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, April 16, 2015 | **6:30 PM** | **Council Chambers**

A. Call to Order

B. Roll Call

C. Approval of Minutes

14-697 SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of April 2, 2015.

Attachments: 4_2_15 Draft Meeting Minutes.pdf

D. Directors Report

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

E. Public Comment

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

F. Communications

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

G. Subcommittee Reports

H. Public Hearing

14-664 National Indoor Training Facility Conditional Use Permit. Request for consideration of a Conditional Use Permit for an indoor sports training facility located at 1233 Commerce Avenue, Suite A, in the East Street Corridor Specific Plan Area. The facility will consist of five batting cages, two pitching areas and a 90ft x 90ft turf field. The facility will provide training for members, but will also be open to the public on a reservation basis.

Location: 1233 Commerce Ave, Suite A

Applicant/Owner: National Indoor Training Facility, LLC

Environmental Report: Categorical Exemption - Class 1 Existing Facilities

APN: 063-101-014-000

Project Planner: Erika Bumgardner, Associate Planner
James Beggs, Planning Intern

Staff Recommendation: Recommend Planning Commission Approval with Conditions

Attachments: 1. Planning Commission Resolution; EX -A COA & EX -B Project Site Plan

2. General Application Form and Project Justification Statement

14-689 1216 East Beamer Multi-Use Development Conditional Use Permit (PLNG 14-00084). A request to approve a Conditional Use Permit, Site Plan, and Design Review, to permit a multi-use development project including two live-work buildings, approximately 1,200 square feet each, and two 1,000 square foot service commercial shops, in which major auto repair may be an allowed use, at 1216 East Beamer Street in the East Street Corridor Specific Plan - Zone F.

Location: 1216 East Beamer Street

Applicant/Owner: Robert Lopez

Environmental Report: Categorical Exemption (Class 32 - In-Fill Development)

APN: 063-090-035-000

Project Planner: Erika Bumgardner, Senior Planner
James Beggs, Planning Intern

Staff Recommendation: Recommend Planning Commission Approval with Conditions

Attachments: 1. Planning Commission Resolution

2. General Application

14-632 Cal West Tentative Subdivision Map #5075, Spring Lake Specific Plan Area (PLNG 15-00018) - Request by Cal West Investors, LLC and Optimistic Partners, LLC, to approve a new Tentative Subdivision Map (TSM #5075) for 225, R-8, single family lots, and amendments to the

Development Agreement for 44.97 acres of the Cal West project site located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue, within the Spring Lake Specific Plan Area.
Location: The subject property is located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue. The property extends west along the Farmer's Central Road alignment, west of Harry Lorenzo Avenue, to State Highway 113 (SR 113).
Applicant/Owner: Cal West Investors, LLC and Optimistic Partners, LLC
Environmental Report: The project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR, including Addendum #11 pertaining to the rezoning of portions of the Cal West project site, approved February 3, 2015.

APN: 041-070-051, 041-070-054 & 041-070-055

Project Planner: Erika Bumgardner, Senior Planner

Staff Recommendation: Recommend City Council Approval with Conditions

Attachments: ATT 1_ Planning Commission Resolution
ATT 2 (Ex 2 to ATT 1) Tentative Subdivision Map No. 5075.pdf
ATT 3_City Council Ordinance
ATT 4 (Ex 1 to ATT 3) Second Amendment to the Development Agreement
ATT 5_(Ex C)_Conditions of Approval TSM 5075
ATT 6 General Application + Justification Statement.pdf
ATT 7_2013 Amended and Restated DA + MOA.pdf
ATT 8 2015 First Amendment DA.pdf
ATT 9_Arborist Report 2011.pdf

14-549 Spring Lake Specific Plan - Spring Lake Central Project (PLNG 14-00090): A request to amend the General Plan, Spring Lake Specific Plan, and Development Agreement and to approve Tentative Subdivision Map (TSM #5027) for 105.7 acres of the Spring Lake Central Project within the Spring Lake Specific Plan area.

The proposal will include:

1) Amending the General Plan Land Use Plan to increase Low Density Residential (3.0 - 8.0 du/ac) acreage from 27.1 to 53.4 acres; reduce Medium Low Residential (5 - 12 du/ac) acreage from 43.2 to 23.1 acres, eliminate 9.0 acres of Medium Density Residential (8 - 15 du/ac); and increase High Density Residential (15 - 25 du/ac) acreage from 7.6 to 9.3 acres;

2) amending the Spring Lake Specific Plan land use designations to add 33.3 acres of residential R-4 (3-4 du/ac); decrease residential R-5 acreage (4-5 du/ac) from 26.4 to 20.1 acres; decrease R-8 acreage (6-8 du/ac) from 43 to 23.1 acres; eliminate 9.3 acres of the multiple family residential R-15 (10-15 du/ac); eliminate 7.6 acres of the multiple family residential R-20 (16-20du/ac); and add 9.3 acres of the multiple family R-25 acreage (23-25 du/ac);

3) Reconfiguring the Spring Lake Village Center by relocating the park site, fire station and the commercial site and adding 8.3 acres of multi-family (R-25) directly adjacent to the Village Center. The reconfiguration also includes removing the northern portion of Heritage Parkway.

