 upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the lot, and the fees for such lot set forth in this Agreement have been paid.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled 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.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

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:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Manager
Telephone: (530) 661-5800
Facsimile: (530) 661-5848

Copy to:

Best, Best & Krieger, LLP
5400 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Woodland City Attorney
Telephone: (916) 325-4000
Facsimile: (916) 325-4010

If to OWNER:

Cal West Investors, LLC
Attn: Melanie Mathews
173 Court Street, Suite D
Woodland, Ca 95695

Optimistic Partners
Attn: Bill Streng
1949 Fifth Street, Suite 108
Davis Ca 95616

(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.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop.

3.1.1 Subject to the terms of this Agreement including the Reservation of Rights, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, this Agreement. Except as expressly provided otherwise herein, the Project shall remain subject to all Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted or amended, that are required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, and notwithstanding the authority of the CITY to further revising the Land Use Regulations pursuant to Government Code section 65866, 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 Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted or amended. OWNER shall comply with all mitigation measures required to be undertaken pursuant to any document prepared in compliance with the California Environmental Quality Act with respect to the Project.

3.1.2 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative map approval within the Specific Plan area. This Agreement is for Tentative Subdivision Map # 4991, and the 10 acre park and neighborhood commercial parcel, which is the subject of this Agreement,

which result in 176 R-8 units, and a remainder parcel that is zoned for a possible 84 units on the multi-family site.

The Specific Plan indicates that the 2-acre commercial sites shall be floating designations with the precise location determined at the time of the land division that creates the park and surrounding residential lots. Prior to acceptance of the first final map the applicant shall either submit an application for a Spring Lake Plan Amendment or provide funding toward a future Plan Amendment for the relocation of the park west of its existing location. Determination for the location of the remaining 2 acres shall be provided at that time.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, 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 Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review and action all applications for subsequent development approvals, and such applications shall be processed in the same manner and the CITY shall exercise its discretion, when required or authorized to do so, to the same extent it would otherwise be entitled in the absence of this Agreement.

3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following 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, adopted policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the City and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(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 that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or 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 that are not in material conflict with this Agreement or 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 materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with the Development Plan; provided OWNER has given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County 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.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may 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.

3.5 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 Ca1.3d 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.

3.6 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, in a timely manner as determined by CITY and consistent with the requirements of the Specific Plan, acquire the property rights necessary to construct or otherwise provide the public improvements contemplated by the Specific Plan.

3.8 Acquisition of Real Property Interests. 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. 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. Notwithstanding the foregoing, the CITY shall not reimburse the OWNER for costs of interim temporary improvements, nor shall City require OWNER to pay for interim temporary improvements installed by others on OWNER's property.

3.10 Water Supply Planning. To the extent the Development Plan includes one or more tentative maps totaling more than 500 dwelling units, and to the extent the Project, or any part thereof, is not exempt under Government Code Section 66473.7(i), each such tentative map shall comply with the provisions of Government Code Section 66473.7.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that 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 Development Impact Fees.

4.2.1 Amount of Fee. The Development Impact Fees set forth in Exhibit "D" shall be charged to the Project.

4.2.2 Time of Payment. The fees required pursuant to Subsection 4.2.1 shall be paid to CITY prior to the issuance of building permits for each residential unit. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.2.1 shall be paid prior to the re-issuance or extension of any building permit for a residential unit for which such fees have not previously been paid.

4.2.3 Fee Credits and Reimbursements. OWNER shall be entitled to credit or reimbursement against the fees required pursuant to Subsection 4.2.1 for the dedication of land, the construction of improvements or the payment of fees as specifically set forth in an agreement entered into between CITY and OWNER pursuant to Section 3.9.

4.2.4 Future Development Impact Fees; Increases. The Parties hereby agree that, in addition to the Development Impact Fees included in Exhibit "D", the Project shall be subject to the imposition of any Development Impact Fee that becomes effective after the Effective Date. In addition, the Project shall be subject to any increase, decrease, amendment or alteration of any Development Impact Fee that becomes effective after the Effective Date.

4.2.5 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement. Following the expiration, cancellation or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit "D", any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.2.5 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section 4.2.3 hereof.

4.3 Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in CITY's Agricultural Mitigation Program. Prior to approval of the first final map, or prior to commencement of any construction activity, whichever occurs first, OWNER shall provide to CITY executed agricultural conservation easements as required by the Agricultural Mitigation Program, in recordable form for recording with the Yolo County Recorder. Any such easement shall be dedicated to the Yolo Land Trust or another suitable entity selected by CITY. 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.

4.4 Swainson's Hawk Mitigation. In addition to the requirements of Section 4.3 above, OWNER shall, prior to approval of the first final map, or prior to commencement of any construction activity, whichever occurs first, provide evidence of the approval of the Department of Fish & Game of a plan for the purpose of Swainson's Hawk habitat mitigation.

4.5 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.

4.6 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 infrastructure serving development of OWNER's Property.

4.7 Assigned Building Unit Allocations. OWNER agrees that CITY shall not approve any final subdivision map unless each lot to be subdivided thereby has a building unit allocation assigned to it pursuant to CITY's building unit allocation ordinance.

4.8 Inclusionary Housing Agreement. Prior to approval of any final map and improvement plan package to CITY, OWNER and CITY shall enter into an Inclusionary Housing Agreement consistent with the Spring Lake Specific Plan Affordable Housing Plan.

4.9 Financing Plan Cost Estimates. Notwithstanding any fee amounts listed in Exhibit "D," 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.

4.10 Infrastructure and Improvements. Prior to receiving a building permit for the Project, OWNER shall either have: (i) applied for and received a subdivision map for the Property, and have entered into a new development agreement with CITY or an amendment to this Agreement, or (ii) submitted plans for infrastructure and improvements necessary to serve the Project in accordance with CITY standards, and received approval of such plans by the City Engineer.

5. FINANCING OF PUBLIC IMPROVEMENTS. OWNER may propose, and if requested by CITY shall 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. 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 shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the 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 thirty (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 Community Development Director, or his or her designee, 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 Community Development Director, or his or her designee, shall submit a report to the Planning Commission 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 Planning Commission finds and determines 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 Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with 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 its intention so to do. The notice shall be given at least ten (10) 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 that the CITY considers 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 the CITY. The decision of the City Council shall be final.

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 Community Development Director 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 Community Development Director or City Council.

7. DEFAULT AND REMEDIES.

7.1 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 that 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.

7.2 Release. Except for non-monetary remedies, 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. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

_____
Owner's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. 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 sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION.

8.1 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.

8.2 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 claim, action, proceeding or determination included within this Section 8.2, and CITY shall cooperate in the defense. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.3 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.

8.4 Indemnity. In addition to the provisions of sections 8.1, 8.2, and 8.3 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.

8.5 Reservation of Rights. With respect to Sections 8.1, 8.2, 8.3, and 8.4 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.6 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or

involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of a required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

(a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and

(b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

_____
Owner's Initials

8.7 Survival. The provisions of this Section 8 shall survive the termination of this Agreement.

9. 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 the 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.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Yolo County Recorder by the Clerk of the City Council within ten (10) days after the City enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk may have notice of such action recorded with the Yolo County Recorder.

10.2 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 that 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.

10.3 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 and Exhibit "D" to this Agreement, including the payment of the Development Impact 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.

10.4 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.

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

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 **[reserved]**

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 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.

10.10 No Third Party Beneficiaries. 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.

10.11 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.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 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 (including assignees) during ownership of the Property or any portion thereof.

10.14 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.

10.15 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.

10.16 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.

10.17 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.

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

10.19 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 Community Development Director, 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.

10.20 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.

10.21 Obligations Joint and Several. The obligations of OWNER under this Agreement shall be joint and several with respect to the entities which, collectively, comprise OWNER. Further, the obligations of OWNER under this Agreement shall apply with respect to the entire Property, as it may be subdivided, sold, transferred, or otherwise conveyed, and run with the land.

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

OWNER

Cal West Investors, LLC

By: _____

Its: _____

Dated: _____

Optimistic Partners, LLC

By: _____

Its: _____

Dated: _____

CITY

CITY OF WOODLAND, a California Municipal Corporation

By: _____
Marlin, 'Skip' Davies
Mayor

Dated: _____

ATTEST:

By: _____
Ana Gonzalez
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

_____

City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2013 before me, _____, Notary Public, personally appeared _____, 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.

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

WITNESS my hand and official seal.

_____
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2013 before me, _____, Notary Public, personally appeared _____, 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.

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

WITNESS my hand and official seal.

_____
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2013 before me, _____, Notary Public, personally appeared _____, 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.

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

WITNESS my hand and official seal.

_____
Notary Public

EXHIBIT "A"

(Legal Description of the Property)

LEGAL DESCRIPTION

Real property in the City of Woodland, County of Yolo, State of California, described as follows:

BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF THAT CERTAIN LOT LINE ADJUSTMENT, DOCUMENT NO. 2007-0023630-00, YOLO COUNTY RECORDS, YOLO COUNTY, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 2 OF SAID LOT LINE ADJUSTMENT, THENCE THE FOLLOWING 6 (SIX) COURSES:

1) SOUTH 01° 13' 09" WEST, 1320.02 FEET;
2) THENCE NORTH 89° 42' 13" WEST, 1023.28 FEET;
3) THENCE NORTH 00° 16' 55" EAST, 469.58 FEET;
4) THENCE SOUTH 89° 43' 05" EAST, 581.98 FEET;
5) THENCE NORTH 00° 16' 55" EAST, 850.00 FEET;
6) THENCE SOUTH 89° 43' 05" EAST, 462.88 FEET TO THE POINT OF BEGINNING; AND DESCRIBED IN THAT CERTAIN "CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT," RECORDED AUGUST 8, 2012 AS INSTRUMENT NOS. 2012-0025469-00 AND 2012-0025470-00, RECORDS OF YOLO COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE HEREIN ABOVE DESCRIBED PROPERTY, AS CONTAINED IN THE DEED FROM NORINE ROTH NELSON, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, TO THE STATE OF CALIFORNIA, DATED NOVEMBER 21, 1967, RECORDED JANUARY 3, 1968, IN BOOK 871 OF OFFICIAL RECORDS, AT PAGE 416.

APN: 041-070-052-000 (New, Not Yet Assessed)
APN: 041-070-044-000 (Underlying, Portion Of)
APN: 041-070-046-000 (Underlying, Portion Of)

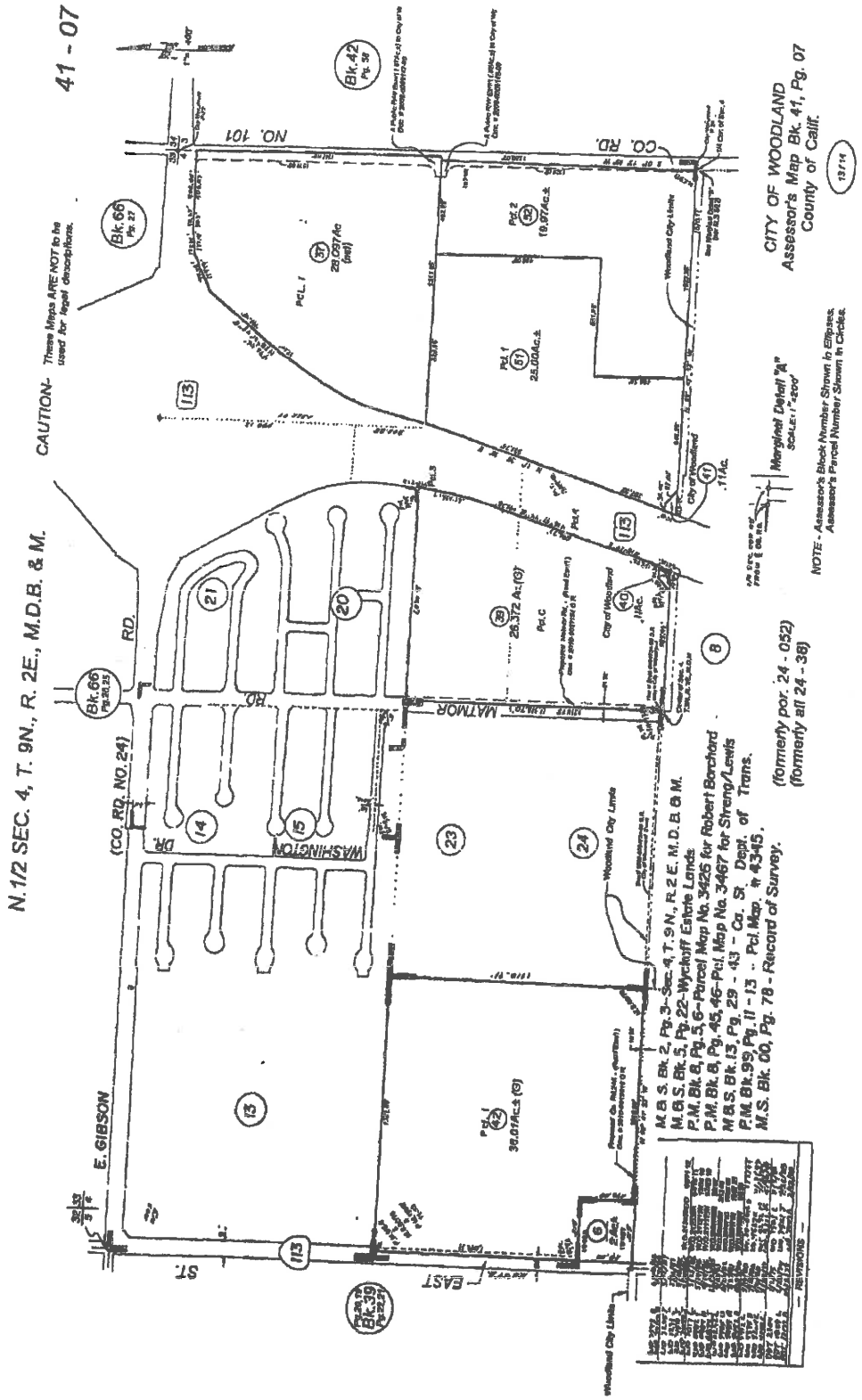
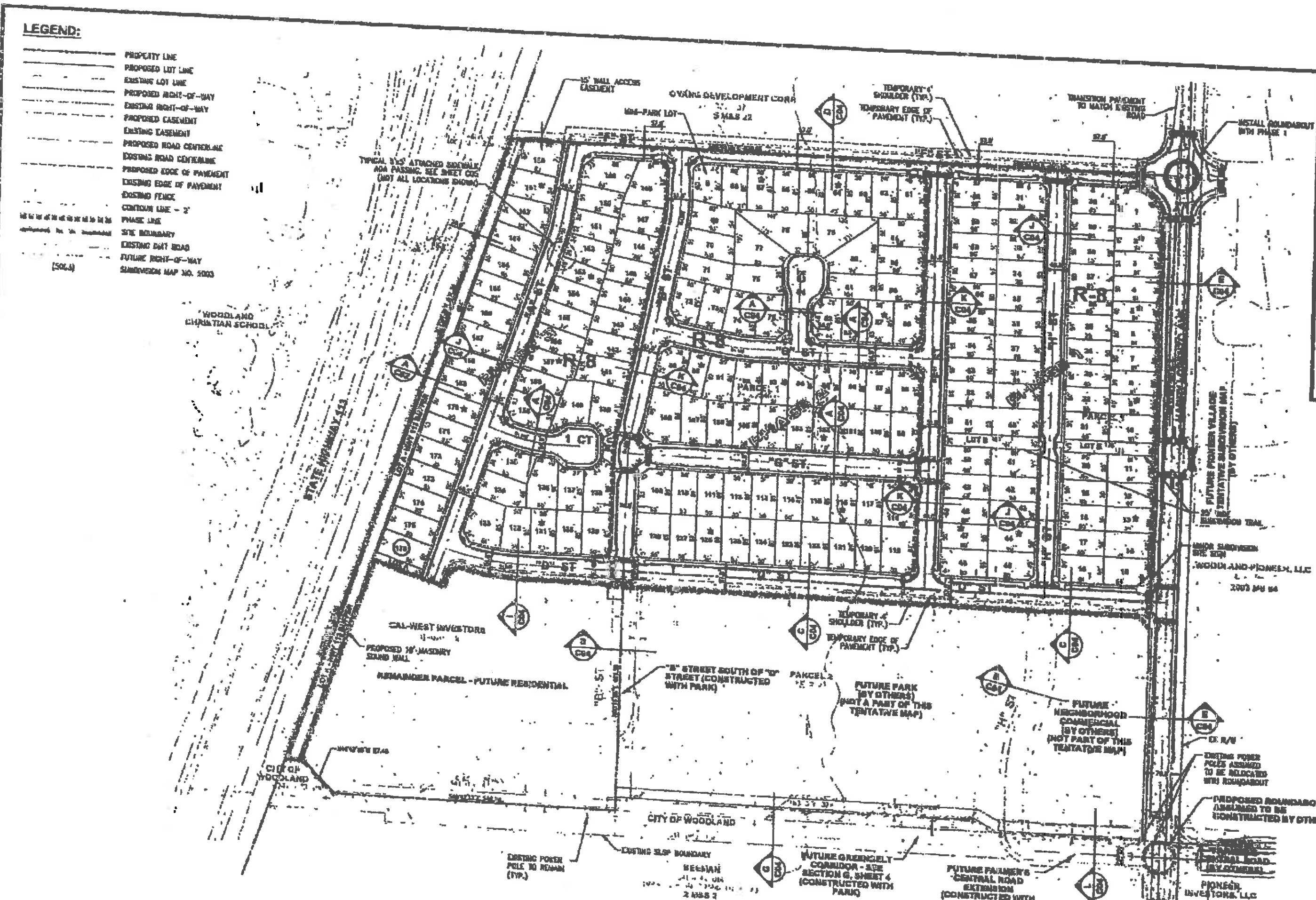
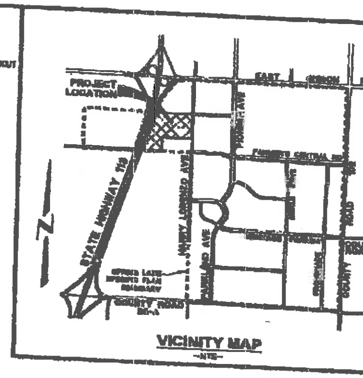

41 - 07
CITY OF WOODLAND
Assessor's Map Bk. 41, Pg. 07
County of Calif.
CAUTION- These Maps ARE NOT to be used for legal descriptions.
N.1/2 SEC. 4, T. 9N., R. 2E., M.D.B. & M.
NO. 101
CO. RD.
MATMOR
RD.
(CO. RD. NO. 24)
WASHINGTON
DR.
E. GIBSON
ST.
EAST
Bk. 42 Pg. 38
Bk. 66 Pg. 27
Bk. 66 Pg. 28 25
Bk. 39 Pg. 22 27
Pcl. 1 28.03Ac.± (est)
Pcl. 2 19.07Ac.±
Pcl. 1 25.00Ac.±
Pcl. C 28.372 Ac.± (G)
Pcl. 42 36.01Ac.± (G)
.11Ac.
.11Ac.
Woodland City Limits
Marginal Detail "A"
SCALE: 1" = 200'
NOTE - Assessor's Block Number Shown in Ellipses.
Assessor's Parcel Number Shown in Circles.
(formerly por. 24 - 052)
(formerly ptf 24 - 38)
M.B.S. Bk. 2, Pg. 3 - Sec. 4, T. 9N., R. 2E. M.D.B.& M.
M.B.S. Bk. 5, Pg. 22 - Wyckoff Estate Lands
P.M. Bk. 6, Pg. 5, 6 - Parcel Map No. 3425 for Robert Borchard
P.M. Bk. 6, Pg. 45, 46 - Pcl. Map No. 3467 for Streng/Lewis
M.B.S. Bk. 13, Pg. 29 - 43 - Co. St. Dept. of Trans.
P.M. Bk. 39, Pg. 11 - 13 - Pcl. Map, in 43-45.
M.S. Bk. 60, Pg. 78 - Record of Survey.
REVISIONS

EXHIBIT "B"

(Map of the Property)





VICINITY MAP
—NTS—

GENERAL NOTES

OWNER / DEVELOPER:

CAL WEST INVESTORS
173 COURT STREET, SUITE D
WOODLAND, CA 95695
(530) 666-4056

OPTIMISTIC PARTNERS
1940 FIFTH STREET, SUITE 100
DAVIS, CA 95616
(530) 753-2829

CIVIL ENGINEER:

STEVE GREENFIELD RCE C50880
CUNNINGHAM ENGINEERING
2940 SPAFFORD STREET
DAVIS, CALIFORNIA 95618
(530) 758-2026

PARCEL NUMBERS and APN's:

PARCEL 1 OF DOC. 2012-0025468-00 (INCLUDES FUTURE RESIDENTIAL SOUTH OF PHASE 3):
APN: 041-070-051
PARCEL 1 OF PM 5003:
APN: 041-070-052

AREA:

33.09 ACRES

EXISTING ZONING:

SLSP-PZ-SF, SLSP-PZ-MF

PROPOSED ZONING:

SLSP-SF

EXISTING LAND USE:

MEDIUM-LOW DENSITY RESIDENTIAL, MEDIUM DENSITY RESIDENTIAL

PROPOSED LAND USE:

MEDIUM-LOW DENSITY RESIDENTIAL

FLOOD ZONE DESIGNATION:

ZONE "X"

DOMESTIC WATER, SANITARY SEWER AND DRAINAGE:

CITY OF WOODLAND

ELECTRICITY & GAS:

PG & E

CABLE TELEVISION:

CHARTER COMMUNICATIONS

NOTES:

1. THE STREET NAMES INDICATED ON THIS MAP WITH A LETTER DESIGNATION ARE FOR PLANNING PURPOSES ONLY. ACTUAL STREET NAMES TO BE APPROVED BY THE CITY OF WOODLAND. STREET NAMES NOT DESIGNATED WITH A LETTER ARE EXTENSIONS OF STREETS WITH APPROVED NAMES FROM ADJACENT FINAL MAPPED PROJECTS.
2. ALL EXISTING TREES TO BE REMOVED EXCEPT FOR 36" OAK TREE IN LOT "B" (SEE SHEET C03).
3. THIS TENTATIVE MAP CONFORMS WITH ALL REQUIREMENTS OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT.
4. THIS TENTATIVE MAP CONFORMS WITH ALL THE REQUIREMENTS OF THE CITY OF WOODLAND SUBDIVISION ORDINANCE.

PROJECT PHASING

- THE SUBDIVISION WILL BE FINAL MAPPED IN PHASES AS CONCEPTUALLY SHOWN HEREIN OR SUBSETS THEREOF AS DETERMINED TO BE SUBSTANTIALLY SIMILAR BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE CITY ENGINEER.

SECOND UNITS

- 10 % (18 UNITS) OF THE R-8 SINGLE FAMILY LOTS SHALL BE ALLOWED TO HAVE SECOND UNITS BY RIGHT ON A FIRST-COME, FIRST-SERVED BASIS, WITH SITE PLAN / DESIGN REVIEW. SUBSEQUENT LOTS WILL REQUIRE A USE PERMIT FOR SECOND UNIT INCLUSION.

LOT SIZES

- THE SINGLE FAMILY RESIDENTIAL LOTS HAVE BEEN SHOWN TO BE OF VARYING WIDTHS PER THE SPRING LAKE SPECIFIC PLAN. THE BUILDER RESERVES THE RIGHT OF LOT WIDTH MODIFICATION, SUBJECT TO THE APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR, AT THE FINAL MAP STAGE, BASED UPON SELECTION OF FLOOR PLANS AND MARKET DEMAND.

AFFORDABLE HOUSING UNITS

- R-8 AREA – AFFORDABLE HOUSING REQUIRED FOR THIS MAP IS 10% OF THE R-8 UNITS. 176 UNITS (PHASES 1, 2 & 3) x 10% = 18 UNITS.
- ALL AFFORDABLE UNITS SHOWN ON THIS MAP ARE INDICATED WITH "a".

LAND USE SUMMARY

USE	AREA (NET)	AREA (GROSS*)	# UNITS	DENSITY NET
R-8 (PHASE 1-3)	(27.61 AC.)	(28.56 AC.)	(176)	(5.48 du/ac)
PHASE 1	8.31 AC.	3.77 AC.	40	5.44 du/ac
PHASE 2	11.10 AC.	11.18 AC.	68	6.18 du/ac
PHASE 3	7.30 AC.	4.37 AC.	48	6.67 du/ac
LOT A	5.88 AC.			
LOT B	0.18 AC.			
TOTALS:	33.48 AC.	28.56 AC.	176	

*GROSS ACREAGE INCLUDES PREVIOUSLY DEDICATED HARRY LORENZO AVENUE RIGHT-OF-WAY.

LAND USE COMPARISON CHART

PHASE	EXISTING SPECIFIC PLAN: USE	NET AREA	# UNITS	DENSITY PERMITTED (BASED ON NET ACREAGE)	PROPOSED TENTATIVE SUBDIVISION MAP: USE	NET AREA	# UNITS
PHASES 1-3	R-8	27.61 AC.	176	176 - 220 LOTS	R-8	27.61 AC.	176
LOT A (NORTH)	R-8	5.81 AC.			OPEN SPACE	5.81 AC.	0
LOT B	R-8	0.18 AC.			OPEN SPACE	0.18 AC.	0
LOT A (SOUTH)	R-15	0.37 AC.	4	4	OPEN SPACE	0.37 AC.	0
TOTALS:			180			33.48 AC.	176

INTERSECTION CURB RADII TABLE

INTERSECTION TYPE	MINIMUM RADIUS AT FACE OF CURB
LOCAL TO LOCAL	20'
LOCAL TO COLLECTOR	25'
COLLECTOR TO COLLECTOR	30'
COLLECTOR TO ARTERIAL	30'
ARTERIAL TO ARTERIAL	35'

SHEET INDEX

STREET & LOTTING PLAN	C01
GRADING AND DRAINAGE PLAN	C02
WATER & SEWER PLAN	C03
SECTIONS	C04
DETAILS	C05

PUBLIC / QUASI PUBLIC LOT SUMMARY

LOT A	LOT TO BE DEDICATED TO CITY FOR HWY 113 BUFFER AND WALL/TREE MAINTENANCE ACCESS
LOT B	MINI-PARK
LOTS C-E	SUBDIVISION TRAIL CORRIDOR

SCALE: 1" = 100'

SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
STREET AND LOTTING PLAN

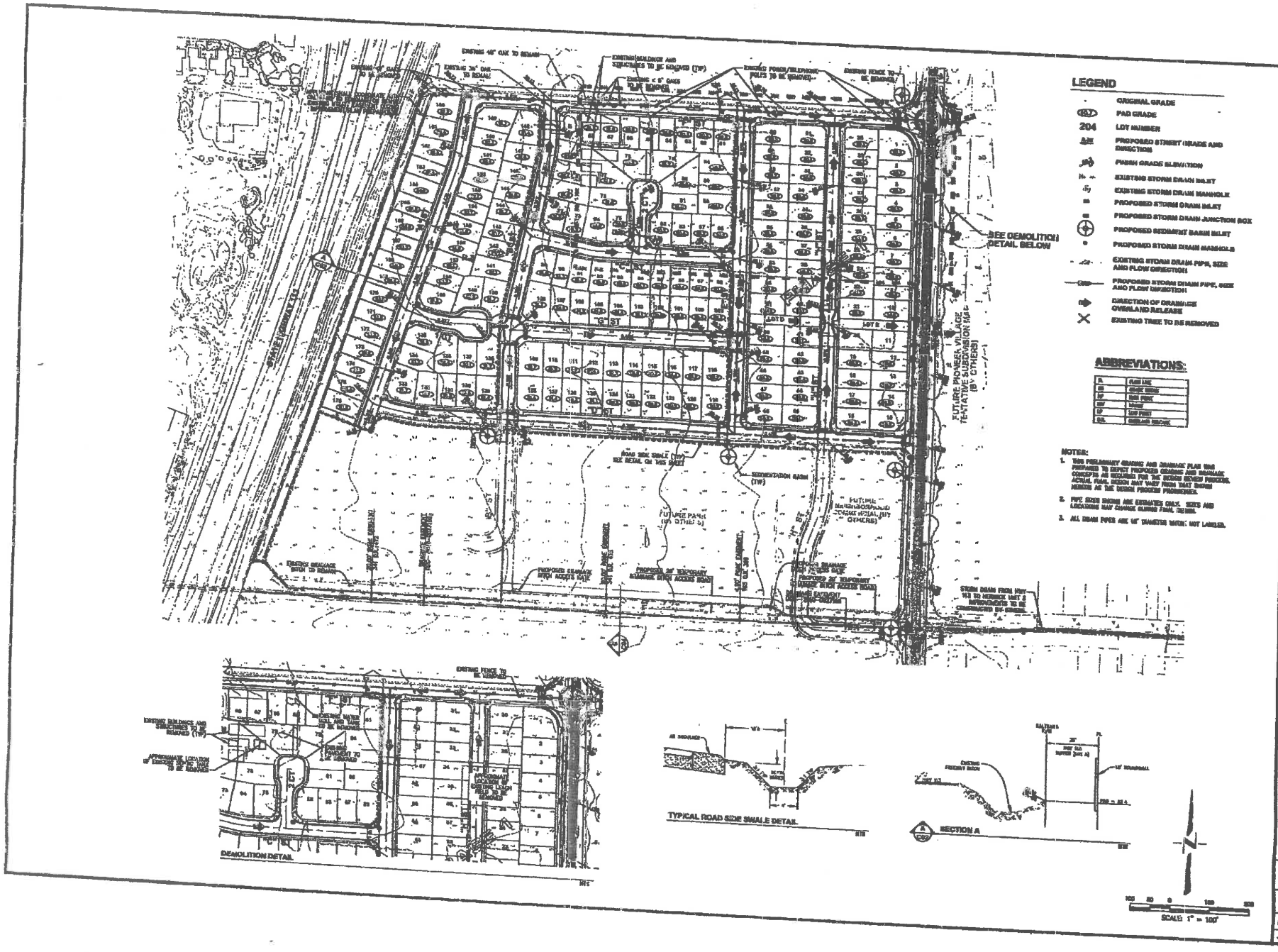
CITY OF WOODLAND — CALIFORNIA

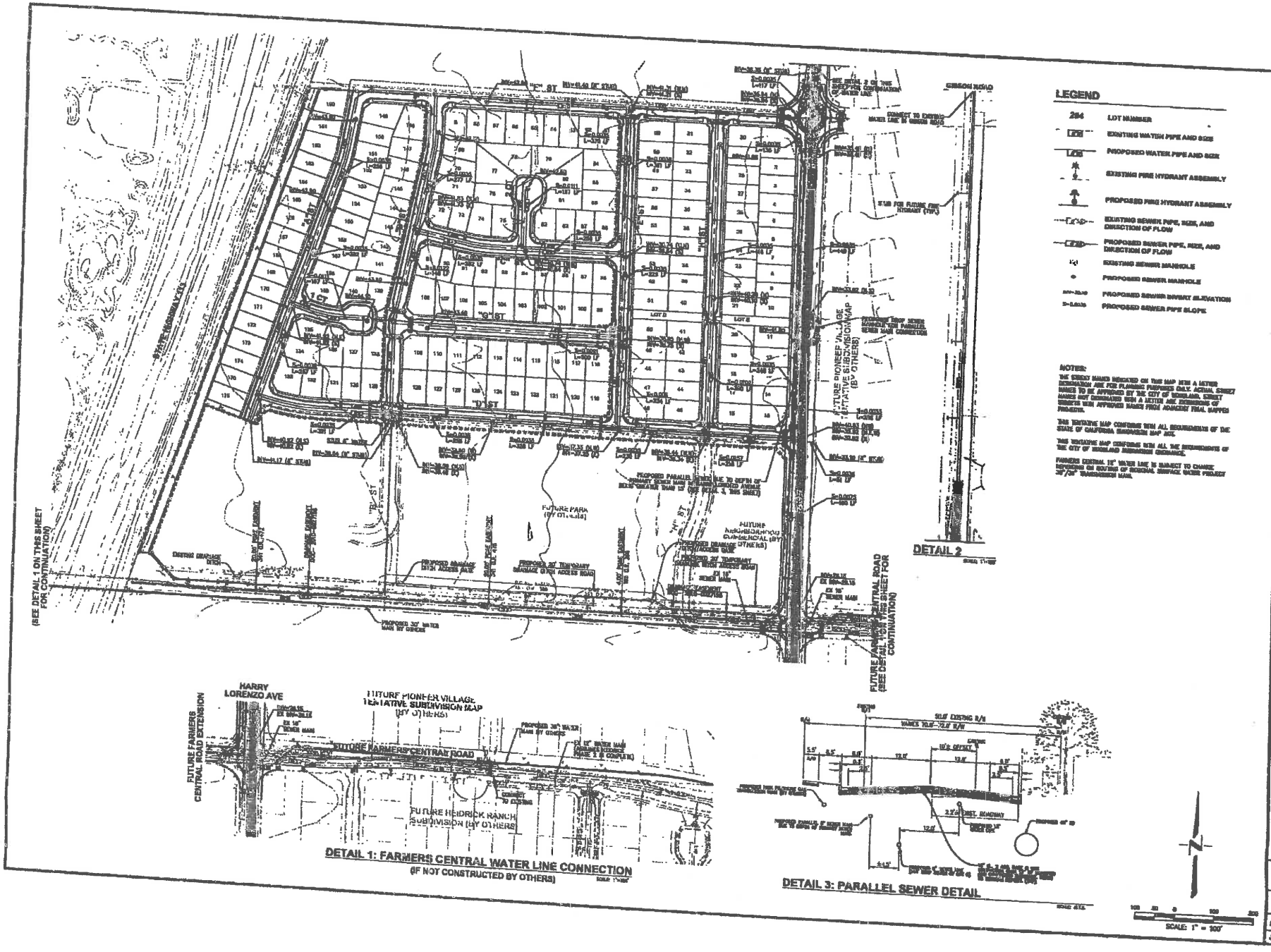
GEOWEST.COM
Project Planning • Civil Engineering • Landscape Architecture
Sacramento Office • 2130 [illegible] Street, Suite Three, Sacramento, CA 95818 (916) [illegible]
Davis Office • 2940 Spafford Street, Suite 200, Davis, CA 95618 (530) [illegible]

NO.	DATE	REVISION	BY	APPD

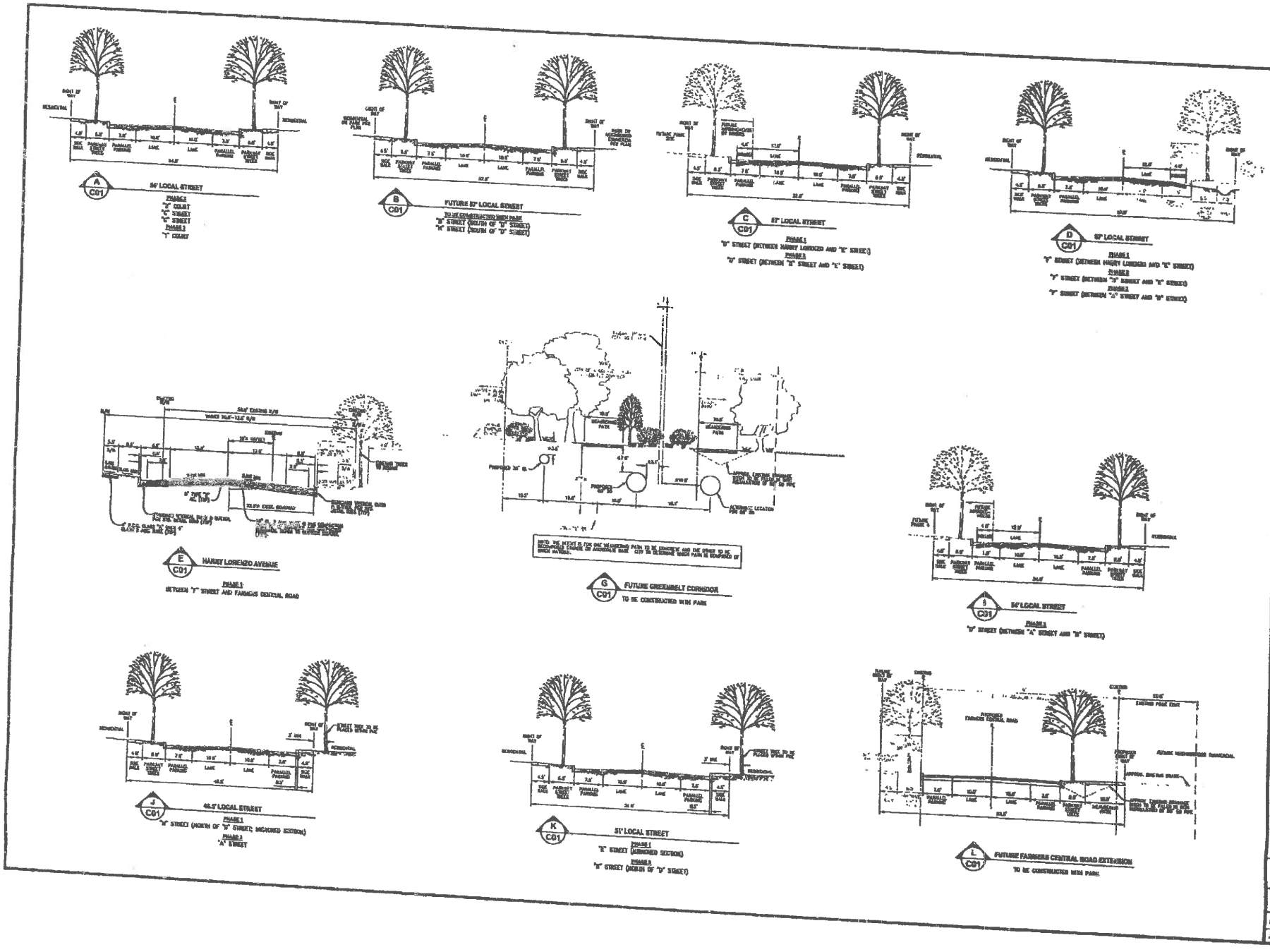
DESIGNED BY SG/AH
DRAWN BY LE/AH
CHECKED BY SG
SCALE: AS SHOWN

SHEET C01 OF 5
DATE: 07/03/13
JOB NO: 805.40


LEGEND
ORIGINAL GRADE
PAD GRADE
204 LOT NUMBER
PROPOSED STREET GRADE AND DIRECTION
FINISH GRADE ELEVATION
EXISTING STORM DRAIN INLET
EXISTING STORM DRAIN MANHOLE
PROPOSED STORM DRAIN INLET
PROPOSED STORM DRAIN JUNCTION BOX
PROPOSED SEDIMENT BASIN INLET
PROPOSED STORM DRAIN MANHOLE
EXISTING STORM DRAIN PIPE, SIZE AND FLOW DIRECTION
PROPOSED STORM DRAIN PIPE, SIZE AND FLOW DIRECTION
DIRECTION OF DRAINAGE OVERLAND RELEASE
EXISTING TREE TO BE REMOVED
ABBREVIATIONS:
NOTES:
1. THIS PRELIMINARY GRADING AND DRAINAGE PLAN WAS PREPARED TO DEPICT PROPOSED GRADING AND DRAINAGE CONCEPTS AS REQUIRED FOR THE DESIGN 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.
3. ALL DRAIN PIPES ARE 18" DIAMETER WHEN NOT LABELED.
SEE DEMOLITION DETAIL BELOW
FUTURE PIONEER VILLAGE TENTATIVE SUBDIVISION MAP (BY OTHERS)
FUTURE PARK (BY OTHERS)
FUTURE MARRIBOSWOOD SCHOOL HOTEL (BY OTHERS)
SEDIMENTATION BASIN (TYP)
ROAD SIDE SWALE (TYP) SEE DETAIL ON THIS SHEET
EXISTING DRAINAGE DITCH TO REMAIN
PROPOSED DRAINAGE DITCH ACCESS GATE
PROPOSED 20' TEMPORARY DRAINAGE DITCH ACCESS ROAD
STORM DRAIN FROM HWY 113 TO HERWICK UNIT 2 IMPROVEMENTS TO BE CONSTRUCTED BY OTHERS
DEMOLITION DETAIL
TYPICAL ROAD SIDE SWALE DETAIL
SECTION A
SCALE: 1" = 100'
SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
GRADING AND DRAINAGE PLAN
CITY OF WOODLAND
CALIFORNIA
SHEET
C02
5
DATE: 07/03/13
JOB NO: 805.40
SCALE
AS SHOWN



LEGEND
LOT NUMBER
EXISTING WATER PIPE AND SIZE
PROPOSED WATER PIPE AND SIZE
EXISTING FIRE HYDRANT ASSEMBLY
PROPOSED FIRE HYDRANT ASSEMBLY
EXISTING SEWER PIPE, SIZE, AND DIRECTION OF FLOW
PROPOSED SEWER PIPE, SIZE, AND DIRECTION OF FLOW
EXISTING SEWER MANHOLE
PROPOSED SEWER MANHOLE
PROPOSED SEWER INVERT ELEVATION
PROPOSED SEWER PIPE SLOPE
NOTES:
DETAIL 2
(SEE DETAIL 1 ON THIS SHEET FOR CONTINUATION)
FUTURE FARMERS CENTRAL ROAD (SEE DETAIL 1 ON THIS SHEET FOR CONTINUATION)
FUTURE PIONEER VILLAGE TENTATIVE SUBDIVISION MAP (BY OTHERS)
FUTURE PARK (BY OTHERS)
HARRY LORENZO AVE
FUTURE FARMERS CENTRAL ROAD EXTENSION
FUTURE FARMERS CENTRAL ROAD
FUTURE HEIDRICK RANCH SUBDIVISION (BY OTHERS)
DETAIL 1: FARMERS CENTRAL WATER LINE CONNECTION
(IF NOT CONSTRUCTED BY OTHERS)
DETAIL 3: PARALLEL SEWER DETAIL
SCALE: 1" = 100'
SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
WATER AND SEWER PLAN
CITY OF WOODLAND
CALIFORNIA
C03
5
DATE: 07/03/13
JOB NO: 805.40
AS SHOWN



SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
SECTIONS

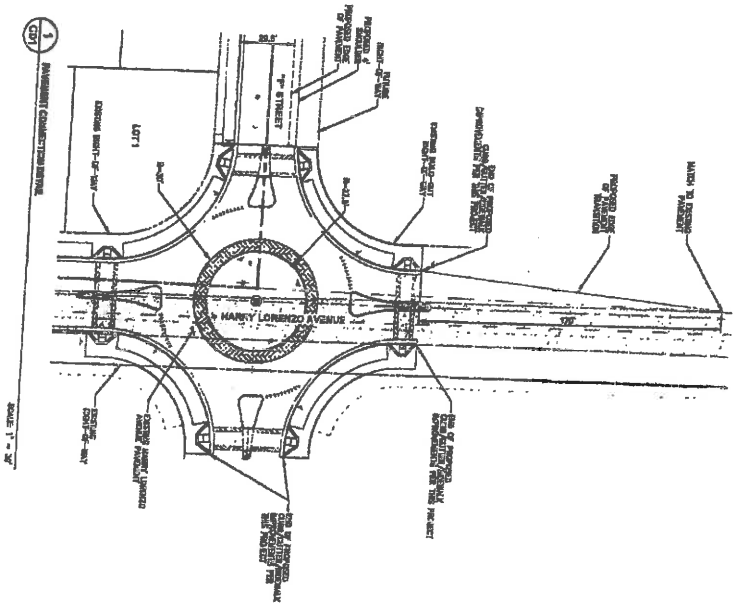
CITY OF WOODLAND CALIFORNIA

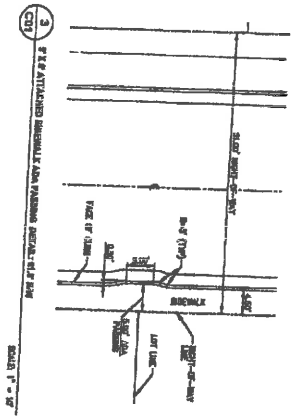
SHEET C04 OF 5

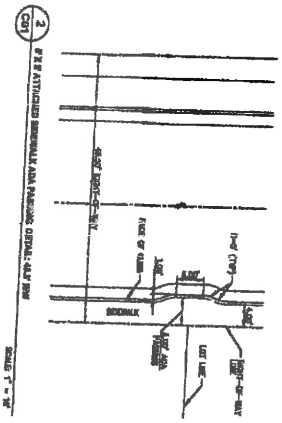
DATE 07/03/13

JOB NO. 805.40

SCALE AS SHOWN







SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
DETAILS

CITY OF WOODLAND CALIFORNIA

C05

5

EXHIBIT "C"

(Development Plan and Conditions of Approval)

In addition to the Conditions of Approval set forth in the body of the Agreement, the Conditions of Approval included in the staff report for the Cal West Tentative Map #4991 – Cal West Investors, LLC and Optimistic Partners, LLC item on the September 3, 2013 City Council agenda are incorporated herein by reference and made a part of this Agreement.