Location The subject property is located north of Heritage Parkway, east of Harry Lorenzo Avenue, and approximately 850' southeast of the intersection of Farmers Central Road and Pioneer Avenue.

Applicant/Owner Woodland Spring Lake Partnership, L.P., 940 Emmett Avenue, Suite 200, Belmont CA 94002

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

APN 042-580-008, 037, 038, 040, 041, 043, 044, and 049

Project Planner Cindy Norris, Principal Planner

Report For Planning Commission Hearing April 16, 2015

Staff Recommendation Recommend City Council Approval with Conditions

Attachments: ATT 1 Planning Commission Resolution for Spring Lake Central.pdf
ATT 2 (CEQA EIR Addendum) Exhibit A to PC Reso 4.9.15 - .pdf
ATT 3 - Exhibit B -General Plan Land Use Exhibit.pdf
ATT 4 - Exhibit C - Spring Lake Plan Amendments.pdf
ATT 5 TSM No 5027 (Exhibit D to PC Reso).pdf
ATT 6 CC Ord for First Amendment (Exhibit E to PC Reso).pdf
ATT 7 2007 Development Agreement (Exhibit 1 to the CC Ord).pdf
ATT 8 First Amendment to the DA (Exhibit 2 to the CC Ord).pdf
ATT 9 (Finding & Conditions of Approval). Exhibit C to the First Amendment. No
ATT 10 - EXHIBIT I Spring Lake Fees (to First Amendment to DA)(2) .pdf
ATT 11 - Applicaton and Justification Statement.pdf
ATTACHMENT 12 (DUE Chart) - .pdf

I. New Business

14-694 SUBJECT: Informational Report Concerning the Release of the General Plan Update 2035, Development Scenarios Report
DATE: April 16, 2015

RECOMMENDATION:
Staff recommends that the Planning Commission receive the General Plan Development Scenarios Report

J. Old Business

14-707 SUBJECT: Review of Planning Commission Subcommittees
DATE: April 16, 2015

RECOMMENDATION:
Staff recommends that the Planning Commission: Review the Planning Commission Subcommittee List and select among current membership for appointment.

Attachments: Subcommittee List

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.

City of Woodland

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300 First Street
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Legislation Details (With Text)

File #:	14-697	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	4/8/2015			**In control:**	Planning Commission
On agenda:	4/16/2015			**Final action:**	
Title:	SUBJECT: Planning Commission Minutes RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of April 2, 2015.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	4_2_15 Draft Meeting Minutes.pdf				

Date	Ver.	Action By	Action	Result

Planning Commission Minutes

TO: Members of the Woodland Planning Commission

DATE: April 16, 2015
SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of April 2, 2015.

STAFF CONTACT: Debbie Flemmer, Administrative Clerk, Community Development Department

ATTACHMENT:
April 2, 2015 Meeting Minutes

City of Woodland

Meeting Minutes - Draft
Planning Commission

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

530-661-5820

Thursday, April 2, 2015 | **6:30 PM** | **Council Chambers**

A. Call to Order

Meeting was called to order at 7:10 pm
Staff Present:
Ken Hiatt, Director
Cindy Norris, Principal Planner
Erika Bumgardner, Senior Planner
James Beggs, Planning Intern

NOTE: [The meeting was delayed due to technical difficulties with recording. The first portion of the meeting is audio recorded only with the balance recorded on video.]

B. Roll Call

Present 6:
Commissioner Steve Harris, Commissioner Chris Holt, Commissioner Marco Lizarraga, Commissioner Fred Lopez, Commissioner Elodia Ortega-Lampkin and Commissioner Kirby Wells

Absent 1:
Commissioner John Murphy

14-670 SUBJECT: Election of Officers for Chair and Vice-Chair of the Planning Commission

Attachments: City of Woodland Planning Commission Rules and Regulations

Nominations for Chair on the Planning Commission were made; Commissioner Lizarraga for Commissioner Holt; Commissioner Lopez for Commissioner Wells and Commissioner Harris for Commissioner Lopez. A vote was taken in the order of nomination.