FINDINGS AND CONDITIONS OF APPROVAL FOR THE CAL WEST PROJECT INCLUDING TENTATIVE SUBDIVISION MAP # 4991, AND DEVELOPMENT AGREEMENT

(As approved by the Woodland City Council September 3, 2013).

August 29, 2013

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 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 Spring Lake Specific Plan (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); and 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); and 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) Amendment # 9 based on a request by Parkview by ALC IV Woodland Spring Lake LLC for the purposes of amending land use designations to rezone a former school site and multi-family site to single family R-8.

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.

Spring Lake 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.

7. This project represents a unique situation in which an additional buffer from the freeway has been required, thereby affecting lot layout and density. In order to maintain the lot density and to provide an enhanced aesthetic appearance on SR 113 and to provide a significant buffer for nose and air quality purposes, modifications to the sidewalk location on the north south oriented local streets to allow one side to have curb adjacent walks have been allowed in this case.

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-8 Specific Plan land use categories.

2. 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 CAL WEST INVESTORS Tentative Subdivision Map #4991 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 maps and exhibits included in the August 20, 2013 City Council staff report, as approved by City Council, for the Cal West Investors, LLC and Optimistic Partners, LLC 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 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 of 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 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 applicant/developer 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 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.

7. Coordination of Plans. The applicant shall be responsible for coordinating all plans to ensure consistency with and including site plan, landscaping, and improvement plans, prior to submittal for review.

8. Affordable Housing. The project is subject to the Spring Lake Affordable Housing Plan and Ordinance 6A, the City's Inclusionary Housing Ordinances. Where there is a conflict, the Spring Lake Affordable Housing Plan shall prevail. The Plan requires 10 percent (10%) of single-family units to be affordable to Low-Income households. For multi-family projects the Plan requires that ten percent (10%) of all multi-family units be affordable to Low-income households and that twenty percent (20%) of the units to be affordable to very low income households, or that twenty five percent (25%) of the units are affordable to Very-low income households.. This project requires 18 single family affordable units, based on a total unit count of 176 single family lots. The total number of affordable multi-family units will be determined at the time a development application is submitted.

9. Concurrent Construction. The affordable single family units shall be dispersed throughout the project in terms of location and product type. Affordable dwelling units shall be constructed concurrently with, or prior to, market-rate units within the residential project. In phased developments, inclusionary units should be constructed and occupied in proportion to the number of units in each phase of the residential project. The Community Development Department and Housing Staff shall review and approve the location of the affordable sites prior to approval of the Final Map. If the Developer

desires to modify the approved locations of the Affordable dwelling units, the requested modifications shall be submitted along with a map review fee, with the final map.

10. Inclusionary Housing Agreement. Prior to the City approving the applicant'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.

11. SLSP AHP Compliance. Prior to approval of the map(s), the OWNER shall show proof of compliance with the Spring Lake Specific Plan Affordable Housing Plan through preliminary designation of affordable housing lots. Tentative Map #4991 will result in 176 single family lots of which 18 will be available low income units.

12. Offsite Affordable Fee. The off-site Affordable housing fee shall be paid for each single family market rate unit.

13. Affordable Unit replacement site. With respect to the currently zoned R-15 multi-family property, located east of SR 113 and designated as a remainder parcel in TSM # 4991, any low or very-low income units may be deemed as replaced with the units that may be developed as a result of the proposed future development of the Heidrick Phase I, R-25 site (Mutual Housing). However, only those units for which building permits have been pulled on the R-25 site, may be considered as potential replacement units and only if they are in excess of the minimum number of affordable units required for the R-25 multi-family site, (13 low income units and 25 very low income or 32 very low income units).

14. Affordable unit size. There shall be an average of three bedrooms provided per affordable unit, and the developer can provide more but not less than the average target, unless it can be clearly demonstrated that a different average is required in order for the units to be sold in the affordable marketplace. A developer of a for-sale residential project may request an exemption from the requirements of this condition if, based on substantial evidence and financial information, such a mixture would be infeasible to the satisfaction of the Community Development Director. Affordable, for–sale single family units may be smaller in square footage than the Market-Rate units that trigger the affordable housing obligation, with a minimum living area of 850 square feet, however, a mix of bedroom numbers and square footage among for-sale single family house is desired.

15. 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.

16. Fair Share Cost. The applicant 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).

17. 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 (fire station).

18. Nexus Study. The applicant must comply with the requirements of the Spring Lake Specific Plan Nexus Study.

19. 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.

20. SLIF Fee Revenue. Additional SLIF revenue generated by the additional residential units, as a result of the prior approved rezone of the project site on December 14, 2010, shall provide benefit overall to the Spring Lake Plan, and allocation of those units to cover any funding shortfall, as determined by the City shall be applied as follows: 1) Should the affordable multi-family project, (by Mutual Housing California) on the R-25 site in the Heidrick Ranch Phase 1 be developed, the difference between the maximum density of 125 units and the proposed unit density of 101 units, or 24 units, for that site may be made up through application of the Cal West Investor LLC and Optimistic Partner LLC project's additional fee revenue. 2) Any additional remaining fee revenue as a result of the Cal West Investors LLC and Optimistic Partners LLC development would be available should any possible future rezone applications on the Cal West Investors and Optimistic Partner project site be presented; and 3) Any remaining fee revenue would be utilized at the City's discretion.

21. Building Unit Allocations (BUA)s. With the exception of affordable and multi-family housing, approval of a final map requires that all lots included in the final map, have a building unit allocation. No final map shall be recorded by the City unless BUAs for that map are assigned with the final map. In this case, with respect to the site formerly zoned for a school site, assignment may require requesting that additional BUAs be added to the Spring Lake Plan area. If BUA's are transferred from another site, or if BUAs are requested to be added, either transaction shall be recorded to the satisfaction of the Community Development Department and in compliance with the BUA Ordinance.

22. Reservation of Lots for public sale. The requirements of Section 21-15-1 of the City 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 subdivider 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 appraiser indicates that he offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45- days at a fair market value.

Finance Department

1. SL Maintenance Facilities District. Prior to recordation of each final map, with respect to that map, OWNER shall petition the City to be annexed into the boundaries of the Spring Lake Maintenance Community Facilities District. The OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition.

2. SL Community Facilities District 2004-1. At OWNER's option, OWNER may petition the City to be annexed into the boundaries of the Spring Lake Community Facilities District 2004-1 prior to the approval of each final map. OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition. Alternatively, OWNER may instead meet its SLIF financial obligation by paying the then equivalent bond proceeds in cash at building permit, before applying fee credits or paying cash, at OWNER's option, for balance of the fee creditable portion of the SLIF.

3. Fee Credits. Any financing method employed which would allow additional proceeds to be raised to pay back the First Release Property Owners, would then allow OWNER to use the fee credits associated with the Community Facilities District.

Community Development

1. Design Review. For all residential uses, final site plans, architectural plans, elevations, sound wall, 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. Additional design detail shall be provided on corner lots with emphasis on side elevations, porches and entries (Design Standard 2.7). (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 unit shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), 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. Block Length on Street "A". In order to mitigate for the extended block length on the west side of Street A, the homes along this stretch shall be designed so that there is variability provided through careful use of such elements as front setback, mix of one and two-story, and building architectural frontage design. All homes along this segment extending from lot 160 to lot 176 shall have either a full usable front porch or a separated front patio extension with low walls.

3. Architectural Diversity. Emphasis shall be placed on creating architectural diversity within the development as discussed in Sections 2.3, 2.4 and 2.5 of the Spring Lake Design Standards. Particular care will be required to create a diverse architectural appearance on lots that are fairly narrow (40 to 45 feet in width). Creativity and innovation will be encouraged.

4. Energy Efficiency. All building designs shall be designed to meet and are recommended to exceed energy efficiency

5. Landscape Plan Submittal. Detailed Landscape and Irrigation Plans, shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with State water conservation requirements. Landscape plans shall be submitted and approved by the Community Development and Public Works Departments 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. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.
   - 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.

6. Street Tree Master Plan. Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. 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 – Urban Forestry division. A soils test shall be submitted that will assist in appropriate species selection.

7. 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).

8. Tree Preservation and Replacement Planting

- *Replacement.* In accordance with Section 20A of the City of Woodland Municipal Code, the applicant shall comply with the following replanting schedule for removal of trees on and adjacent to the project site:
    A. Replacement planting is required for each heritage, specimen, and landmark tree removed at a rate of four 15- gallon trees for each six-inches, or fraction thereof, of trunk diameter removed. Removal of street trees requires replacement planting of approved species at a rate of two 15 –gallon trees for each six inches removed in accordance with Section 20A -1-100.
    B. The approved species and locations of replanting shall be specifically shown on the Landscape and Development plans and shall be subject to review and approval by the Community Development and Public Works departments. Replacement planting shall be in addition to standard planting requirements.
    C. Landscape Development plans shall be submitted concurrently with subdivision improvement plans prior to any grading on site and final map approval.

- *Preservation*. The City's Tree Preservation Ordinance requires preservation of Heritage Trees to the extent possible. The two existing Heritage Oak trees shall be preserved. Prior to issuance of a grading permit which impacts each Oak Tree, the applicant shall submit a tree protection plan to be included in the improvement plans which shall indicate measures to be taken to protect the trees during construction.
    A. The oak tree on Lot B shall be preserved in place. Lot B shall be dedicated to the city to create a small pocket park around the existing tree. Park amenities, (such as a bench, DG/mulch, and drainage swale to support the oak tree) shall be provided and design approved by the Community Development Department Public Works Departments prior to acceptance of the final map which dedicates Lot B.
    B. Upon approval of the park design and installation of all required amenities for Lot B, the OWNER shall receive the equivalent in park fee credits of $10,000
    C. The Heritage Oak tree located off-site, north of Lot B, shall also be preserved in place, unless it cannot be preserved in place due to infrastructure requirements. The "F" Street cross section may be modified subject to approval by the City Engineer, at that location to accommodate the preservation of this street tree (i.e. removing the planting strip and attaching the sidewalk at that locations, etc…)
    D. The trees and pocket park shall be included in the Spring Lake Lighting and Landscaping assessment district.

9. 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. The applicant 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).

10. Light pole location. Light poles shall not be located so as to conflict with planting or future growth and shading of trees throughout the site. Review shall be provided prior to issuance of final map.

11. Street and Lot lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2.

12. Compliance with State Water Conservation Ordinance. The project shall comply with State Water Conservation Ordinance, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.

13. Sound Wall. A freeway adjacent sound wall is required in accordance with the Environmental Noise Analysis and shall be 10-feet in height. The sound wall design shall meet the SLSP Design Standards (Section 6.2.1). Access for required maintenance shall be provided via Lot A shall be 28 feet in width. The entire length of the project sound wall shall be constructed at one time, with the Phase 3 final map, including the portion of the wall on the remainder parcel. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review to the Planning Commission prior to acceptance of the Phase 3 final map. Sound wall will need to be bonded for and included in the public improvements and are eligible for SLIF credits.

14. Sound Wall Landscaping. Landscaping shall be provided in accordance to 6.2.1 (d) to help screen the wall, minimize graffiti and shade on the west elevation. Landscaping shall include trees, shrubs and groundcover. The landscaping, predominately trees (fine needled such as pines or redwoods depending on soil fertility report recommendations), will be planted in a fairly dense manner within a 28 foot easement on the west side of the wall. A reciprocal access and maintenance agreement will be established and recorded with the sound wall and landscaping in order to provide access for maintenance of the sound wall and landscaping. The landscape plans shall be reviewed and approved by the Community Development and Public Works Departments prior to issuance of permits for the wall. Landscaping shall be installed at the same time as the wall. Landscaping will need to be bonded for and included in the public improvements and are eligible for SLIF credits upon addition to the Spring Lake CIP.

15. Single Story Homes. Consideration shall be given to the extent possible that the units constructed on the lots backing to the HWY 113 freeway be single story, or that the second story portion be recessed from the back of the single story portion.

16. Interconnecting Walk and Pathway. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped consistent with Section 6.9 of the SL Design Standards.

17. 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. Consideration shall be given to the use of wood with integral stain. 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.

18. Entry signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the applicant shall establish neighborhood entry signs. A sign shall be provided at the north west corner entry of Harry Lorenzo Avenue and "D" Street consistent with SL Design Standard 1.6.2.

    A design specification for this signs shall be prepared for review and approval by the Community Development and City Engineer prior to acceptance of the final map. The signs shall be installed prior to the issuance of the first house permit in Phase I.

19. Prohibit RV Parking. Provisions in the CC&Rs for the Single Family (R-8) 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.

20. 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.

21. 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.

22. Multi-family Development. Multi-family development shall comply with the Spring Lake Specific Plan and Design Standards including Development Regulations 2.35 (Multi-family Attached Rental Development), 2.35.7 (R-15 Façade Requirements).

23. Bike Parking. Bicycle parking for multi-family units shall be provided at a minimum ratio of 10 percent of the normally required number of vehicle spaces, or to the satisfaction of the Community Development Department. Bicycle parking shall be

highly visible, in a secure location, and to the greatest extent feasible, located in a covered area.

24. Future Park and Rezone Application. The Specific Plan indicates that the 2-acre commercial sites within the Plan area shall be floating designations with the precise location determined at the time of the land division that creates the park and surrounding residential lots. Prior to acceptance of the first final map the applicant shall either submit an application for a Spring Lake Plan Amendment or provide funding toward a future Plan Amendment for the relocation of the park west of its existing location. Determination for the location of the remaining 2 acres shall be provided at that time.

SLSP Mitigation Measures:

1. Mitigation Requirements. The project applicant shall comply with all mitigations 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 mitigations.

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 and with the requirements specified in the Environmental Noise Analysis prepared by Bollard Acoustical Consultants, Inc dated July 19, 2011.
   - A 10-foot tall noise barrier should be constructed along the western property line of the project site. The barrier heights shown are those required to reduce future SR 113 traffic noise to 65 dB Ldn or less. Barriers should be constructed of masonry block, concrete or earth berms. A combination of berms and walls is acceptable provided the combined height is sufficient to achieve satisfaction with City noise standards. Final design and wall height to achieve adequate protection shall be determined at the time of the final Phase 3 grading plan submittal.
   - City of Woodland's interior noise standard is 45 dB Ldn. Exterior noise levels at second floor facades facing the freeway can be up to 77 dB Ldn. Recommendations to reduce interior noise as stated in the Environmental Noise Analysis, dated April 20, 2011, prepared by Bollard Acoustical Consultants shall be complied with. If two story units are proposed, the additional construction techniques identified shall be followed as well.
   - When final site lot and grading plans are completed they shall be reviewed by an acoustical consultant to ensure that the conclusions of the acoustical study have not changed.
   - Disclosure statements shall be provided to all prospective residences notifying them of the elevated projected future Hwy 113 noise environment and informing them that satisfaction with the City of Woodland 45 dB Ldn interior noise standard may only be achieved with windows in closed positions.

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 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.

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 prior to final map approval or commencement of development activity, consistent with 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.

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 he 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 (Geocon Consultants, Inc May 2011 – Geocon project no s9574-06-01)

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-emissions 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 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.

9. Construction Recycling. 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 and all other City requirements. (MM 4.13-18)

10. Dust Suppression. Applicant 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 must comply with Development Regulation 7.22 (MM 4.10-1)

Engineering Development Services

Roadways

1. Regarding "E" Street between phase 1 and phase 2 and "B" Street road between 2 and 3 and "D" Street between phase 3 and phase 4. The road may be revised to a partial street section (similar to cross section C on Sheet 4 with approval of the City Engineer).

2. Streets fronting the park: Phase 1 shall construct full street section and curb gutter, sidewalk, and landscaping along opposite side of the street fronting the park ("D" Street). Phase 2 shall construct a full section of curb, gutter, sidewalk, and landscaping of Street opposite the park ("D" Street). Phase 4 shall construct full street section and curb gutter, sidewalk, and landscaping along opposite side of the street fronting the park ("B" Street). This requirement may be reduced or altered by the City Engineer, if, the appropriate portions of park frontage are added to the SLIF fee capital improvement program.

3. Applicant shall revise partial street cross sections; partial street sections shall have 4' shoulders with 2' paved shoulders to the same structural section as the remainder of the road and 2' unpaved.

4. Unless constructed by others project shall construct Harry Lorenzo from "F" Street to Farmers Central Road (including park frontage with first final map without transition) in accordance with section E. If land fronting Harry Lorenzo Avenue is rezoned to residential lots prior to application for final map, the improvement plans may be modified to reduce fronting improvement requirements, with the approval of the City Engineer. Upon request of the applicant City will enter into a third party reimbursement agreement to allocate fair share costs to the adjacent property owners. Fair share costs shall include 50% of the total cost less the west sidewalk, landscaping, water and sewer services. The third party reimbursement agreement shall be completed prior to the approval of the final map. Final cost determination shall approved by the City Engineer.

5. Unless constructed by others, project shall place a type III slurry or micro pave, at the discretion of the City Engineer, and stripe Harry Lorenzo Avenue from the improvements of the Harry Lorenzo Drive to its southerly terminus.

6. Unless constructed by others the project shall construct/extend Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue with the first final map. If necessary for access, only the road section may be reduced to two twelve foot lanes plus four foot shoulders on each side with additional turn lanes as necessary at Harry Lorenzo Drive. Design of the interim/partial road improvements shall be compatible with the ultimate design of the roadway. Upon request of the applicant City will enter into a third party reimbursement agreement to allocate fair share costs to the adjacent property owners. The third party reimbursement agreement shall be completed prior to the approval of the final map.

7. Along the alignment of Farmer's Central Extension there shall be a 20 foot landscaped greenbelt corridor including a 10 foot bike path, and 10 foot landscaping component. Path may meander to the north only if necessary to avoid PG&E transmission poles. Path design and alignment shall be subject to the approval of the City. At a minimum, the corridor shall include a 10 foot path shall: be reinforced to support maintenance/emergency vehicles, include 10 foot of landscaping, parkway level lighting along the length of the corridor, and connect to "B" Street as well as align ultimately for the SR 113 overcrossing. Furthermore, design of the greenbelt corridor shall include working with PG&E to vacate its existing easement and establish a new easement that aligns with the actual transmission line. Property descriptions and easements shall be to the satisfaction of the City Engineer. Timing of the greenbelt corridor may be deferred until the development of the remainder parcel provided that fair share payments are made on a per unit basis for phases 1, 2 & 3 into a City held escrow account. A fair share shall be determined by the following process.

   A. With the first final map application the applicant shall prepare a preliminary design with a cost estimate for the greenbelt corridor. The cost estimate shall include a 20% contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate. Cost estimate greenbelt corridor shall be itemized separately so that SLIF credits may be applied towards that portion of the cost separate from the balance of the remainder of the subdivision improvements. Payments collected towards construction and construction costs are eligible for SLIF credits and reimbursements. The calculation shown below is an example based on the anticipated number of units in the map. The calculation shall be updated as needed.