For Commissioner Holt:
Ayes: Commissioners Lizarraga, Ortega-Lampkin and Holt
For Commissioner Wells
Ayes: Commissioners Lopez, Harris and Wells
For Commissioner Lopez
Ayes: No more votes remain

The vote was taken and failed due to a (3) (3) split

A second vote was taken:
For Commissioner Holt
Ayes: Commissioners Lizarraga, Ortega-Lampkin and Holt
For Commissioner Wells

Ayes: Commissioners Lopez, Harris and Wells
For Commissioner Lopez
Ayes: No more votes remain

The vote was taken and failed due to a (3) (3) split

A third vote was taken and Commissioner Wells was elected to Chair of Planning Commission by a 6-0 vote in favor.
Ayes: Commissioners Holt, Ortega-Lampkin, Harris, Lopez, Wells and Lizarraga

Chairman Wells called for nominations for Vice Chair of the Planning Commission. Commissioner Lizarraga nominated Commissioner Holt and Chairman Wells nominated Commissioner Lopez. Commissioner Holt was elected to Vice Chairman by a 4-2 vote.
Ayes cast for Commissioner Holt : Commissioners Lizarraga, Ortega-Lampkin, Holt and Chairman Wells
Ayes cast for Commissioner Lopez: Commissioners Harris and Lopez

C. Approval of Minutes

14-672 SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of March 19, 2015.

Attachments: 3_19_15 Draft Meeting Minutes.pdf

The Planning Commission requested that the minutes for February 19, 2015 and March 19, 2015 be brought back for review and action on the April 16, 2015 agenda. They requested verification of the action taken regarding the December 18, 2014 minutes.

NOTE: [Per the City Attorney; actions taken at the March 19, 2015 Planning Commission Meeting were valid, as there was a quorum of Commissioners present at that meeting]

D. Directors Report

E. Public Comment

F. Communications

G. Subcommittee Reports

H. Public Hearing

14-673 [CONTINUED TO APRIL 16, 2015 PLANNING COMMISSION MEETING]
Spring Lake Specific Plan - Spring Lake Central Project (PLNG 14-00090): Request to amend the General Plan, Spring Lake Specific

Plan, Development Agreement and approve Tentative Subdivision Map (TSM #5027) for 105.7 acres of the Spring Lake Central Project within Spring Lake Specific Plan area.

The proposal will include:

1) Amending the General Plan Land Use Plan to increase Low Density Residential (3.0 - 8.0 du/ac) acreage from 27.1 to 53.4 acres; reduce Medium Low Residential (5 - 12 du/ac) acreage from 43.2 to 23.1 acres, reduce Medium density (8 - 15 du/ac) acreage from 9.0 to 0.0 acres and increase High Density residential (15 - 25 du/ac) acreage from 7.6 to 9.3 acres;

2) amending the Spring Lake Specific Plan land use designations to increase residential R-4 (3-4 du/ac) acreage from 0.0 to 33.3 acres; decrease residential R-5 acreage (4-5 du/ac) from 26.4 to 20.1 acres; decrease R-8 acreage (6-8 du/ac) from 43 to 23.1 acres; decrease the multiple family residential R-15 (10-15 du/ac) from 9.3 to 0.0 acres; decrease the multiple family residential R-20 (16-20du/ac) acreage from7.6 to 0.0; and increase the multiple family R-25 acreage (23-25 du/ac) from 0.0 to 9.3;

3) Reconfiguring the Spring Lake Village Center by relocating the park site (and fire station); and the commercial site and adding 8.3 acres of multi-family (R-25) directly adjacent to the Village Center. The reconfiguration also includes removing the northern portion of Heritage Parkway.

14-658 Uvaggio Wine Bar Conditional Use Permit (CUP); Request for a CUP approval to allow a wine bar including on-site alcohol sales and limited special events at 703 Main Street, in the Central Business District, Downtown Specific Plan, Area A2.

Location: 703 Main Street, Woodland CA

Applicant/Owner: Uvaggio LLC

Environmental Report: Categorical Exemption - Class 3, Conversion of Small Structure

APN: 005-224-007-000

Project Planner: Erika Bumgardner, Senior Planner
James Beggs, Planning Intern

Staff Recommendation: Recommend Planning Commission Approval with Conditions

Attachments: Att 1 Planning Commission Resolution, Exhibit A COA & Exhibit B Projcet Site Plan
Att 2 Zoning Ord. Section 25-21-70b - Alcoholic Beverage Establishments within CBD
Att 3 General Application Form and Project Justification Statment