   B. Then the total cost shall be divided by 234 (176 units for the map plus 84 x .7 for the multi family).

   C. Then each final map shall pay the amount at time of final map on a per unit basis. Once paid, a fee credit in an amount equal to the amount paid in cash will be added to the property's fee reimbursement account and used subject to the Administrative Guidelines for Allocation and Distribution of BUA's in the Spring Lake Specific Plan

adopted by the City Council on March 5, 2013 and as subsequently amended, and in accordance with the Funding and Reimbursement Agreement

D. Upon request, the City will enter into a 3rd party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner. .

E. Cash payments and construction costs may be reimbursable or creditable from the SLIF if the facility is included in the SLIF CIP subject to restrictions of the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake Specific Plan adopted by the City Council on March 5, 2013 and as subsequently amended and in accordance with the Funding and Reimbursement Agreement..

8. Prior to approval of the first final map the applicant shall submit for approval of the City Engineer a traffic calming plan for the entire tentative map area. Plan shall generally conform to recommendations made in the traffic study. Traffic calming features may vary from those shown on the tentative map. Applicant shall construct components of the traffic calming plan as part of the public improvement program.

9. Underground overhead distribution utilities on the property. Transmission lines in the PG&E easement may remain overhead.

10. With first final map and the extension of Farmers Central Road from Pioneer Avenue to Harry Lorenzo Drive the applicant shall construct roundabouts at the intersection of Farmers Central Road and Harry Lorenzo Avenue and at "F" Street and Harry Lorenzo Avenue. Upon inclusion in the Spring Lake SLIF CIP, the cost of the roundabout shall be SLIF reimbursable/creditable.

11. Details for the construction of "F" Street shall include a tree preservation plan for the Heritage Oak(s) required to remain on site. Design of the pre-preservation plan, fencing materials, and all other components shall be approved at the sole discretion of the City.

12. Project shall provide paved access with bollard or gate control to City approved openings in the sound wall for Maintenance access. Paved access and access control design shall be subject to the approval of the City. Paved access shall meet alley width minimum requirements, or the width may be reduced to 15 feet with the approval of the City Engineer.

13. Cross section J shall have a 4.5 foot sidewalk adjacent to curb and 10' PUE behind the monolithic curb.

14. Cross sections 2/C01 and 3/C02 shall be removed from Sheet C05 of the Tentative Map.

Easements and Right of Way

1. A seven (7) / ten (10) foot adjacent to monolithic sidewalk foot public utility easement back of (separated) 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.

2. Prior to approval of first set of improvement plans and final map, Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map. Final determination of Right of Way Requirements shall be made by the City Engineer.

3. Phase 3 final map shall dedicate a 28 foot strip between the tentative map edge and Caltrans Right of Way.

4. Lots 160 through 176 shall include a general access easement to the City for repair and maintenance of the sound wall.

5. Project shall acquire or dedicate 15' maintenance access easements along the north edge of the property (may be on adjacent property) and along the south side of Lot 176. Project shall provide paved PCC access with bollard control to City approved openings in the sound wall for maintenance access.

6. Should, after a good faith effort based on a MAI Appraisal, the applicant has been unable to obtain offsite right of way, the applicant may request that the City obtain the land at the cost of the applicant. Applicant shall deposit estimated cost of land, staff time and attorney time to obtain the land. After land has been obtained City shall relinquish balance of funds on hand.

7. Applicant shall acquire by deed or lot line adjustment the right of way for the knuckle on "B" Street, with the final map which includes this portion of "B" Street prior to sale of the Park site, unless mapping of that corner can be made without expanded corner, subject to the approval of the City Engineer.

Wastewater and Sewer Collection System

1. The property shall be connected to the City of Woodlands sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.

2. 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.

3. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at Manholes.

4. Applicant shall obtain a groundwater discharge permit from the State Board of Reclamation prior to ground dewatering.

5. Any onsite Septic tanks shall be to county health department standards, prior to the final map within which boundary it is contained.

Storm Water

1. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for project watershed(s), including the plan area. The 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 and City Standard Specifications and Details. The plan shall incorporate secondary flood 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 Storm Drainage Plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking. 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.

2. 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 Engineering Design and Construction Standards for additional requirements.

3. The Tentative map Grading and Drainage plan showing 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 Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

4. Unless constructed by others the first final map shall construct the extension of the 72" storm drain line along Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue.

5. Development of the remainder parcel (multi-family site) will require construction of the 60" storm drain line from SR 113 to Harry Lorenzo Avenue at its sole cost less any reimbursement collected by item 6 below.

6. Each phase of the project shall contribute fair share costs for the 60" Storm Drain line along the southerly boundaries; payments collected towards construction and construction costs are eligible for SLIF credits and reimbursements. Fair share payments are made on a per unit basis for phases 1, 2 & 3 (for reimbursement and or construction into a City held escrow account). The calculation shown below is an example based on the anticipated number of units in the map. The calculation shall be updated as needed. A fair share shall be determined by the following process:

   A. With the first final map the applicant shall prepare a preliminary design with a cost estimate 60" storm drain, access road, gates, and appurtenances. The cost estimate shall include a 20% contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate.

   B. Then the total cost shall be divided by 234 (176 units for the map plus 84 x. 7 for the multi family).

Then each final map shall pay the amount at time of final map on a per unit basis. Once paid, a fee credit in an amount equal to the amount paid in cash will be added to the property's fee credit account and used subject to the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake…adopted by the City Council on March 5, 2013 as subsequently amended and in accordance with the Funding and Reimbursement Agreement.

C. Upon request the City will enter into a 3rd party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner.

D. Cash payments (once made) and construction costs will be reimbursable or creditable from the SLIF subject to restrictions of the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake Specific Plan as adopted by the City Council on March 5, 2013 as subsequently amended and in accordance with the Funding and Reimbursement Agreement. .

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 BMP's to prevent and minimize erosion. The improvement plans for construction of less that 1 acre shall include a BMP to be approved by the City Engineer. Projects of this size shall also prepare a SWPPP (Storm water Pollution prevention plan).

2. Project shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.

3. The Developer shall create a storm water phasing plan to be approved by the City Engineer prior to a grading permit or final map, unless otherwise determined unnecessary by the City Engineer.

Water Infrastructure Conditions

1. All materials and installation of the water system shall be at the developer's expense per City of Woodland Standard Specifications and Details.

2. 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.

3. If not constructed by others, the first final map shall construct a 12" water line in Harry Lorenzo Avenue connecting to the water mains in Farmers Central Road and Gibson Road and extend the 12" main in Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue. Upon request, the City may enter into a 3rd party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner, if determined applicable to the adjacent development.

4. 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. 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 project. 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.

5. 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 developer'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.

6. 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.

7. One Water Sampling Station shall be installed with the first final map.

8. Applicant shall abandon all on site private wells with the demolition of existing structures served by the wells prior to final map within which the well is located.

Landscaping

1. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrently 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.

2. The phase 3 final map in Calwest shall construct the entire sound wall along the western edge of the tentative map. Sound wall design and construction costs are eligible for SLIF credits.

3. Phase 3 shall construct 28' landscape strip along western boundary. Landscaping will need to be bonded for and are included in the public improvements and are eligible for SLIF credits upon addition to the Spring Lake CIP.

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. 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.

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 offsite 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. At building permit issuance the applicant shall pay applicable Development Impact Fees or connect fees in effect at the time of building permit issuance.

4. Shall pay $794 per house for 25A; construction & reimbursement, the fee is due at building permit. (DA Item)

5. Transit Capital fee: Prior to final map or project approval (for single-family) applicant shall pay a $208 per DUE fee. (DA item)

6. Transit Operation fee: Prior to final map or project approval (for single family) applicant shall pay a $35 per DUE fee. (DA item)

7. If a multi family project does not require a final map (rental apartments), the project shall pay prior to building permit a per unit fee of $146 for transit capital and $25 for transit operation. (DA Item)

8. 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.

9. If existing buildings are demolished, applicant shall document size and type of buildings prior to demolition to determine if there is a credit for impact fees, If there are no sewer or water service connections no sewer or water impact fees will be credited.

10. Applicant shall pay $150 per lot at final map for the advance planning study for the SR 113 bike overcrossing. (DA Item)

Engineering General Conditions

1. Prior to final map the applicant 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 Engineer and Community Development Department.

2. Developer shall document and show evidence that all tentative map conditions are met with submittal of final map.

3. 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. Prepare improvement plans for any work within the public right-of-way and submit them to the Engineering Division 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 prior to improvement final map submittal.

6. Public improvements, in addition to roadway construction shall include water, sewer and storm drain mains, Fire hydrants, street lights and appurtenances

7. All non single family water services to this site shall include backflow prevention devices and water meters, with meters located within the Public Utilities Easement (P.U.E.) adjacent to the public road, in a location approved by the Public Works Department.

8. Submit an application for reapportionment of assessments with the parcel map or subdivision map.

9. Project shall obtain a Caltrans encroachment permit for construction of the sound wall and landscaping if necessary. A copy of the permit shall be provided to the City prior to approval of the final map and start of construction.

10. 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.

11. 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.

12. If improvements are constructed and/or installed by a party or parties other than the Developer, which improvements benefit Developer's property, Developer shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Developer.

13. If conditions for the project require Owner to construct improvements which 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.

14. If greater than 640 S.F., second units shall pay single family dwelling unit development fees.

15. All Second units shall have separate water service and meter.

16. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact Marshal Echols, Conservation coordinator, at 661-2063 for more information.

17. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.

18. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.

19. 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.

20. Project shall include in the disclosure document for each house that the future park does not have a scheduled date for construction and that future construction will be subject to available funds.

Fire Department

1. Weed Abatement. The project site shall comply with the City of Woodland Weed Abatement Ordinance. The project, parcel map, along with any lots shall be maintained throughout the year so that all dead trees or any vegetation growing upon the streets, sidewalks, or upon private property which bears seeds of a wingy or downy nature shall be removed and 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. Given the present plans and information, the required fire flow is approximately 1,500 gallons per minute at 20 psi for a minimum 2 hour duration. The applicant 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 will 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 the installation.

Building Division

1. The project will be required to conform to the current codes that are in effect at the time of plan submittal.

2. Plans will need to 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.

4. The project shall comply with FEMA regulations.

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) (http://www.arb.ca.gov/perp/perp.htm.

2. Dust emissions must be prevented from creating a nuisance to surrounding properties as regulated under District Rule 2.5 Nuisance.

EXHIBIT "D"

(Development Impact Fees)

CITY may, in its sole discretion, collect any of the following fees either prior to the issuance of a building permit for the Project or concurrently with the approval of a final subdivision map for the Property. The fees set forth herein do not include fees imposed by other agencies, such as the County of Yolo or Woodland Joint Unified School District.

Development Impact Fees for the following categories and amounts are shown as of June 30, 2013, but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER.

Development Impact Fee	SFD	MF
General City	$794	$662
Fire	$1,224	$917
Library	$49	$41
Police	$1047	$873
Wastewater	$5,744	$4,788
Water	$527	$323
Parks--Springlake	$3,627	$3,022
Surface Water (a future fee for the development of surface water treatment facilities)	$2,742	By meter size
Admin	$160	$130
Surface Water Administration	$21	By meter size

Other fees include all fees identified in this Agreement or conditions of approval which are linked to final map approval or issuance of a building permit. These fees include, but are not limited to, the following:

- SLIF fees for SFD $39,377 and MF $25,988; for the fair share of backbone infrastructure to the Spring Lake Specific Plan area (These are the 2013 costs, the cost is subject to annual change).
- Spring Lake Fire Department Operation and Maintenance Funding Fee of $771.00/DUE;
- Public transit capital fee: Prior to final map or project approval single family applicant shall pay $208.00/single family DUE (more on some maps) for the construction of transit capital improvements
- Public transit operations fee: Prior to final map or project approval applicant shall pay a $35.00 per single family DUE fee.
- If a multi-family project does not require a final map (rental apartments), the project shall pay prior to building permit a per unit fee of $146 for transit capital and $25 for transit operation.
- Spring Lake Offsite Affordable Housing fee of $1,100 per market rate single family lot.
- Fiscal Deficit mitigation fees of $1500 for SFD, and $1050 for MFD
- The Project's prorated share of the Habitat Monitoring and Farming Education Fees; amount to be determined at final map estimated @$56 per SFD, and $40 per MF unit
- $794 per house for 25A, construction and reimbursement, the fee is due at building permit.
- $150 per lot at final map for the advance planning study for the SR 113 bike overcrossing.

EXHIBIT 2

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT NO. _____ BETWEEN CITY OF WOODLAND AND CAL WEST INVESTORS, LLC AND OPTIMISTIC PARTNERS, LLC

This First Amendment to Development Agreement (hereinafter "Amendment") is entered into effective on the date it is recorded with the Yolo County Recorder (hereinafter the "Effective Date") by and between the City of Woodland, a California general law city (hereinafter "CITY") and Cal West Investors, LLC and Optimistic Partners, LLC (hereinafter together "OWNER") pursuant to Government Code section 65864 *et seq.* and in light of the following recitals:

RECITALS

WHEREAS, CITY and Cal West Investors, LLC and Optimistic Partners, LLC, previously entered into that certain Amended and Restated Development Agreement ("Agreement") as adopted by the City Council on September 3, 2013, and pursuant to Government Code section 65864 *et seq*. for the development of a certain project described in the Agreement ("Project"); and

WHEREAS, CITY and OWNER now wish to amend the Agreement in order to rezone approximately 8 acres of the original Property (the "Premises," as further described in **Exhibit 1**, attached hereto and incorporated herein), with Yolo County Assessor Parcel Numbers 041-070-051-000 and 041-070-055-000, and to update the Agreement to provide for new conditions of approval; and

WHEREAS, the Agreement may be amended pursuant to Section 2.5 of the Agreement and Government Code section 65868; and

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

WHEREAS, the City Council finds that this Amendment and the Project are consistent with the Woodland General Plan and the Spring Lake Specific Plan, as amended by separate action of the City Council; 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, the Planning Commission and the City Council of the City of Woodland have held noticed public hearings concerning this Amendment following mailing and publication of notice pursuant to Government Code sections 65090, 65091, 65868, and 65868.

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, CITY and OWNER agree to amend the Agreement as follows:

1. Effective Date. This Amendment shall become effective on the date on which all of the following are true: (i) this Amendment has been executed by Owner's duly authorized officers and officials and delivered to CITY; (ii) this Amendment has been approved by ordinance of the City Council of the CITY and such ordinance has become effective; (iii) this Amendment has been duly executed by the Mayor and delivered to OWNER; and (iv) the Amendment has been recorded with Yolo County (the "Effective Date").

2. Amendment of Section 3.1.2. Section 3.1.2 of the Agreement is hereby amended to read as follows, with text shown in strikethrough for deletions and double underline for new text:

> 3.1.2 CITY and OWNER acknowledge that this Agreement has been prepared and executed in order to comply with the requirement in the Spring Lake Specific Plan that a development agreement be entered into in connection with any rezoning of land or tentative map approval within the Specific Plan area. This Agreement is for Tentative Subdivision Map # 4991, the 8.89 acre R-8 site (shown as "Remainder Parcel" in TSM # 4991), the 2 acre R-8 site located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue, and the ~~10~~ 8 acre park ~~and neighborhood commercial~~ parcel. ~~which is the subject of this Agreement.~~ The TSM # 4991, ~~which~~ results in 176 R-8 units. The remaining R-8 parcels are zoned for a possible 49 additional units. ~~and a remainder parcel that is zoned for a possible 84 units on the multi-family site.~~
>
> ~~The Specific Plan indicates that the 2-acre commercial sites shall be floating designations with the precise location determined at the time of the land division that creates the park and surrounding residential lots. Prior to acceptance of the first final map the applicant shall either submit an application for a Spring Lake Plan Amendment or provide funding toward a future Plan Amendment for the relocation of the park west of its existing location. Determination for the location of the remaining 2 acres shall be provided at that time.~~

3. Amendment of Exhibit "C" of the Agreement. Exhibit C of the Agreement is hereby amended to amend the conditions of approval for the Premises. Exhibit "C" of the Agreement is hereby amended, as applied to the Premises, to read in full as set forth in the attached **Exhibit "1,"** attached hereto and incorporated by this reference.

4. Miscellaneous Provisions.

a. Recordation of Amendment. This Amendment shall be recorded with the County Recorder by the City Clerk within the period required by Government Code section 65868.5.

b. Severability. If any term, provision, covenant, or condition of this Amendment shall be determined invalid, void, or unenforceable, the remainder of this Amendment shall not affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Amendment.

c. Counterparts. This Amendment 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.

d. Authority to Execute. The person or persons executing this Amendment on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Amendment 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.

e. Integration. This Amendment, together with the Agreement, reflects the complete understanding of the parties with respect to the subject matter hereof. Except as expressly modified by this Amendment, the provisions of the Agreement shall govern the conduct of the parties. 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 Amendment. To the extent this Amendment conflicts with the Agreement, this Amendment supersedes such previous document. In all other respects, the parties reaffirm and ratify all other provisions of the Agreement.

f. Incorporation of Amendment. From and after the Effective Date of this Amendment, wherever the term "Agreement" or "Development Agreement" appears in the Agreement, it shall be read and understood to mean the Agreement as amended by this Amendment.

g. Defined Terms. All initially capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Agreement.

[Remainder of page intentionally left blank]

h. Waiver. Execution of this Amendment by CITY shall not be deemed a waiver of any rights held by CITY under the Agreement, nor of any obligations or breaches of the Agreement by OWNER, whether or not CITY is aware of any such breaches as of the Effective Date of this Amendment.

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

Cal West Investors LLC

By:_____

Optimistic Partners LLC

By:_____

CITY OF WOODLAND

By: _____
Tom Stallard, Mayor

Dated: _____

ATTEST:

By:_____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

By: _____
Kara K. Ueda, City Attorney

EXHIBIT 1

"EXHIBIT C" (Amended)

FINDINGS AND CONDITIONS OF APPROVAL FOR THE CAL WEST AREA PROJECT INCLUDING GENERAL PLAN AND SPECIFIC PLAN AMENDMENTS TO REZONE LAND FROM R-15 AND NEIGHBORHOOD COMMERCIAL TO R-8 SINGLE FAMILY RESIDENTIAL; AND DEVELOPMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Woodland
300 First Street
Woodland, CA 95695
Attn: City Clerk

Space Above Line For Recorder's Use

MEMORANDUM OF AGREEMENT

Cal West Area Development Agreement Ordinance No. _____

This Memorandum of Agreement is made and entered into by and between Cal West Investors LLC and Optimistic Partners LLC and the City of Woodland, 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. ___ between the City of Woodland and Cal West Investors LLC and Optimistic Partners LLC, dated _____, 2015, the terms and conditions of which are made a part hereof as though fully set forth herein, and which Development Agreement, as amended, controls and 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 _____ day of _____, 2015, at Woodland, Yolo County, California.

Cal West Investors LLC

By:_____

Optimistic Partners LLC

By:_____

CITY OF WOODLAND

By: _____
Tom Stallard, Mayor

ATTEST:

By:_____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

By: _____
Kara K. Ueda, City Attorney

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 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.

_____

Notary Public

[SEAL]

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 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.

_____

Notary Public

[SEAL]

EXHIBIT C

CONDITIONS OF APPROVAL FOR THE CAL WEST PROJECT SITE, INCLUDING TENTATIVE SUBDIVISION MAP #4991

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 maps and exhibits included in the August 20, 2013 City Council staff report and in the [DATE] City Council staff report, as approved by City Council, for the Cal West Investors, LLC and Optimistic Partners, LLC 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 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 of 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 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 applicant/developer 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 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.

7. Coordination of Plans. The applicant shall be responsible for coordinating all plans to ensure consistency with and including site plan, landscaping, and improvement plans, prior to submittal for review.

8. Future Subdivision Map(s). A tentative subdivision map application shall be required for review and determination of the future lotting pattern of the remainder parcel and 2-acre, R-8 development site east of the park. The Development Agreement shall be amended at that time and shall set forth applicable infrastructure improvements, timing and methods of financing improvements and other specific performance obligations of the property owner and the City as related to the development of the properties.

9. Affordable Housing. The project is subject to the Spring Lake Affordable Housing Plan and Ordinance 6A, the City's Inclusionary Housing Ordinances. Where there is a conflict, the Spring Lake Affordable Housing Plan shall prevail. The Plan requires 10 percent (10%) of single-family units to be affordable to Low-Income households. For multi-family projects the Plan requires that ten percent (10%) of all multi-family units be affordable to Low-Income households and that twenty percent (20%) of the units to be affordable to Very Low-Income households, or that twenty five percent (25%) of the units are affordable to Very Low-Income households.. This project requires 18 single family affordable units, based on a total unit count of 176 single family lots. At such time that a tentative subdivision map is approved for the 2-acre, R-8 residential site located east of the park, a determination regarding the requirement for additional affordable units shall be made, consistent with the SLSP Affordable Housing Plan (AHP)

based on the proposed number of housing units. Based on the preliminary Lotting Plan for the 2 acre site located east of the park, the site will be developed with 14 single family units. As such 1 single family unit shall be made affordable to a low-income household.

The affordable housing obligation for the 5.89 acre R-8 residential site located west of the park has been met (see discussion in the [DATE] City Council staff report).

10. Concurrent Construction. The affordable single family units shall be dispersed throughout the project in terms of location and product type. Affordable dwelling units shall be constructed concurrently with, or prior to, market-rate units within the residential project. In phased developments, inclusionary units should be constructed and occupied in proportion to the number of units in each phase of the residential project. The Community Development Department and Housing Staff shall review and approve the location of the affordable sites prior to approval of the Final Map. If the Developer desires to modify the approved locations of the Affordable dwelling units, the requested modifications shall be submitted along with a map review fee, with the final map.

11. Inclusionary Housing Agreement. Prior to the City approving the applicant'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.

12. SLSP AHP Compliance. Prior to approval of the map(s), the OWNER shall show proof of compliance with the Spring Lake Specific Plan Affordable Housing Plan through preliminary designation of affordable housing lots. Tentative Map #4991 will result in 176 single family lots of which 18 will be available low income units.

13. Offsite Affordable Fee. The off-site Affordable housing fee shall be paid at Final Map and at the rate in effect for each single family market rate unit.

14. Affordable unit size. There shall be an average of three bedrooms provided per affordable unit, and the developer can provide more but not less than the average target, unless it can be clearly demonstrated that a different average is required in order for the units to be sold in the affordable marketplace. A developer of a for-sale residential project may request an exemption from the requirements of this condition if, based on substantial evidence and financial information, such a mixture would be infeasible to the satisfaction of the Community Development Director. Affordable, for–sale single family units may be smaller in square footage than the Market-Rate units that trigger the affordable housing obligation, with a minimum living area of 850 square feet, however, a mix of bedroom numbers and square footage among for-sale single family house is desired.

15. 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.

16. Fair Share Cost. The applicant 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).

17. 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 (fire station).

18. Nexus Study. The applicant must comply with the requirements of the Spring Lake Specific Plan Nexus Study.

19. 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.

20. SLIF Fee Revenue. Additional SLIF revenue generated by the additional residential units, as a result of the prior approved rezone of the project site on December 14, 2010, shall provide benefit overall to the Spring Lake Plan, and allocation of those units to cover any funding shortfall, as determined by the City shall be applied as follows: 1) Should the affordable multi-family project, (by Mutual Housing California) on the R-25 site in the Heidrick Ranch Phase 1 be developed, the difference between the maximum density of 125 units and the proposed unit density of 101 units, or 24 units, for that site may be made up through application of the Cal West Investor LLC and Optimistic Partner LLC project's additional fee revenue. 2) Any additional remaining fee revenue as a result of the Cal West Investors LLC and Optimistic Partners LLC development would be available should any possible future rezone applications on the Cal West Investors and Optimistic Partner project site be presented; and 3) Any remaining fee revenue would be utilized at the City's discretion.

21. Building Unit Allocations (BUA)s. With the exception of affordable and multi-family housing, approval of a final map requires that all lots included in the final map, have a building unit allocation. No final map shall be recorded by the City unless BUAs for that map are assigned with the final map. In this case, with respect to the site formerly zoned for a school site, assignment may require requesting that additional BUAs be added to the Spring Lake Plan area. If BUA's are transferred from another site, or if BUAs are requested to be added, either transaction shall be recorded to the satisfaction of the Community Development Department and in compliance with the BUA Ordinance.

22. Reservation of Lots for public sale. The requirements of Section 21-15-1 of the City 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 subdivider 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 appraiser indicates that he offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45- days at a fair market value.

Finance Department

23. SL Maintenance Facilities District. Prior to recordation of each final map, with respect to that map, OWNER shall petition the City to be annexed into the boundaries of the Spring Lake Maintenance Community Facilities District. The OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition.

24. SL Community Facilities District 2004-1. At OWNER's option, OWNER may petition the City to be annexed into the boundaries of the Spring Lake Community Facilities District 2004-1 prior to the approval of each final map. OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition. Alternatively, OWNER may instead meet its SLIF financial obligation by paying the then equivalent bond proceeds in cash at building permit, before applying fee credits or paying cash, at OWNER's option, for balance of the fee creditable portion of the SLIF.

25. Fee Credits. Any financing method employed which would allow additional proceeds to be raised to pay back the First Release Property Owners, would then allow OWNER to use the fee credits associated with the Community Facilities District.

Community Development

26. Design Review. For all residential uses, final site plans, architectural plans, elevations, sound wall, 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. Additional design detail shall be provided on corner lots with emphasis on side elevations, porches and entries (Design Standard 2.7). (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 unit shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), 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.)

27. Prior to the start of any work on-site, the applicant shall request and attend a pre-construction meeting to include the project superintendent, architect, subcontractors, as well as City representatives including Community Development and/or Public Works.

28. Block Length on Street "A". In order to mitigate for the extended block length on the west side of Street A, the homes along this stretch shall be designed so that there is variability provided through careful use of such elements as front setback, mix of one and two-story, and building architectural frontage design. All homes along this segment extending from lot 160 to lot 176 shall have either a full usable front porch or a separated front patio extension with low walls.

29. Architectural Diversity. Emphasis shall be placed on creating architectural diversity within the development as discussed in Sections 2.3, 2.4 and 2.5 of the Spring Lake Design Standards. Particular care will be required to create a diverse architectural appearance on lots that are fairly narrow (40 to 45 feet in width). Creativity and innovation will be encouraged.

30. *** PLACEHOLDER FOR PARK RELATED CONDITIONS ***

31. Landscape Plan Submittal. Detailed Landscape and Irrigation Plans, shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with State water conservation requirements. Landscape plans shall be submitted and approved by the Community Development and Public Works Departments 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. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.
    - 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.

32. Street Tree Master Planting Plan. Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. 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 – Urban Forestry division. A soils test shall be submitted that will assist in appropriate species selection.

33. 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). Final landscaping plans for all areas to be maintained by the SLSP Lighting and Landscape District shall be submitted for review and approval by the Community Development and Parks Department. Due to poor soil conditions in the project area, soil sample analysis shall be provided for publicly maintained landscaping areas and resulting recommendations shall be complied with to the satisfaction of the Community Development Director.

34. Tree Preservation and Replacement Planting

- *Replacement.* In accordance with Section 20A of the City of Woodland Municipal Code, the applicant shall comply with the following replanting schedule for removal of trees on and adjacent to the project site:
    A. Replacement planting is required for each heritage, specimen, and landmark tree removed at a rate of four 15- gallon trees for each six-inches, or fraction thereof, of trunk diameter removed. Removal of street trees requires replacement planting of approved species at a rate of two 15 –gallon trees for each six inches removed in accordance with Section 20A -1-100.
    B. The approved species and locations of replanting shall be specifically shown on the Landscape and Development plans and shall be subject to review and approval by the Community Development and Public Works departments. Replacement planting shall be in addition to standard planting requirements.
    C. Landscape Development plans shall be submitted concurrently with subdivision improvement plans prior to any grading on site and final map approval.

- *Preservation*. The City's Tree Preservation Ordinance requires preservation of Heritage Trees to the extent possible. The two existing Heritage Oak trees shall be preserved. Prior to issuance of a grading permit which impacts each Oak Tree, the applicant shall submit a tree protection plan to be included in the improvement plans which shall indicate measures to be taken to protect the trees during construction.
    A. The oak tree on Lot B shall be preserved in place. Lot B shall be dedicated to the city to create a small pocket park around the existing tree. Park amenities, (such as a bench, DG/mulch, and drainage swale to support the oak tree) shall be provided and design approved by the Community Development Department Public Works Departments prior to acceptance of the final map which dedicates Lot B.
    B. Upon approval of the park design and installation of all required amenities for Lot B, the OWNER shall receive the equivalent in park fee credits of $10,000
    C. The Heritage Oak tree located off-site, north of Lot B, shall also be preserved in place, unless it cannot be preserved in place due to infrastructure requirements. The "F" Street cross section may be

modified subject to approval by the City Engineer, at that location to accommodate the preservation of this street tree (i.e. removing the planting strip and attaching the sidewalk at that locations, etc…)

D. The trees and pocket park shall be included in the Spring Lake Lighting and Landscaping assessment district.

35. 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. The applicant 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).

36. Light pole location. Light poles shall not be located so as to conflict with planting or future growth and shading of trees throughout the site. Review shall be provided prior to issuance of final map.

37. Street and Lot lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2.

38. Compliance with State Water Conservation Ordinance. The project shall comply with State Water Conservation Ordinance, as well as water conserving requirements in the Spring Lake Specific Plan and SL Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.

39. Sound Wall. A freeway adjacent sound wall is required in accordance with the Environmental Noise Analysis and shall be 10-feet in height. The sound wall design shall meet the SLSP Design Standards (Section 6.2.1). Access for required maintenance shall be provided via Lot A shall be 28 feet in width. The entire length of the project sound wall shall be constructed at one time, with the Phase 3 final map, including the portion of the wall on the remainder parcel. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review to the Planning Commission prior to acceptance of the Phase 3 final map. Sound wall will need to be bonded for and included in the public improvements and are eligible for SLIF credits.

40. Sound Wall Landscaping. Landscaping shall be provided in accordance to 6.2.1 (d) to help screen the wall, minimize graffiti and provide shade on the west elevation. Landscaping shall include trees, shrubs and groundcover. The landscaping, predominately trees (fine needled such as pines or cedars depending on soil fertility report recommendations), will be planted in a fairly dense manner within a 28 foot easement on the west side of the wall. A reciprocal access and maintenance agreement will be established and recorded with the sound wall and landscaping in order to provide

access for maintenance of the sound wall and landscaping. The landscape plans shall be reviewed and approved by the Community Development and Public Works Departments prior to issuance of permits for the wall. Landscaping shall be installed at the same time as the wall. Landscaping will need to be bonded for and included in the public improvements and are eligible for SLIF credits upon addition to the Spring Lake CIP.

41. Single Story Homes. Consideration shall be given to the extent possible that the units constructed on the lots backing to the HWY 113 freeway be single story, or that the second story portion be recessed from the back of the single story portion.

42. Interconnecting Walk and Pathway. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped consistent with Section 6.9 of the SL Design Standards.

43. Greenbelt Connector. As shown in the preliminary lotting map as "Lot F," land shall be provided as a greenbelt and shall be constructed in conjunction with adjoining development and/or street improvements to serve as an extension of the greenbelt located on the east side of Harry Lorenzo Avenue along Farmer's Central connecting the greenbelt trail system to the park. The greenbelt extension shall be designed and landscaped consistent with Section 7.1 and 7.2.1 of the SL Design Standards. The greenbelt extension shall be included in the Spring Lake Lighting and Landscaping assessment district.

44. 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. Consideration shall be given to the use of wood with integral stain. 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.

45. Entry signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the applicant shall establish neighborhood entry signs. A sign shall be provided at the northwest corner entry of Harry Lorenzo Avenue and "D" Street and at the southeast corner of "Lot F" as shown on the proposed Lotting Plan, consistent with SL Design Standard 1.6.2.

    A design specification for these signs shall be prepared for review and approval by the Community Development and City Engineer prior to acceptance of the final map. The signs shall be installed prior to the issuance of the first house permit for the phase in which they are located.

46. Prohibit RV Parking. Provisions in the CC&Rs for the Single Family (R-8) 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.

47. Energy Efficiency. All future development shall at a minimum meet the energy efficiency requirements included in Design Standard 2.11 and Development Standard 2.25. Five (5%) Percent of all units shall have roof mounted photovoltaic energy systems or other alternate renewable energy generation systems. The method and number of homes to be identified with submittal of design review application. All homes shall be photovoltaic ready and have electric vehicle charging outlets in every garage on a dedicated circuit.

48. 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.

49. 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.

SLSP Mitigation Measures:

50. Mitigation Requirements. The project applicant shall comply with all mitigations 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 mitigations.

51. 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 and with the requirements specified in the Environmental Noise Analysis prepared by Bollard Acoustical Consultants, Inc dated July 19, 2011.
    - A 10-foot tall noise barrier should be constructed along the western property line of the project site. The barrier heights shown are those required to reduce future SR 113 traffic noise to 65 dB Ldn or less. Barriers should be constructed of masonry block, concrete or earth berms. A combination of berms and walls is acceptable provided the combined height is sufficient to achieve satisfaction with City noise standards. Final design and wall height to achieve adequate protection shall be determined at the time of the final Phase 3 grading plan submittal.
    - City of Woodland's interior noise standard is 45 dB Ldn. Exterior noise levels at second floor facades facing the freeway can be up to 77 dB Ldn. Recommendations to reduce interior noise as stated in the Environmental Noise Analysis, dated April 20, 2011, prepared by Bollard Acoustical Consultants shall be complied with. If two story units are proposed, the additional construction techniques identified shall be followed as well.
    - When final site lot and grading plans are completed they shall be reviewed by an acoustical consultant to ensure that the conclusions of the acoustical study have not changed.

- Disclosure statements shall be provided to all prospective residences notifying them of the elevated projected future Hwy 113 noise environment and informing them that satisfaction with the City of Woodland 45 dB Ldn interior noise standard may only be achieved with windows in closed positions.

52. Ground nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3, 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.

53. 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 prior to final map approval or commencement of development activity, consistent with 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.

54. 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 he proposed activity is planned to begin to determine if any nesting birds of prey would be affected.

55. Geotechnical. The recommendations contained in the Conclusions and Recommendations Section of the Geotechnical Engineering Report (Geocon Consultants, Inc May 2011 – Geocon project no s9574-06-01)

56. 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-emissions heavy duty vehicles and construction equipment during all grading and construction. (SLSP page 7-4, Regulation 7.3).

57. Mosquito Vector Control. 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.

58. Construction Recycling. 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 and all other City requirements. (MM 4.13-18)

59. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)

60. 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.

61. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22 (MM 4.10-1)

Engineering Development Services

Roadways

62. Regarding "E" Street between phase 1 and phase 2 and "B" Street road between phases 2 and 3 and "D" Street between phases 3 and phase 4. The road may be revised to a partial street section (similar to cross section C on Sheet 4 with approval of the City Engineer).

63. Streets fronting the park: Phase 1 shall construct full street section and curb gutter, sidewalk, and landscaping along opposite side of the street fronting the park ("D" Street). Phase 2 shall construct a full section of curb, gutter, sidewalk, and landscaping of Street opposite the park ("D" Street). Phase 4 shall construct full street section and curb gutter, sidewalk, and landscaping along opposite side of the street fronting the park ("B" Street). This requirement may be reduced or altered by the City Engineer, if, the appropriate portions of park frontage are added to the SLIF fee capital improvement program.

64. Applicant shall revise partial street cross sections; partial street sections shall have 4' shoulders with 2' paved shoulders to the same structural section as the remainder of the road and 2' unpaved.

65. Unless constructed by others project shall construct Harry Lorenzo from "F" Street to Farmers Central Road (including park frontage with first final map without transition) in accordance with section E. If land fronting Harry Lorenzo Avenue is rezoned to residential lots prior to application for final map, the improvement plans may be modified to reduce fronting improvement requirements, with the approval of the City Engineer. Upon request of the applicant City will enter into a third party reimbursement agreement to allocate fair share costs to the adjacent property owners. Fair share costs shall include 50% of the total cost less the west sidewalk, landscaping, water and sewer services. The third party reimbursement agreement shall be completed prior to the approval of the final map. Final cost determination shall approved by the City Engineer.

66. Unless constructed by others, project shall place a type III slurry or micro pave, at the discretion of the City Engineer, and stripe Harry Lorenzo Avenue from the improvements of the Harry Lorenzo Drive to its southerly terminus.

67. Unless constructed by others the project shall construct/extend Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue with the first final map. If necessary for access, only the road section may be reduced to two twelve foot lanes plus four foot shoulders on each side with additional turn lanes as necessary at Harry Lorenzo Drive. Design of the interim/partial road improvements shall be compatible with the ultimate design of the roadway. Upon request of the applicant City will enter into a third party reimbursement agreement to allocate fair share costs to the adjacent property owners. The third party reimbursement agreement shall be completed prior to the approval of the final map.

68. Along the alignment of Farmer's Central Extension there shall be a 20 foot landscaped greenbelt corridor including a 10 foot bike path, and 10 foot landscaping component. Path may meander to the north only if necessary to avoid PG&E transmission poles. Path design and alignment shall be subject to the approval of the City. At a minimum, the corridor shall include a 10 foot path shall: be reinforced to support maintenance/emergency vehicles, include 10 foot of landscaping, parkway level lighting along the length of the corridor, two, 2 inch conduits for future broadband, and connect to "B" Street as well as align ultimately for the SR 113 overcrossing. Furthermore, design of the greenbelt corridor shall include working with PG&E to vacate its existing easement and establish a new easement that aligns with the actual transmission line. Property descriptions and easements shall be to the satisfaction of the City Engineer. The greenbelt corridor shall be constructed with phase 3 of the subdivision. Timing of the greenbelt corridor may be deferred at the discretion of the Community Development Director until the development of the remainder parcel provided that fair share payments are made on a per unit basis for phases 1, 2 & 3 into a City held escrow account. For purposes of third party reimbursement, a fair share shall be determined by the following process.

A. With the first final map application the applicant shall prepare a preliminary design with a cost estimate for the greenbelt corridor. The cost estimate shall include a 20% contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate. Cost estimate for the greenbelt corridor shall be itemized separately so that SLIF credits may be applied towards that portion of the cost separate from the balance of the remainder of the subdivision improvements. Payments collected towards construction and construction costs are eligible for SLIF credits and reimbursements. The calculation shown below is an example based on the anticipated number of units in the map. The calculation shall be updated as needed.

B. Then the total cost shall be divided by 234 (176 units for the map plus 84 x .7 for the multi family).

C. Then each final map shall pay the amount at time of final map on a per unit basis. Once paid, a fee credit in an amount equal to the amount paid in cash will be added to the property's fee reimbursement account and used subject to the Administrative Guidelines for Allocation and Distribution of BUA's in the Spring Lake Specific Plan adopted by the City Council on March 5, 2013 and as subsequently amended, and in accordance with the Funding and Reimbursement Agreement

D. Upon request, the City will enter into a 3rd party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner.

E. Cash payments and construction costs may be reimbursable or creditable from the SLIF if the facility is included in the SLIF CIP subject to restrictions of the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake Specific Plan adopted by the City Council on March 5, 2013 and as subsequently amended and in accordance with the Funding and Reimbursement Agreement..

69. Prior to approval of the first final map the applicant shall submit for approval of the City Engineer a traffic calming plan for the entire tentative map area. Plan shall generally conform to recommendations made in the traffic study. Traffic calming features may vary from those shown on the tentative map. Applicant shall construct components of the traffic calming plan as part of the public improvement program.

70. Underground overhead distribution utilities on the property. Transmission lines in the PG&E easement may remain overhead.

71. With first final map and the extension of Farmers Central Road from Pioneer Avenue to Harry Lorenzo Drive the applicant shall construct roundabouts at the intersection of Farmers Central Road and Harry Lorenzo Avenue and at "F" Street and Harry Lorenzo Avenue. Upon inclusion in the Spring Lake SLIF CIP, the cost of the roundabout shall be SLIF reimbursable/creditable.

72. Details for the construction of "F" Street shall include a tree preservation plan for the Heritage Oak(s) required to remain on site. Design of the pre-preservation plan, fencing materials, and all other components shall be approved at the sole discretion of the City.

73. Project shall provide paved access with bollard or gate control to City approved openings in the sound wall for Maintenance access. Paved access and access control design shall be subject to the approval of the City. Paved access shall meet alley width minimum requirements, or the width may be reduced to 15 feet with the approval of the City Engineer.

74. Cross section J shall have a 4.5 foot sidewalk adjacent to curb and 10' PUE behind the monolithic curb.

75. Cross sections 2/C01 and 3/C02 shall be removed from Sheet C05 of the Tentative Map.

Easements and Right of Way

76. A seven (7) / ten (10) foot adjacent to monolithic sidewalk foot public utility easement back of (separated) 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.

77. Prior to approval of first set of improvement plans and final map, Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map. Final determination of Right of Way Requirements shall be made by the City Engineer.

78. Phase 3 final map shall dedicate a 28 foot strip between the tentative map edge and Caltrans Right of Way.

79. Lots 160 through 176 shall include a general access easement to the City for repair and maintenance of the sound wall.

80. Project shall acquire or dedicate 15' maintenance access easements along the north edge of the property (may be on adjacent property) and along the south side of Lot 176. Project shall provide paved PCC access with bollard control to City approved openings in the sound wall for maintenance access.

81. Should, after a good faith effort based on a MAI Appraisal, the applicant has been unable to obtain offsite right of way, the applicant may request that the City obtain the land at the cost of the applicant. Applicant shall deposit estimated cost of land, staff time and attorney time to obtain the land. After land has been obtained City shall relinquish balance of funds on hand.

82. Applicant shall acquire by deed or lot line adjustment the right of way for the knuckle on "B" Street, with the final map which includes this portion of "B" Street prior to sale of the Park site, unless mapping of that corner can be made without expanded corner, subject to the approval of the City Engineer.

Wastewater and Sewer Collection System

83. The property shall be connected to the City of Woodlands sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.

84. 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.

85. Construction of deep sewer mains shall be connected to laterals by a parallel main and connections at Manholes.

86. Applicant shall obtain a groundwater discharge permit from the State Board of Reclamation prior to ground dewatering.

87. Any onsite Septic tanks shall be to county health department standards, prior to the final map within which boundary it is contained.