A motion was made by Commissioner Lizarraga, seconded by Commissioner Lopez to approve the Uvaggio Wine Bar Conditional Use Permit to allow a wine bar including on-site alcohol sales and limited special events at 703 Main Street, in the Central Business District, Downtown Specific Plan, Area A2. The motion was carried by the following vote:
Ayes: Commissioners Harris, Holt, Lizarraga, Lopez, Ortega-Lampkin and Wells

14-668 Bulls Eye Bail Bonds Project: Request to recommend to the City Council amending the Downtown Specific Plan to, (a) conditionally allow a bail bonds business within District A4 of the Downtown Business District; and (b) to adopt performance standards for all bail bonds businesses within the Downtown Specific Plan and to approve a Conditional Use Permit to allow Bulls Eye Bail Bonds to operate at 1037 Main Street, within District A4.

Location: 1037 Main Street, Woodland, CA 95695

Applicant/Owner: Michael Balasa (Applicant), 1037 Main Street, Woodland, CA 95695; Nebulous Enterprises, LLC (Owner), 1033 Main Street, Woodland, CA 95695

Environmental Report: Categorical Exemption

APN: 005-645-013-000

Project Planner: Erika Bumgardner, Senior Planner

Staff Recommendation: Recommend City Council approval of (1) the proposed Downtown Specific Plan Amendments to permit bail bonds businesses as a conditional use in the A4 District and to add performance standards for bail bonds businesses; and (2) a Conditional Use Permit for
the Bulls Eye Bail Bonds business with specified conditions

Attachments:
1. Planning Commission Resolution
2. Ex 1 City Council Ordinance Amending the DSP
3. Ex 2 City Council Resolution Approving CUP
4. Ex A CUP Conditions of Approval
5. Downtown Specific Plan Districts Map
6. General Application and Project Justification Statement

A motion was made by Commissioner Holt to recommend City Council approval (staff recommendation) of the proposed Downtown Specific Plan amendement and of the

Bulls Eye Bail Bonds Conditional Use Permit to allow operation of the business at 1037 Main St.

A second was not made and the motion did not carry. A second motion was made by Commissioner Lizarraga, seconded by Commissioner Lopez to recommend that City Council deny the request for a Conditional Use Permit to allow Bulls Eye Bail Bonds to operate at 1037 Main St, within District A4; and further to deny recommendation to City Council to amend the Downtown Specific Plan to conditionally allow a bail bonds business within the District A4. The motion was carried by the following vote:
Ayes: Commissioners Harris, Lizarraga, Lopez, Ortega-Lampkin and Wells
Nos: Commissioner Holt

I. New Business

14-671

MEMORANDUM
TO: Members of the Woodland Planning Commission
FROM: Cindy A. Norris, Principal Planner
SUBJECT: Review of Planning Commission Subcommittees
DATE: April 2, 2015

RECOMMENDATION:
Staff recommends that the Planning Commission: Review the Planning Commission Subcommittee List and select among current membership for appointment.

Attachments: Subcommittee List

The Planning Commission requests that the review of the Planning Commission Subcommittee List and Appointments be continued to the next meeting.

J. Old Business

K. Adjournment

Meeting was adjourned at 8:46 pm

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.

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Legislation Details (With Text)

File #:	14-664	Version:	1	Name:	
Type:	Public Hearing Item			Status:	Agenda Ready
File created:	3/23/2015			In control:	Planning Commission
On agenda:	4/16/2015			Final action:	

Title: National Indoor Training Facility Conditional Use Permit. Request for consideration of a Conditional Use Permit for an indoor sports training facility located at 1233 Commerce Avenue, Suite A, in the East Street Corridor Specific Plan Area. The facility will consist of five batting cages, two pitching areas and a 90ft x 90ft turf field. The facility will provide training for members, but will also be open to the public on a reservation basis.

Location: 1233 Commerce Ave, Suite A

Applicant/Owner: National Indoor Training Facility, LLC

Environmental Report: Categorical Exemption - Class 1 Existing Facilities

APN: 063-101-014-000

Project Planner: Erika Bumgardner, Associate Planner
James Beggs, Planning Intern

Staff Recommendation: Recommend Planning Commission Approval with Conditions

Sponsors:

Indexes:

Code sections:

Attachments: 1. Planning Commission Resolution; EX -A COA & EX -B Project Site Plan
2. General Application Form and Project Justification Statement

Date	Ver.	Action By	Action	Result

City of Woodland

Planning Commission

National Indoor Training Facility Conditional Use Permit. Request for consideration of a Conditional Use Permit for an indoor sports training facility located at 1233 Commerce Avenue, Suite A, in the East Street Corridor Specific Plan Area. The facility will consist of five batting cages, two pitching areas and a 90ft x 90ft turf field. The facility will provide training for members, but will also be open to the public on a reservation basis.