Storm Water

88. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for project watershed(s), including the plan area. The 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 and City Standard Specifications and Details. The plan shall incorporate secondary flood 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 Storm Drainage Plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking. 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.

89. 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 Engineering Design and Construction Standards for additional requirements.

90. The Tentative map Grading and Drainage plan showing 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 Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

91. Unless constructed by others the first final map shall construct the extension of the 72" storm drain line along Farmers Central Road from Pioneer Avenue to Harry Lorenzo Avenue.

92. Development of the remainder parcel (multi-family site) will require construction of the 60" storm drain line from SR 113 to Harry Lorenzo Avenue at its sole cost less any reimbursement collected by item 6 below.

93. Each phase of the project shall contribute fair share costs for the 60" Storm Drain line along the southerly boundaries; payments collected towards construction and construction costs are eligible for SLIF credits and reimbursements. Fair share payments are made on a per unit basis for phases 1, 2 & 3 (for reimbursement and or construction into a City held escrow account). The calculation shown below is an example based on the anticipated number of units in the map. The calculation shall be updated as needed. A fair share shall be determined by the following process:

    A. With the first final map the applicant shall prepare a preliminary design with a cost estimate 60" storm drain, access road, gates, and appurtenances. The cost estimate shall include a 20% contingency and 7.5% in plan check and inspection rate, 10% design costs, and a 7% CM overhead rate.

    B. Then the total cost shall be divided by 234 (176 units for the map plus 84 x. 7 for the multi family).

        Then each final map shall pay the amount at time of final map on a per unit basis. Once paid, a fee credit in an amount equal to the amount paid in cash will be added to the property's fee credit account and used

subject to the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake…adopted by the City Council on March 5, 2013 as subsequently amended and in accordance with the Funding and Reimbursement Agreement.

C. Upon request the City will enter into a 3rd party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner.

D. Cash payments (once made) and construction costs will be reimbursable or creditable from the SLIF subject to restrictions of the Administrative Guidelines for Allocation and Distribution of BUA's in Spring Lake Specific Plan as adopted by the City Council on March 5, 2013 as subsequently amended and in accordance with the Funding and Reimbursement Agreement. .

Storm Water Quality Control

94. 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 BMP's to prevent and minimize erosion. The improvement plans for construction of less that 1 acre shall include a BMP to be approved by the City Engineer. Projects of this size shall also prepare a SWPPP (Storm water Pollution prevention plan).

95. Project shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.

96. The Developer shall create a storm water phasing plan to be approved by the City Engineer prior to a grading permit or final map, unless otherwise determined unnecessary by the City Engineer.

Water Infrastructure Conditions

97. All materials and installation of the water system shall be at the developer's expense per City of Woodland Standard Specifications and Details.

98. 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.

99. If not constructed by others, the first final map shall construct a 12" water line in Harry Lorenzo Avenue connecting to the water mains in Farmers Central Road and Gibson Road and extend the 12" main in Farmers Central Road from Pioneer Avenue to Harry Lorenzo

Avenue. Upon request, the City may enter into a 3rd party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner, if determined applicable to the adjacent development.

100. Standard Pacific Homes deposited $327,224 dollars in lieu of constructing a 12" water line from Matmor Road to Pioneer Avenue. The City shall reimburse Lennar Homes the actual amount of construction costs for construction of the 12" line from Pioneer Avenue to Harry Lorenzo Avenue. After the payment to Lennar homes, the remaining amount shall be prorated as follows 35% for the City and 65% for the development of the Cal West property. This shall be all of the compensation available for construction of waterlines along the south edge of the property for Cal West Development, actual terms will be defined, with the tentative maps for parcels A & B. City share of costs shall be used to fund the construction of the 36" water transmission main.

101. 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. 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 project. 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.

102. 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 developer'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.

103. 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.

104. One Water Sampling Station shall be installed with the first final map.

105. Applicant shall abandon all on site private wells with the demolition of existing structures served by the wells prior to final map within which the well is located.

Landscaping

106. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrently 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.

107. The phase 3 final map in Calwest shall construct the entire sound wall along the western edge of the tentative map. Sound wall design and construction costs are eligible for SLIF credits.

108. Phase 3 shall construct 28' landscape strip along western boundary. Landscaping will need to be bonded for and are included in the public improvements and are eligible for SLIF credits upon addition to the Spring Lake CIP.

Grading

109. 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.

110. The Tentative map Grading and Drainage plan showing grading and drainage information <u>including</u> topographic information, drainage routing, pipe slopes and sizing and locations and <u>excluding</u> 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.

111. 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.

Fees

112. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.

113. Prior to approval of improvement plans, the Owner shall pay all fees for plan check and inspection of offsite 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.

114. At building permit issuance the applicant shall pay applicable Development Impact Fees or connect fees in effect at the time of building permit issuance.

115. Shall pay $794 per house for 25A; construction & reimbursement, the fee is due at building permit. (DA Item)

116. Transit Capital fee: Prior to final map or project approval (for single-family) applicant shall pay a $208 per DUE fee. (DA item)

117. Transit Operation fee: Prior to final map or project approval (for single family) applicant shall pay a $35 per DUE fee. (DA item)

118. If a multifamily project does not require a final map (rental apartments), the project shall pay prior to building permit a per unit fee of $146 for transit capital and $25 for transit operation. (DA Item)

119. 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.

120. If existing buildings are demolished, applicant shall document size and type of buildings prior to demolition to determine if there is a credit for impact fees, If there are no sewer or water service connections no sewer or water impact fees will be credited.

121. Applicant shall pay $150 per lot at final map for the advance planning study for the SR 113 bike overcrossing. (DA Item)

Engineering General Conditions

122. Prior to final map the applicant 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 Engineer and Community Development Department.

123. Developer shall document and show evidence that all tentative map conditions are met with submittal of final map.

124. 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.

125. Prepare improvement plans for any work within the public right-of-way and submit them to the Engineering Division 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.

126. Submit proposed Street names to fire department for approval with a copy to Engineering prior to improvement final map submittal.

127. Public improvements, in addition to roadway construction shall include water, sewer and storm drain mains, Fire hydrants, street lights and appurtenances

128. All non single family water services to this site shall include backflow prevention devices and water meters, with meters located within the Public Utilities Easement (P.U.E.) adjacent to the public road, in a location approved by the Public Works Department.

129. Submit an application for reapportionment of assessments with the parcel map or subdivision map.

130. Project shall obtain a Caltrans encroachment permit for construction of the sound wall and landscaping if necessary. A copy of the permit shall be provided to the City prior to approval of the final map and start of construction.

131. 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.

132. 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.

133. If improvements are constructed and/or installed by a party or parties other than the Developer, which improvements benefit Developer's property, Developer shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Developer.

134. If conditions for the project require Owner to construct improvements which 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.

135. If greater than 640 S.F., second units shall pay single family dwelling unit development fees.

136. All Second units shall have separate water service and meter.

137. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact Marshal Echols, Conservation coordinator, at 661-2063 for more information.

138. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.

139. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.

140. 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.

141. Project shall include in the disclosure document for each house that the future park does not have a scheduled date for construction and that future construction will be subject to available funds.

Fire Department

142. Weed Abatement. The project site shall comply with the City of Woodland Weed Abatement Ordinance. The project, parcel map, along with any lots shall be maintained throughout the year so that all dead trees or any vegetation growing upon the streets, sidewalks, or upon private property which bears seeds of a wingy or downy nature shall be removed and maintained so as to meet the City of Woodland standards.

143. 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. Given the present plans and information, the required fire flow is approximately 1,500 gallons per minute at 20 psi for a minimum 2 hour duration. The applicant shall meet the required volume and duration at the project site prior to obtaining a building permit.

144. 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 will 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 the installation.

Building Division

145. The project will be required to conform to the current codes that are in effect at the time of plan submittal.

146. Plans will need to be complete at the time of submittal as the City of Woodland does not accept deferred submittals.

147. All sub-contractors/companies working on the project will be required to obtain a City of Woodland Business Registration.

148. The project shall comply with FEMA regulations.

Yolo Solano Air Quality Management District

149. 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) (http://www.arb.ca.gov/perp/perp.htm.

150. Dust emissions must be prevented from creating a nuisance to surrounding properties as regulated under District Rule 2.5 Nuisance.

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:
Cal West Investors, LLC & Optimistic Partners, LLC

MAILING ADDRESS:
173 Court Street, Ste. D

CITY STATE ZIP CODE:
WOODLAND, CA 95695

PHONE NUMBER:
530-668-4056

E-MAIL ADDRESS:
melanie_mathews@springlakedevelopment.org

PROJECT APPLICANT
Cal West Investors

MAILING ADDRESS:
173 COURT ST., STE. D

CITY STATE ZIP CODE:
WOODLAND, CA 95695

PHONE NUMBER:
530-668-4056

E-MAIL ADDRESS:
melanie_mathews@springlakedevelopment.org

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 Specific Plan Amendment + DA Amendment

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

3. Project Description

Project Name:
Cal-West/OP GP & SLSP Amendment

Total Acres or Square Feet
8.33 acres

Is Your Project Located in a Flood Zone?
☐ Yes ☑ No

Site address or location:
19266 Harry Lorenzo Ave. (County Rd 101)

Assessor's Parcel Number:
CW 041-070-051-000 & OP 041-070-052-000 055

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-13-00079

5. General Plan Amendment

Existing General Plan Designation	Gross Acres	Proposed General Plan Designation	Gross Acres
MDR/NC	5.67ac/2.66ac	MLDR	8.33 ac

6. Zoning Amendment

Existing Land Use Zone	Gross Acres	Proposed Land Use Zone	Gross Acres
SLSP R-15/NC	5.67ac/2.66ac	SLSP R-8	8.33 ac

7. Residential Development

No. of residential units are being requested? _____

Single Family _____ Half-plex _____

Duplex _____ Apartments _____

Condominiums _____ Other _____

Townhomes _____ **Total Units** _____

No. of lots will be created by this project? _____

Do you intend to market the units for sale?

☐ YES ☐ No

Do you intend to market the units for rent?

☐ 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:

_____

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.

RECEIVED
Date Received Stamp Here
SEP 30 2013
City of Woodland

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

CW By Lori Strong member

Applicant: **Date**

CW Lori Strong mem 9/14/13

Legal Owner: **Date**

OP Lori Strong 9/14/13

Legal Owner: **Date**

DEPARTMENT USE ONLY

Amount Paid: _____ Project No: _____

Amount Due: _____ Logged by: _____ Date: _____

GP / Zoning Designation: _____ Planner: _____ Date: _____

CAL WEST AND OPTIMISTIC PARTNERS

Project Description and Justification:

This application proposes a general plan amendment, specific plan amendment, and rezone of a 5.61 acre site from R-15 to R-8 and a 2 acre neighborhood commercial site to R-8. The requests are being made because the originally anticipated land uses are not feasible. Approval of the rezone request will allow for timely and complete development of the Spring Lake Specific Plan community, and will help fund planned infrastructure, parks and other planned community benefits.

The R-15 site is not a feasible land use in Woodland, and would not be readily absorbed. Prospective residents are coming to Woodland to purchase traditional single family homes. The rezone request will allow for the overall parcel to be built out with consistent zoning.

It's debatable whether the 2 acre neighborhood commercial sites were ever viable in Spring Lake. However, they are not financially feasible to build and there is no demand for the sites. If built, they would struggle, and other neighboring shopping areas (Bel Air and Pioneer Plaza) would suffer as a result. Learning from the development of Sycamore Ranch, the second commercial site approved with Sycamore Ranch did not move forward until Spring Lake was underway, which helped provide additional roof tops to support that center. Additionally, studies done with the General Plan update indicate that there is sufficient existing or planned commercial uses Woodland, including the Gateway Center to the north. For these reasons, we are requesting this site be rezoned to be consistent with the adjacent tentative map as well.

Other key considerations relate to the provision of affordable units and how the required SLIF fee balancing is addressed. The low and very low affordable MF units are being provided via the SMHA project. The off set for any differential in SLIF fees as a result of these rezones has been provided through the rezone of the school site.

Supporting Information:

On September 3, 2013 the City Council approved the Cal West Tentative Map #4991 and a Development Agreement for APN's 041-070-044& 46. In order to expedite approval of that Tentative Map, it did not include the rezone of the R-15 and Neighborhood Commercial land uses. This tentative map resulted in 176 single family units and included the R-15 use as a 5.61 acre remainder parcel. The park and neighborhood commercial site was not included in the map, but the map was conditioned with addressing this property prior to submitting the first final map.

To quote the staff report accompanying TM #4991: "The proposed future park and neighborhood commercial parcel located southeast of the tentative map is not included as part of this map application. However, to insure adequate future improvements including access and bike path design, key development considerations be been included in the Development Agreement and Conditions of Approval. In particular, conditions relating the timing and level of construction for roadways adjacent to the park and possible future land configuration have been included. A condition has been added, such that the applicant is required to prepare a master land use concept and possible rezone to consider an alternate land use configuration. The park site would be a complete rectangle and the location for the park site would be configured to allow for a more efficient development of the remaining two acres of land. The analysis will evaluate the location and viability of the two acre commercial sites with the plan area and whether they should be rezoned to residential land."

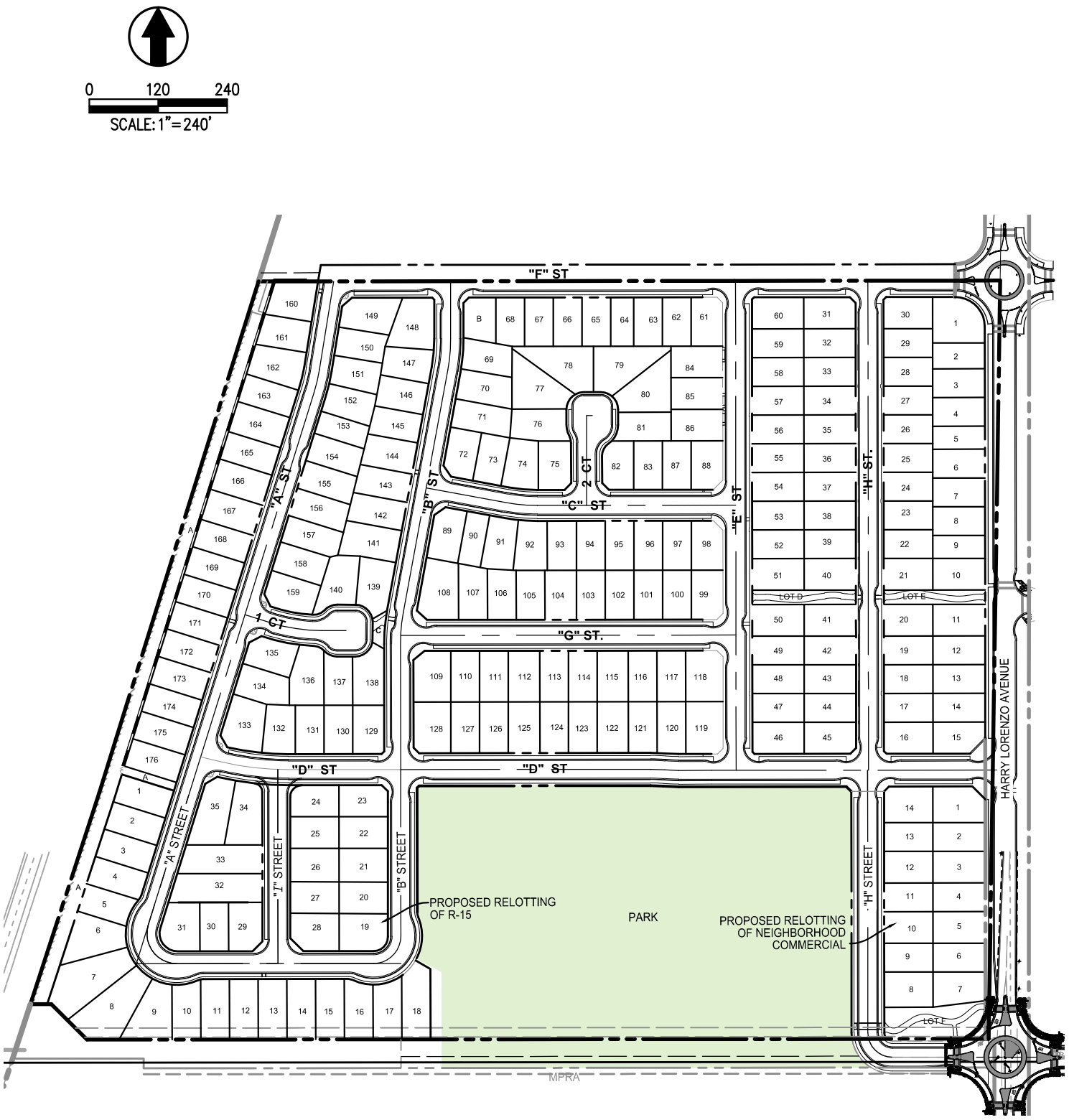
Three Conditions of Approval included as part of TM #4991 also relate directly to this application and facilitate meeting the policy thresholds necessary for approval:

13. Affordable Unit replacement site. With respect to the currently zoned R-15 multi-family property, located east of SR 113 and designated as a remainder parcel in TSM # 4991, any low or very-low income units may be deemed as replaced with the units that may be developed as a result of the proposed future development of the Heidrick Phase I, R-25 site (Mutual Housing). However, only those units for which building permits have been pulled on the R-25 site, may be considered as potential replacement units and only if they are in excess of the minimum number of affordable units required for the R-25 multi-family site, (13 low income units and 25 very low income or 32 very low income units).

20. SLIF Fee Revenue. Additional SLIF revenue generated by the additional residential units, as a result of the prior approved rezone of the project site on December 14, 2010, shall provide benefit overall to the Spring Lake Plan, and allocation of those units to cover any funding shortfall, as determined by the City shall be applied as follows: 1) Should the affordable multi-family project, (by Mutual Housing California) on the R-25 site in the Heidrick Ranch Phase 1 be developed, the difference between the maximum density of 125 units and the proposed unit density of 101 units, or 24 units, for that site may be made up through application of the Cal West Investor LLC and Optimistic Partner LLC project's additional fee revenue. 2) Any additional remaining fee revenue as a result of the Cal West Investors LLC and Optimistic Partners LLC development would be available should any possible future rezone applications on the Cal West Investors and Optimistic Partner project site be presented; and 3) Any remaining fee revenue would be utilized at the City's discretion.

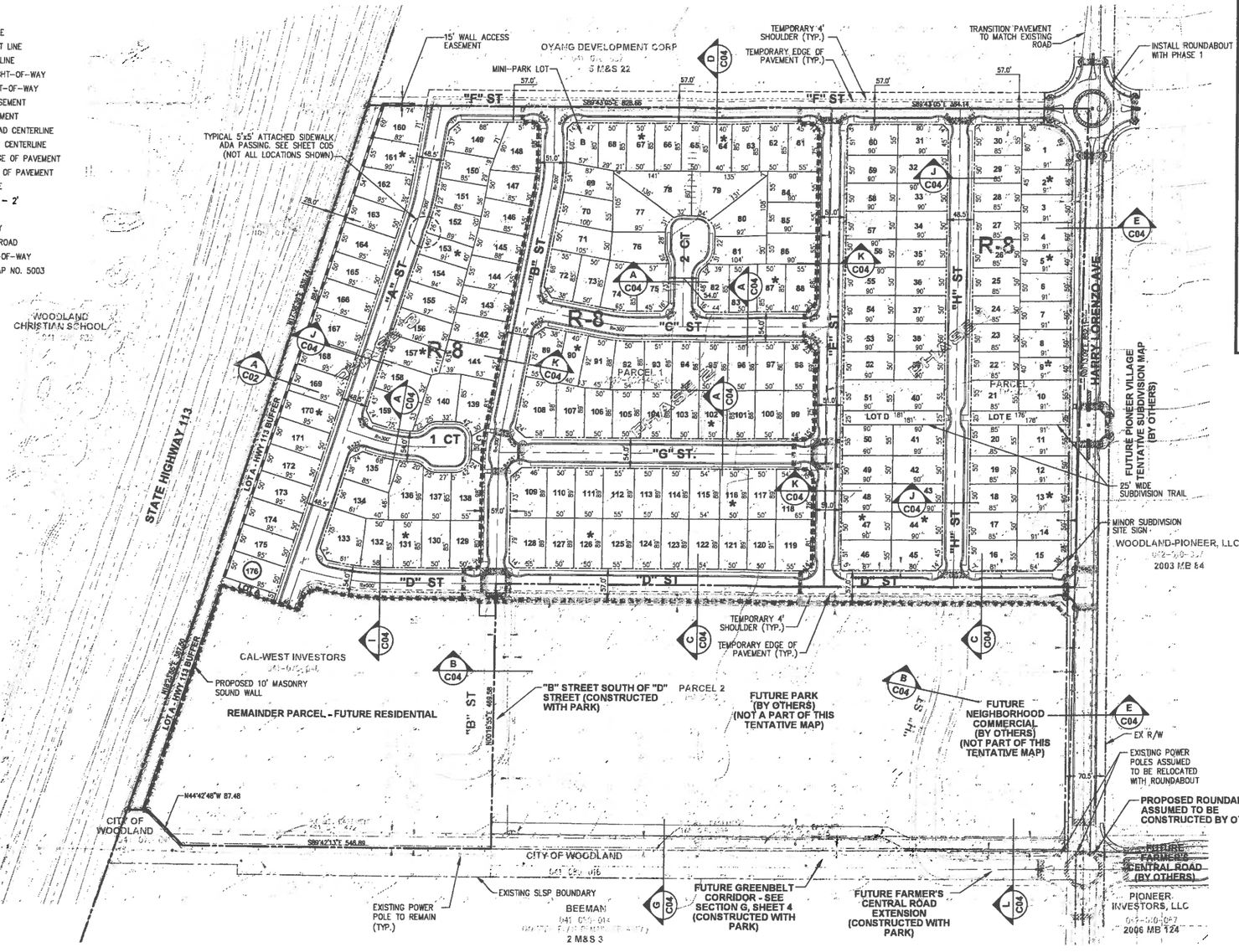
24. Future Park and Rezone Application. The Specific Plan indicates that the 2-acre commercial sites within the Plan area shall be floating designations with the precise location determined at the time of the land division that creates the park and surrounding residential lots. Prior to acceptance of the first final map the applicant shall either submit an application for a Spring Lake Plan Amendment or provide funding toward a future

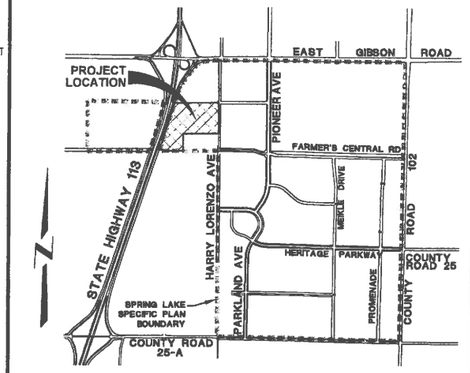
Plan Amendment for the relocation of the park west of its existing location. Determination for the location of the remaining 2 acres shall be provided at that time.


0
120
240
SCALE: 1"=240'
"F" ST
"A" ST
"B" ST
"C" ST
"D" ST
"E" ST
"G" ST.
"H" ST.
1 CT
2 CT
"A" STREET
"I" STREET
"B" STREET
"H" STREET
HARRY LORENZO AVENUE
PROPOSED RELOTTING OF R-15
PARK
PROPOSED RELOTTING OF NEIGHBORHOOD COMMERCIAL
LOT D
LOT E
LOT F
MPRA

LEGEND:

- PROPERTY LINE
- PROPOSED LOT LINE
- EXISTING LOT LINE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED ROAD CENTERLINE
- EXISTING ROAD CENTERLINE
- PROPOSED EDGE OF PAVEMENT
- EXISTING EDGE OF PAVEMENT
- EXISTING FENCE
- CONTOUR LINE – 2'
- PHASE LINE
- SITE BOUNDARY
- EXISTING DIRT ROAD
- FUTURE RIGHT-OF-WAY
- (5003) SUBDIVISION MAP NO. 5003





VICINITY MAP
–NTS–

GENERAL NOTES

OWNER / DEVELOPER:

CAL WEST INVESTORS
173 COURT STREET, SUITE D
WOODLAND, CA 95695
(530) 668-4056

OPTIMISTIC PARTNERS
1949 FIFTH STREET, SUITE 108
DAVIS, CA 95616
(530) 753-2629

CIVIL ENGINEER:

STEVE GREENFIELD RCE C50880
CUNNINGHAM ENGINEERING
2940 SPAFFORD STREET
DAVIS, CALIFORNIA 95618
(530) 758-2026

PARCEL NUMBERS and APN's:

PARCEL 1 OF DOC. 2012-0025469-00 (INCLUDES FUTURE RESIDENTIAL SOUTH OF PHASE 3):
APN: 041-070-051
PARCEL 1 OF PM 5003:
APN: 041-070-052

AREA:

33.89 ACRES

EXISTING ZONING:

SLSP-PZ-SF, SLSP-PZ-MF

PROPOSED ZONING:

SLSP-SF

EXISTING LAND USE:

MEDIUM-LOW DENSITY RESIDENTIAL, MEDIUM DENSITY RESIDENTIAL

PROPOSED LAND USE:

MEDIUM-LOW DENSITY RESIDENTIAL

FLOOD ZONE DESIGNATION:

ZONE "X"

DOMESTIC WATER, SANITARY SEWER AND DRAINAGE:

CITY OF WOODLAND

ELECTRICITY & GAS:

PG & E

CABLE TELEVISION:

CHARTER COMMUNICATIONS

NOTES:

1. THE STREET NAMES INDICATED ON THIS MAP WITH A LETTER DESIGNATION ARE FOR PLANNING PURPOSES ONLY. ACTUAL STREET NAMES TO BE APPROVED BY THE CITY OF WOODLAND. STREET NAMES NOT DESIGNATED WITH A LETTER ARE EXTENSIONS OF STREETS WITH APPROVED NAMES FROM ADJACENT FINAL MAPPED PROJECTS.
2. ALL EXISTING TREES TO BE REMOVED EXCEPT FOR 36" OAK TREE IN LOT "B" (SEE SHEET C02).
3. THIS TENTATIVE MAP CONFORMS WITH ALL REQUIREMENTS OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT.
4. THIS TENTATIVE MAP CONFORMS WITH ALL THE REQUIREMENTS OF THE CITY OF WOODLAND SUBDIVISION ORDINANCE.

PROJECT PHASING

- THE SUBDIVISION WILL BE FINAL MAPPED IN PHASES AS CONCEPTUALLY SHOWN HEREIN OR SUBSETS THEREOF AS DETERMINED TO BE SUBSTANTIALLY SIMILAR BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE CITY ENGINEER.

SECOND UNITS

- 10 % (18 UNITS) OF THE R-8 SINGLE FAMILY LOTS SHALL BE ALLOWED TO HAVE SECOND UNITS BY RIGHT ON A FIRST-COME, FIRST-SERVED BASIS, WITH SITE PLAN / DESIGN REVIEW. SUBSEQUENT LOTS WILL REQUIRE A USE PERMIT FOR SECOND UNIT INCLUSION.

LOT SIZES

- THE SINGLE FAMILY RESIDENTIAL LOTS HAVE BEEN SHOWN TO BE OF VARYING WIDTHS PER THE SPRING LAKE SPECIFIC PLAN. THE BUILDER RESERVES THE RIGHT OF LOT WIDTH MODIFICATION, SUBJECT TO THE APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR, AT THE FINAL MAP STAGE, BASED UPON SELECTION OF FLOOR PLANS AND MARKET DEMAND.

AFFORDABLE HOUSING UNITS

- R-8 AREA – AFFORDABLE HOUSING REQUIRED FOR THIS MAP IS 10% OF THE R-8 UNITS. 176 UNITS (PHASES 1, 2 & 3) x 10% = 18 UNITS.
- ALL AFFORDABLE UNITS SHOWN ON THIS MAP ARE INDICATED WITH "*".

LAND USE SUMMARY

USE	AREA (NET)	AREA (GROSS*)	# UNITS	DENSITY NET
R-8 (PHASE 1-3)	(27.51 AC.)	(28.94 AC.)	(176)	(6.40 du/ac)
PHASE 1	9.31 AC.	9.77 AC.	60	6.44 du/ac
PHASE 2	11.00 AC.	11.10 AC.	68	6.18 du/ac
PHASE 3	7.20 AC.	8.07 AC.	48	6.67 du/ac
LOT A	0.88 AC.			
LOT B	0.10 AC.			
TOTALS:	28.49 AC.	28.94 AC.	176	

*GROSS ACREAGE INCLUDES PREVIOUSLY DEDICATED HARRY LORENZO AVENUE RIGHT-OF-WAY.

LAND USE COMPARISON CHART

	EXISTING SPECIFIC PLAN			DENSITY PERMITTED	PROPOSED TENTATIVE SUBDIVISION MAP		
PHASE	USE	NET AREA	# UNITS	(BASED ON NET ACREAGE)	USE	NET AREA	# UNITS
PHASES 1/2/3	R-8	27.51 AC.	176	170 - 226 LOTS	R-8	27.51 AC.	176
LOT A (NORTH)	R-8	0.61 AC.			OPEN SPACE	0.61 AC.	0
LOT B	R-8	0.10 AC.			OPEN SPACE	0.10 AC.	0
LOT A (SOUTH)	R-15	0.27 AC.	4	4	OPEN SPACE	0.27 AC.	0
TOTALS:			180			28.49 AC.	176

INTERSECTION CURB RADII TABLE

INTERSECTION TYPE	MINIMUM RADIUS AT FACE OF CURB
LOCAL TO LOCAL	25'
LOCAL TO COLLECTOR	30'
COLLECTOR TO COLLECTOR	35'
COLLECTOR TO ARTERIAL	35'
ARTERIAL TO ARTERIAL	35'

SHEET INDEX

STREET & LOTTING PLAN	C01
GRADING AND DRAINAGE PLAN	C02
WATER & SEWER PLAN	C03
SECTIONS	C04
DETAILS	C05

SCALE: 1" = 100'

PUBLIC / QUASI PUBLIC LOT SUMMARY

LOT A	LOT TO BE DEDICATED TO CITY FOR HWY 113 BUFFER AND WALL/TREE MAINTENANCE ACCESS
LOT B	MINI-PARK
LOTS C-E	SUBDIVISION TRAIL CORRIDOR

DESIGNED BY SG/AB
DRAWN BY LE/AB
CHECKED BY SG
SCALE AS SHOWN

NO.	DATE	REVISIONS	BY	APPD.

CEQWEST.COM
Project Planning • Civil Engineering • Landscape Architecture
Davis Office •
2940 Spafford Street, Suite 200
Davis, CA 95618
(530) 750-2626
Sacramento Office •
2120 20th Street, Suite Three
Sacramento, CA 95818
(916) 135-2026
CUNNINGHAM ENGINEERING

SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
STREET AND LOTTING PLAN
CITY OF WOODLAND CALIFORNIA

SHEET C01 OF 5
DATE: 07/03/13
JOB NO: 905.40

S:\Jobs\905\905-40 Pre Jhadra\905-40 Revised TSM\SHEETS\905-40-C01 TITL.dwg C01 STREET AND LOTTING PLAN 7/03/2013 - 11:14AM Plotted by: jadra

City Response
10/10/14

June 10, 2014

Resident Demand for Positive Action In The Neighborhood of Springlake

To: Woodland City Council Members and City Staff

Re: Informational Memo on Springlake Resident Input for Current and Future Development in the Springlake Community of Woodland, California 95776

Date To Be Discussed: 7/15/14 City Council Meeting (during public comment time)

Authored By: Marissa Sirota (current Springlake Resident); with input from surrounding Springlake residents

I. Introduction

This memo is intended to inform the current city council members and city staff of Woodland, California of the concerns and expectations of current Springlake residents regarding current and future development of the Springlake community. It will contain the following sections: issues of concern (listed in order of urgency), a frequently asked questions section, followed by a section that lists expectations that residents have of city council members and proposed action plans to meet these expectations.

II. Issues of Concern (listed in order of urgency)

A. Preservation and Development of Parkland

i. Preserving Current Commercial Land That Will Become Parkland Soon

As residents we have been put on notice that what is currently zoned as commercial land within our neighborhood (3, 2-acre parcels) will become zoned as 'parkland' in the next couple of years if this commercial land is not developed for commercial use purposes. We have also become aware that a developer has informally approached the city council members with an informal proposal to pay $50,000 to go towards the preliminary planning of a second park in our neighborhood in exchange for city council allowing one of the 2-acre commercially zoned lots to become re-zoned for residential development by that particular developer. While we understand that no

formal decisions on this informal proposal have occurred we have some rather strong thoughts on this issue.

The residents of Springlake wish to preserve this commercial land in its current status because we know that very soon that commercial zoning status will expire and this land (3 parcels of 2-acres of land each) will then become preserved as parkland. It is our expectation that this be allowed to happen so that we can preserve and further develop the beauty and productiveness of our neighborhood land via our zoned parkland and other amenities.

ii. Building A Second Park In Springlake Within the Next 18 months

We would propose that if one of these 2-acre commercial parcels is to be offered to any developer for residential development that in exchange we ask that developer to **build a second park in Springlake on one of the current 4-acre parkland parcels, ready for use in the next 18 months**. We implore city council members to involve our community in these negotiation discussions and further **request that a majority vote of Springlake residents be established before any deal for re-zoning is approved**.

We as a neighborhood only have one park (Jack Slaven). While this is a nice park, it is highly congested by Springlake residents as well as residents of all of Woodland and visiting cities. While the residents of Springlake are happy to share their amenities and space with the rest of Woodland, we urge city council to understand that this park has limited space and that visitors often disrespect it by littering and even vandalizing it. We as Springlake residents pay a lot of extra tax money to maintain this park and clean up the messes of others. This is very disheartening and even angering at times. We also often cannot use the park due to high congestion. Simply put, **we need a second park** and we need all visitors of the park to be held accountable for their actions within our park.

In conclusion, we wish to maintain all currently zoned parkland and commercial land so that we can ensure that we have enough park space for the long-term development of our neighborhood. If this is not financially feasible, we would urge city council to work on behalf of residents and use their bargaining power to ensure that developers do their part to build a productive and sustainable neighborhood by building us a second park that would be ready for use in the next 18 months and by developing the neighborhood responsibly.

B. Building At Least One Neighborhood Elementary School, Ready For Use In The Next 2-3 Fiscal Years

We have been working on this issue for years now and the last I heard of the issue we were short around $10 million dollars. However, a recent walking census was

done of the neighborhood and residents would like to know, **what next steps are planned towards building a Springlake neighborhood elementary school**?

As many of you know, many of us Springlake residents have small children. When we bought into this neighborhood we did so based on the published plan that called for four neighborhood elementary schools. I have been informed that 2 of the 4 school zoned parcels have been sold off for residential development. I do not understand how this occurred without resident approval or involvement, but would like to ensure that it does not happen again. We want a school and deserve one as a community. Tafoya elementary (which most of us are assigned to) is highly crowded and is severely underperforming. We expect more action on this issue and want to know what steps are being taken toward building our neighborhood a school.

C. Current High Taxation Levels on Springlake Residents

Many of us are concerned that our L&L taxes are extremely high. We pay these higher L&L taxes to maintain Jack Slaven and Road 102 even though all of Woodland uses both. **Why are our L&L taxes disproportionately higher in comparison to other Woodland residents when all of Woodland uses Jack Slaven Park and Road 102?**

In general, we as residents of Springlake pay high local taxes. We want to know where our tax money is going when we only have one park, cannot even build one school, have no commercial development in our neighborhood, and cannot even get our neighborhood greenbelt system built completely.

D. Current Plans for Commercial Development

We as property owners were sold on the published plan, which called for four neighborhood centers. Each of these centers was to include a park, elementary school, and commercial vendor locations. The purpose (I believe) of having these centralized neighborhood centers was to create a close sense of community, walkability, and vibrant community with sustainable property values.

We have clearly deviated from that published plan and residents are very upset about this. Developers keep building houses, but are unwilling to build supporting amenities. I have already discussed the more urgent park and school issues. Another issue is that no commercial sites have been developed. City planners have informed me that the commercial fees are too high, yet we have not seen any action taken on this issue. I can vouch that a neighborhood coffee shop, daycare, and small office building would likely do very well here. I myself would love to have my office here in my neighborhood, but do not have that option because the city and developers are not taking steps to allow this to happen. My son has to go to daycare in Dixon because no decent daycare is nearby which is an absolute waste in my opinion.

III. Frequently Asked Questions (answers sought)

Please be prepared to provide answers to at least the following questions during the public comment session of the 7/15/14 city council meeting:

1. What are your thoughts on getting the developers to contribute to building Springlake a second park which will be ready for use in the next 18-months?

Response

Background and Future Construction of a Second Park

The Spring Lake Plan includes three neighborhood parks, eight acres each, and one Central Park, of four acres. Construction of the first park, Jack Slaven, was completed in 2010 for a total cost of $3.9 Million. The remaining designated park sites within Spring Lake are currently privately owned land.

At the time the Spring Lake Plan was originally developed there were multiple property owners. Rather than one development interest taking on the responsibility of funding and installing infrastructure and amenities, such as dedicating land for parks and schools, a developer based fee collection system was created to equitably share the financing cost burden that would be borne by all those developing in the Plan area. The result is a fee system that the City manages for the various Spring Lake developers. This system is called the Spring Lake Infrastructure Fee, or SLIF. The SLIF fees are collected at the time of building permit issuance and include a park fee component. As residential development occurs, park fees are paid and the fund becomes more able to pay for the ongoing Plan improvements.

SLIF fee amounts are based on type of development, whether residential or commercial and are required in addition to general City Development Impact Fees. A single family unit is assessed as 1 Dwelling Unit (DU) equivalent, while a multi-family unit is assessed at 0.66 DU equivalents. The Spring Lake Infrastructure Fee Costs as of January 1, 2014 are $40,440 per single family home and $26,689 per multi-family unit. In the Financing plan, commercial development was assessed at a higher rate in order to off-set the residential fee costs and currently is approximately $27 per square foot.

Developers, or those building in Spring Lake, pay SLIF fees at time of building permit issuance and includes a specific park fee component of $6,769 per single-family unit and $4,468 per multi-family unit (adjusted annually by CCI) to cover the acquisition and improvement costs for the parks in Spring Lake. Commercial development does not pay park fees.

In addition to collection of fees to fund the purchase, design and improvement of future parks, the Spring Lake Plan includes timing triggers for the construction of the three neighborhood parks. A July 22, 2002, Settlement Agreement with the

Sierra Club requires that timing be set for construction of neighborhood parks in SL at 1) 60% build out of each neighborhood, or 2) a park is to be constructed at the following Single Family Dwelling Unit Equivalent (DUE) building permit milestones: 650th, 1950th, and 3250th. (One SF = 1 DUE; One MF = .66 DUE). At this time the number of building permit DUEs issued in the Plan area is approximate 1,320. The Plan area is divided into 5 neighborhoods. Rough estimates show that Neighborhood C, south of Heritage Parkway, will be 52% built out with the construction of Lennar Homes.

With regard to the second Spring Lake Park, the City will start preliminary engineering and get an appraisal for the 2nd park site this fall with the ultimate goal of defining project costs for the purchase and improvement of the second park. After the City has determined estimated costs, we will better be able to determine the affordability of park size (8 acres or 10 acres) and the timing of construction, based on the Park Fund cash flow. The master Spring Lake agreements require that each developer pay an incremental fee at building permit towards park construction costs (see previous discussion). The City has already provided approval through Development Agreements for the construction of homes consistent with these agreements. The City cannot change these agreements unless the development interests request modifications.

Two Acre Neighborhood Commercial Sites

The Spring Lake Plan includes three, two-acre neighborhood commercial (NC) sites within the Plan area located adjacent to each of the planned eight-acre neighborhood park sites. Similar to the park sites, these commercial lands are currently privately owned.

Section 2.0 of the Spring Lake Specific Plan contains provisions pertaining to the two-acre neighborhood commercial sites. Specifically, Section 2.43.1(e) states:

Land designated neighborhood commercial in this Specific Plan shall remain as such unless it remains undeveloped by Plan build out (2015), at which time, if demonstrated to be infeasible as zoned it may be rezoned for park use only.

The overall intent of section 2.43.1(e) is understood, however, the City has a concern with regard to the practical implementation of (2.43.1 (e)) as follows:

- Each of the two acre commercial sites as well as the four acre central commercial site is privately owned. The statement does not specify who would acquire and improve the possible two-acre park sites. It is unknown whether the SLIF fee system will have adequate funds remaining at build-out to purchase and improve the 2-acre sites.
- The two-acre park sites were not included in the Landscape and Lighting District (LLD). It is not clear how the cost for maintenance of the additional park land would be accommodated without either increasing LLD costs or reducing maintenance in other areas.

- At the time this Plan was written (2000), the economy was heating up and building was expected to occur at a very rapid pace. It was thought that the Spring Lake Plan would be fully built out by 2015 and that efforts would have begun on the future Master Plan Remainder area located to the southeast of the Plan area. However, build-out will clearly not occur by the year 2015.

To address these fairly significant questions to Section 2.43.1 (e), the City proposes to modify the Plan language to more clearly identify expectations as to when and how the two-acre NC sites may be repurposed. Any rezone or plan change request requires both Planning Commission and City Council review at public hearings after public notification. All previously approved modifications to the plan were publicly noticed, including notices provided to identified neighborhood representatives and interested parties. The City will continue this practice.

The City has received rezone applications from owners of two of the NC sites requesting that their property be re-designated to single family residential. One site is located north of Farmer's Central Road/west of Harry Lorenzo Avenue and the second site is located south of Heritage Parkway.

Negotiations with the development interests who wish to rezone the two acre Neighborhood Commercial land adjacent to the eight acre park sites have been initiated. The City met with the owners of the property located to the south, adjacent to the future planned school site, and discussed the option of converting the two acres to park prior to the build out of Spring Lake so that it could be planned and potentially constructed with the adjacent eight acre park.

a. Does the city have any reserved funds (prior developer fees, resident taxes, etc.) that can aid in the second park site development and implementation?

Response

The current balance of the SL Park SLIF fee fund is approximately $1,500,000. Based on current projected new home development in the Plan area, it is anticipated that the fund will have a sufficient balance to acquire, design, and complete construction of the next eight-acre (8 ac), Neighborhood Park by 2018.

2. What plans do the city and school district have to move Springlake towards building a neighborhood elementary school in the next 2 – 3 years?

Cities, Counties and School Districts are separate legal entities. SB 50 (1998) established allowable developer fees and prohibits school districts, cities and counties from imposing any additional school impact mitigation fees or other requirements. The Woodland Joint Unified School District establishes its own

school impact fees which are paid directly by the developer to the District. These fees are governed by Government Code Section 65995(b)(3) which limits the amount a district can charge new development for construction of school facilities. The current balance of developer fees for a Spring Lake School is **$10,834,412** (9/26/14).

The District estimates that a full elementary campus will cost approximately $20 Million to construct. Reasonable projections for build out of Spring Lake assume an average of 125 units per year. If the project is funded solely with impact fees, full project funding will not be generated for another 10 years. Phasing the construction of the school site could establish a school sooner, but would likely result in higher costs for the ultimate project.

While the city is very interested in assisting and facilitating the construction of a new school, ultimately the timing and advancement of a school is a School District decision.

A proposed action could be to establish a focused group consisting of residents, developers, city and school district representatives to evaluate issues and develop a plan to advance the planning and construction of the elementary school on earliest feasible timeframe. The Committee could also provide input on the planning/design for the adjoining park site with a goal of planning both sites concurrently to maximize shared use opportunities and ensure greatest opportunity for costs savings.

3. What plans are there is response to the walking census performed by the school district?

Response

A Board report from March 22, 2014 is attached. The District suggests that a focused group be convened consisting residents, city, and district representatives to develop a plan to advance the construction of the school.

4. Why are our L&L taxes disproportionately higher in comparison to other Woodland residents when all of Woodland uses Jack Slaven Park and Road 102?

Response

The short answer to this question is timing, location and level of amenities. Spring Lake is the newest development within the City, and as such, cost for infrastructure and other amenities is higher than it was more than 15 years ago when the Southeast Area master plan was built. Spring Lake required a significant amount of new and costly infrastructure (sewer, water, roads, etc.) to be built necessary to serve this previously undeveloped part of the community. In addition Spring Lake

was designed with high level of amenities not found in other than in other parts of the City.

The Landscape and Lighting district pays for the maintenance and upkeep of most of the amenities within the Spring Lake Specific Plan Area including landscaping, street lights, trees, traffic signals, signs, sound-walls, greenbelts, as well as parks.

The City's General Plan has a policy (Policy 4.B.1) that requires all new development to pay for its fair share of the cost of providing new public services and /or the costs of upgrading of all existing facilities it uses. Enacted in 1982, post Proposition 13, Mello Roos Community Facilities Districts (CFDs) and Maintenance Districts are used to finance public improvements and services when no other sources of funds are available.

Park lands and trails/greenbelts are generally publically owned and therefore available to use by all residents. The City is not able to assess additional fees over existing developed properties without a vote of the registered voters within the affected area. The City did attempt to seek approval of a citywide landscape and lighting maintenance district which did not pass. That said, any new development must show the ability to pay for itself without burdening the general city. It is likely however, as additional parks are developed in Spring Lake that the impact to Jack Slaven will be eased. The development and improvement of parks in other areas of the City will also have this affect.

5. In general, we as residents of Springlake pay high local taxes. We want to know where our tax money is going when we only have one park, cannot even build one school, have no commercial development in our neighborhood, and cannot even get our neighborhood greenbelt system completed?

Response

Spring Lake Taxes, Assessments, and Fees

The properties in Spring Lake are subject to the following supplemental assessments related to the infrastructure amenities required to serve the neighborhood:

Spring Lake CDF (CFD2004-1)– This annual assessment is used to pay debt services on bonds that were issued to build infrastructure in Spring Lake (see additional discussion below).

Spring Lake Landscape and Lighting District – This assessment pays for the annual cost of maintaining the amenities with in the Spring Lake District, including park and greenbelt landscaping and irrigation, tree maintenance, operation and maintenance of street lights and traffic signals, and maintenance of sound walls.

Spring Lake Maintenance CFD – This assessment contributes toward annual maintenance of the Community Sports Park facility.

Spring Lake Fire Suppression District – This assessment, which was required to be included in Spring Lake by the County during the annexation process, is used to contribute toward funding for the Springlake Fire Protection District, which provides fire services to areas outside the City limits.

Spring Lake CFD (CFD 2004-1). This annual assessment is used to pay annual debt payments on Mello Roos bonds that were issued to build infrastructure in Spring Lake. These bonds provided money to construct roads, wells, storm drains and sewer infrastructure for the first release of Spring Lake. The bonds did not cover the total cost of the infrastructure, nor do they pay for park construction. The infrastructure costs for the first release of development in Spring Lake was approximately $67 million of which $40 million was paid with up-front cash by the development community with the remaining $27 million funded with bond financing.

In addition to Mello Roos as a method for financing major infrastructure improvements, additional fees (SLIF) are collected at the time of building permit issuance that are used to fund other necessary capital improvements within the plan area. The developer based fee collection system was created to equitably share the financing cost burden that would be borne by all those who develop in the Plan Area. SLIF fees are based on type of development, residential or commercial as example. A single family unit is assessed as 1 Dwelling Unit (DU) equivalent, while a multi-family unit is assessed at 0.66 DU equivalents. Commercial development is assessed at a higher rate in order to off-set the residential fee costs and is approximately $27 per square foot of building area.

The result is a fee system that the City manages for the development community called the Spring Lake Infrastructure Fee, or SLIF. These are costs that are borne and shared for more localized development needs including collector roads, sound-walls, drainage as well as parks that are all a part of the Spring Lake Capital Improvement Program.

Spring Lake School Construction
(See response under Section III.2)

Spring Lake Commercial Development
The commercial sites have not developed due to a combination of factors, including market conditions/economy, lack of financing, cost of new construction, the high development fee (SLIF) burden, and limited market area (population/location) in Spring Lake. As Spring Lake residential development builds out, more population base will increase the potential viability of commercial uses. However, it is unlikely that all of the commercial sites will be viable even at build out of the Plan, due to the variety of factors constraining them. Commercial fees for the 2 acre site would be approximately two times the fees required if the site was developed as residential

(approximately $800,000 vs. $400,000). These fees, in addition to other costs to improve and develop a site can be very high. The development community would then weigh these costs against the likelihood that a small internal commercial site would be successful in capturing an adequate market share to result in a net positive return. The 2 acre commercial sites have not developed due to a combination of the high fee burden, cost of new construction, lack of financing, and limited market area to serve in Spring Lake.

Spring Lake Greenbelts / Parks

Completion of the Spring Lake greenbelts and parks network will occur as residential develop areas of the plan build out. Greenbelts are constructed by the developers of residential subareas as they install the roadway and other infrastructure as part of their subdivision improvements. See discussion under Section III.1 related to timing of park construction.

IV. Resident Expectations and Proposed Action Plan To Meet Stated Expectations

1. We expect a second park to be built on a current 4-acre parkland parcel and ready for use within Springlake in the next 18 months.

We believe with proper collaboration between residents, the city, and developers that we can find the funding and motivation to get a second park built in Springlake which can be ready for use in 18-months from now. We believe it would be proper to put together a committee composed of city council member(s), developer representatives, city planner(s), and Springlake residents with a goal of funding, planning, and implementing the development of a second park in Springlake that would be ready for use in the next 18 months.

Response

As part of the Fiscal Year 14/15 budget, the city Council allocated $100,000 of park SLIF funding to begin preliminary design and predevelopment efforts for the 2nd neighborhood park in Spring Lake. The city is initiating the appraisal of the land designated for an 8 acre park (N-3) north of the elementary school site on Miekle Drive. The appraisal will be presented to the City Council upon completion this fall and direction to proceed with acquisition of the 8 acres will be made at that time. Staff has also had initial conversations with the owner of the 2 acre commercial site adjacent to the park about the possibility of selling the site to the city with the 8 acres to allow the park site to be increased. Options for incorporating the commercial site with the park will be presented to the City Council at the time the appraisal results and direction to proceed with acquisition are made. A neighborhood meeting will be held to solicit resident input prior to any Planning Commission or City Council discussion on the park options.

2. We expect a plan to build a Springlake neighborhood elementary school, ready for use in the next 2-3 years, to be published in the next 12-months.

Developers need to be brought to the table on this issue in a serious way. Just like the park, if they build a school not only is it good public relations, but it is also good for their development business because the more attractive an area is with good schools and supporting amenities the more they can build and sell.

Response

The City has and will continue to work with the School District and development interests to facilitate to the extent possible development of a school in Spring Lake.

Proposed Actions include:

1. Work with the District to assess existing and projected student generation rates for Spring Lake.
2. Establish an action team consisting of residents, developers, city and school district representatives to evaluate issues and develop a plan to advance the planning and construction of the elementary school on the earliest feasible time frame. This committee could also provide input on the planning and design for the adjoining park site with the goal of planning both sites concurrently.

3. We expect the city to preserve all commercial zoning so that those parcels can become parkland if not used for commercial purposes soon.

I discussed this earlier, and there may be some flexibility on this position, but the city must involve resident input before any decisions are made and they must include resident representation in the negotiations.

We also urge the city to re-evaluate current fees for commercial businesses who would be interested in opening up shop in our neighborhood. Building at least some commercial space may be a huge tax and commerce benefit to our neighborhood and Woodland in general.

Response

With regard to the proposed rezoning of the two acre neighborhood commercial sites the City will propose the following:

1. Evaluate the existing language of Section 2.43.1(e) in order to develop more specific criteria and findings related to re-zoning of the neighborhood commercial sites.

2. Work with the development community to continue to preserve some potentially viable commercially zoned land that would serve the neighborhood while also evaluating the possible options for the three neighborhood commercial sites. Possible approaches could include::
    a. Retaining the commercial designation on the 2 acre site adjacent to Jack Slaven.
    b. Process the application for the northwest neighborhood (Cal West) to rezone commercial to residential (R-8) as it will involve relocation of the park to a more favored location/configuration and that it will provide improved access to future greenbelt improvements. This park site also abuts the remainder area to the south and the potential exists to expand the park by even more than 2-acres when the Remainder Area is developed.
    c. Consider prior to processing the application pending for the 2-acre commercial site on Miekle adjacent to the future school site, the potential to integrate it into the adjacent park site. Work with the developers and residents to develop a mutually agreeable approach that will advance construction of the park in the earliest timeframe within the financing capabilities of the park SLIF revenue.
    d. Re-evaluate the commercial SLIF fees and the impact to the SLIF program and development viability if commercial fees are reduced.

4. We expect the city to either lower our L&L taxes or build us more amenities with the taxes currently being paid.

We believe the city should either spread the cost of maintaining Road 102 and Jack Slaven among all Woodland city residents whom use these amenities or re-allocate a percentage of our current L&L taxes to build our neighborhood a second park. We believe this in combination with negotiations with developers could lead to a viable solution to our need for a second neighborhood park.

Response

1. See Discussion of L&L assessment fees under Section II.C.
2. L&L assessment funding is restricted to maintenance of improvements in Spring Lake. The SLIF fee program will generate sufficient funding to acquire and construct remaining park facilities in Spring Lake. Timing of construction is dependent on rate of build out of residential development in the Plan area.
3. That the City present these materials at a future meeting and discuss strategies to minimize future rate increases (retrofit to replace high water

use landscaping, ensure future improvements are lower maintenance water, energy, etc…)

V. Conclusion

As you are aware, more residential building is occurring as I write this and we still have no school and only have one park. This city and the developers seem to have taken the approach of building houses now and amenities later. But I urge you to realize that this is short-term thinking. People will buy and stay where the amenities like great parks, great schools, and productive commerce exists. **I urge you to think long-term and manage development with a long-term, sustainable neighborhood in mind.** I urge you to use your influence to build us a school and other amenities now.

This neighborhood has vast potential for both the residents of Springlake and the city of Woodland. We implore city council to manage development in a responsible manner and to push developers to invest in and build a beautiful and walk able neighborhood similar to the plan that the city published. We as property owners bought into this neighborhood based on those published plans and expect city council members to hold developers accountable to those published plans and agreements because we as residents will certainly hold city council members equally accountable.

Thank you.

December 8th, 2014

To: City of Woodland (Planning Commission):

Regarding the public hearing scheduled for December 18th, 2014:

I am writing to express my concern regarding the developers' request to rezone the 2-acre Cal West commercial site (for residential housing) within Spring Lake. Although this particular site is located in a currently-undeveloped area, I'm very concerned that any planning commission recommendation to approve such a change to the Spring Lake Specific Plan (the plan) will create a dangerous precedent regarding other commercial sites within Spring Lake (especially the commercial sites that are closer to existing housing). The plan currently only allows such sites to be rezoned as parkland, if commercial development does not occur. (See attached page from the plan.) Any change to that plan should be carefully weighed to determine if it would benefit our neighborhood and city. Loss of commercial sites to housing does not accomplish either of these goals.

I recall that there was also an earlier request to rezone the 2-acre site at Miekle/Centennial for housing (which has not been decided). Fortunately, I understand that the city is currently having this site appraised, to determine if it should be purchased and included in the surrounding parksite. I strongly support and appreciate these efforts. Please note that an elementary school will be built on the adjacent site, presenting opportunities to create a cohesive/integrated plan to benefit students and the public. Please don't allow any precedents which could endanger these efforts.

Also, please do not make or allow any plans to proceed for an 8-acre site (especially at Miekle/Centennial). There is no sense in having to redo those plans, if the park encompasses the 2-acre site, as well.

The attempt to rezone the 2-acre Cal West commercial site for residential development represents a "piecemeal" change to the plan, which would establish a precedent that endangers efforts to preserve the site at Miekle and Centennial as parkland. Although there are different developers within Spring Lake, there is only one plan. Ensuring that piecemeal changes are not allowed may encourage developers to work together and share responsibility for adhering to the plan.

Although my primary interest is to preserve the 2-acre commercial site at Miekle and Centennial as parkland, I have also not seen any analysis or other documentation provided by the developers to show that commercial development is not viable at the Cal West site.

Sincerely,

Ronald Oertel
Spring Lake Resident
Woodland, California

departure from the Spring Lake Specific Plan (SLSP) than other site changes. A key land use component of the SLSP is the development of distinct neighborhoods, each with a defined activity/focal point, generally consisting of an 8-acre park, 10 acre-elementary school and a 2-acre commercial use. Originally, the commercial areas were intended to provide space for public activity and convenient access to daily services, similar to a city square in traditional communities. The parks will continue to act as neighborhood focal points, but would be less likely to attract residents from more distant neighborhoods without commercial uses. A specific issue for the City to consider is what effect the absence of commercial uses will have on the functionality and "sense of place" intended with these commercial nodes, particularly around the Village Center within the Spring Central Project This was originally envisioned as the social and commercial "center" of the neighborhood with the intention of creating an vibrant, active place anchored by a small grocery store, cafe, and other daily service related uses. This activity center was complemented by the adjacent community park area. The other two-acre neighborhood commercial sites adjacent to the parks were intended to function as smaller neighborhood service commercial nodes with office uses and possibly residential unit(s) above with the goal of serving the routine daily needs of nearby residents.

Since the plan was approve, much has changed in the local, regional, and global economy that has significantly affected the viability of these smaller commercial sites. Since approval of the Spring Lake Specific Plan, several surrounding commercial areas have been developed, including the Bel-Air Supermarket Center, the Gateway Commercial Center with Costco and Target, and recently the Wal-Mart Neighborhood store in the County Fair Mall. Customers from Spring Lake, as well as elsewhere in Woodland or surrounding communities are more likely to visit the larger commercial centers located nearby due to the large variety of products and services. Internet commerce has also significantly changed, and will continue to shape how business in conducted - particularly with how products and services are delivered in the retailing, banking, and other consumer based industries. As a result, the Spring Lake area may lack a sufficient population density to support additional commercial uses and, therefore may no longer be viable as originally envisioned.

One additional issue related to the viability of the commercial sites is the underlying financing of the Spring Lake Plan. When the SLMP financing plan was developed, commercial uses were assumed to be very desirable for development. To mitigate fee impacts to residential uses, higher fees were applied to commercially zoned land. This along with other economic issues discussed above, makes the small neighborhood serving commercial uses difficult to develop at this time. Rather than having the possibility of long term underutilized or vacant commercial land in Spring Lake, the Planning Commission is being asked to consider the possibility of allowing residential development in-lieu of commercial development on the neighborhood commercial sites.

To re-designate the Neighborhood Commercial area to another designation other than parkland would require the City to amendment the Spring Lake Specific Plan Policy 2.43.1 (e):

> ***Land designated neighborhood commercial in this Specific Plan shall remain as such unless it remains undeveloped by Plan build-out (2015), at which time, if demonstrated to be infeasible as zoned, it may be rezoned for park use only.***

An assessment of this option may be considered and would need carefully evaluation of land and development costs for the added parks as well as the on-going maintenance and operational costs of these amenities. Maintenance for any new park areas would be added to the SL Landscape and Lighting District paid for by the residents of Spring Lake.

It is recommended that the SLSP amendment consider:

City of Woodland

COMMUNITY DEVELOPMENT DEPARTMENT
(530) 661-5820

300 FIRST STREET
(530) 406-0832 FAX

WOODLAND, CA 95695
http://www.cityofwoodland.org

FORM TO EXPRESS OPPOSITION OR SUPPORT

Project Name: Spring Lake Specific Plan - Cal West Project
Project Address: Northwest corner of Famer's Central and Harry Lorenzo
Planner: Cindy Norris, Principal Planner
Hearing Date: Dec. 18, 2014 ■ Oppose ☐ Support

Today's Date: Dec. 09, 2014
Name: Brian Coward
Address Miekle Ave, Woodland, Ca
Phone Number: (916) 617-4673

Comments: I am writing in response to the 'Notice of Continuation of Public Hearing' proposal of rezoning by Cal West Investors, LLC and Optimistic Partners, LLC to the Spring Lake Specific Plan (SLSP). I am concerned with the loss of planned Neighborhood Commercial development in our neighborhood that would provide our community with retail and small office development or Park/Open Space.

The plan submitted by the developers gives the illusion that Park Lands (Open Space) will increase slightly (0.06 acres), under the proposed rezoning. In actuality, if this plan is approved, our community would lose almost two acres of Park/Open Space. In the developer's proposal, the two acre commercial site would be rezoned to residential R-8, and our community would lose two acres of land that were meant to revert to Park/Open Space if undeveloped by 2015 as specified in the SLSP. I strongly oppose rezoning of Neighborhood Commercial into residential zoning in lieu of . Park/Open Space. (see page 2, attached)

Please mail comments to:
City of Woodland
Planning Development Dept
520 Court St
Woodland CA 95695

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Today's Date: Dec. 09, 2014
Name: Brian Coward
Address Miekle Ave, Woodland, Ca
Phone Number: (916) 617-4673

Comments: page 2: There are requirements within the SLSP (Section 9-4) that amendments to the original plan must include but are not limited to the following: 1. A statement of consistency with the General Plan policies and land use designations. 2. A statement of consistency with the Specific Plan. 3. Analysis as required by the California Environmental Quality Act (CEQA). 4. Identification of any required modifications of the public infrastructure improvements which are not currently mandated by the Specific Plan; i.e. description, location, timing, funding source, and method, etc. The above items were not addressed within the public hearing notice. How were these requirements for an amendment to the SLSP met?

The SLSP was designed with the intention of making Spring Lake a desirable place to live with neighborhood schools, neighborhood commercial, parks, green belts, and mixed housing types within reasonable walking distance. In the last

See page 3, attached

Please mail comments to:
City of Woodland
Planning Development Dept
520 Court St
Woodland CA 95695

City of Woodland

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Today's Date: Dec. 09, 2014
Name: Brian Coward
Address Miekle Ave, Woodland, Ca
Phone Number: (916) 617-4673

Comments: page 3: five years, we've seen zero neighborhood commercial development, the loss of a neighborhood school site, and parks and open space dissolve into a sea of houses. We moved to Spring Lake with the promise of a walkable, livable community with neighborhood amenities as laid out in the SLSP, and put our trust in our City Officials and Planners that this would come to fruition. Please ensure that developers build our community within the parameters of SLSP as originally designed. Don't let our neighborhood commercial be rezoned for housing instead of Parks/Open Spaces.

Please mail comments to:
City of Woodland
Planning Development Dept
520 Court St
Woodland CA 95695

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Erika Bumgardner

From: Dana Anglin <Dana.Anglin@wjusd.org>
Sent: Thursday, December 11, 2014 12:40 PM
To: Erika Bumgardner
Subject: Loss of potential park site at Miekle/Centennial

To Whom It May Concern:

My name is Dana Anglin and I am writing to voice my concern about the potential loss of the Miekle/Centennial park site. I moved to the area last year and chose my home location (2007 Celebration Way, 95776) because it was so close to the proposed Miekle/Centennial park/elementary site. It was our hope that this park would be completed so that our family (Dana-44 years, Lisa-43 years old, Jackson-10 years old, Cooper-3 years old, Bodey-canine-4 years old) could it enjoy for many years to come. I would like it to be known that we are firmly against the site being rezoned for more homes! Furthermore, I'm against the city allowing for any other rezoning of currently proposed park areas to home development.

I will be unable to attend the December 18th planning commission meeting, therefore I would appreciate if you could share our concerns with the powers that be. :O) Thank you for your time and consideration. Happy Holidayz!

Warm regards,

Dana Anglin
Pioneer High School
Physical Education Teacher
Varsity Volleyball Coach
916-595-2999