Location: 1233 Commerce Ave, Suite A

Applicant/Owner: National Indoor Training Facility, LLC

Environmental Report: Categorical Exemption - Class 1 Existing Facilities

APN: 063-101-014-000

Project Planner: Erika Bumgardner, Associate Planner
James Beggs, Planning Intern

Staff Recommendation: Recommend Planning Commission Approval with Conditions
Report For: Planning Commission Public Hearing - 4/16/2015

General Plan Designation: Industrial (I)

Current Zoning: East Street Corridor Specific Plan - Zone I

Existing Land Uses: Existing approximately 54,450 square foot distribution warehouse.

Adjacent Land Uses & Zoning:

DIRECTION	LAND USE	ZONING
North	Factory	I
South	Warehouse/Distribution	I
East	Warehouse/Distribution	I
West	Warehouse/Distribution	ESD-I

Flood Zone: Zone "AE" - Special flood hazard areas subject to inundation by 1% annual chance flood event. FIRM Community Panel Number - 06113C0 435H Revised May 16, 2012.

Street Access: 1233 Commerce Avenue, Suite A

Pending/Potential Action

Staff recommends that the Planning Commission:

1) Conduct a public hearing;

2) Adopt the attached Resolution approving the Conditional Use Permit (CUP) at 1233 Commerce Avenue to allow for an indoor sports and training facility including 5 batting cages, 2 pitching cages, and a 90ft by 90ft turf field (**Attachment 1**).

Project Site Description

The proposed indoor training facility will be located in Suite A, of an existing approximately 54,450 square foot warehouse building in the Industrial Zone of the East Street Corridor Specific Plan. The lease space within Suite A is approximately 18,000 square feet; taking up about 33% of the existing industrial warehouse. The lease space currently has a reception area, office space and restrooms.

Project Proposal

The applicant is requesting approval of a Conditional Use Permit at 1233 Commerce Avenue to allow for an indoor sports and training facility, catering to softball and baseball for all ages. Per the Zoning Ordinance; a Conditional Use Permit (CUP) is required for a mixed use sports complex located within areas zoned as Industrial.

National Indoor Training Facility will operate seven days a week, Monday through Friday 4pm - 10pm, and Saturday through Sunday 9am - 9pm. Facility staff will consist of one counter employee and one facility manager along with 1 to 4 trainers present at different times (**see Attachment 2**). The facility will have five batting cages, two pitching areas and a 90ft by 90ft turf field (**see Attachment 1, Exhibit B**). Online or telephone reservations of training times and facilities will limit the number of customers using the facility at any one time. National Indoor Training Facility will be used for battling and pitching lessons along with various field training exercises. The facility is intended to be a specialized facility and does not intend to host large groups.

The project site is currently served by city water and sewer. Electrical and telephone connections are currently on-site and no additional hook-ups will be required as a part of this application.

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 at least ten days prior to the public hearing.

- Notices were mailed to all property owners within 300 feet of the project site.

Copies of the factual staff report for the proposed project have been on file at City Hall since Friday, April 10, 2015.

Applicable Laws, Codes & Ordinances

The project is subject to the following laws, codes, and ordinances:

- The California Environmental Quality Act (CEQA)
- The City of Woodland General Plan
- The City of Woodland Zoning Ordinance
- The East Street Specific Plan

Environmental Review

This project qualifies for a Categorical Exemption from the provisions of CEQA, as the project is considered a negligible or a non-expansion of an existing use. CEQA identifies this as a Class 1 Exemption, Existing Facilities and is listed in Section 15301 of the California Code of Regulations. Class 1 exemptions consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The key consideration is whether the project involves negligible or no expansion of an existing use. Specifically, the project is identified in (Section 15301[a]):

(a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances.

Prior to taking an action to approve the project as recommended, the Planning Commission is required to confirm this environmental determination in conjunction with action on the project. If this project is approved, staff will file a Notice of Exemption with the Yolo County Clerk's Office in conformance with Article 5 Section 15062(a) of the CEQA guidelines.

Reviewing Agency Comments

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

Staff Analysis

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

General Plan Consistency

The 2002 General Plan (GP) designation for the site is Industrial (I), which provides for industrial parks, warehouses, manufacturing, research and development, commercial uses compatible with industrial uses, public and quasi-public uses, and similar and compatible uses. The proposed project is consistent with the existing General Plan land use designation for the project site because sports and recreation facilities may be considered, subject to discretionary review to ensure that the uses can be served by the existing infrastructure and the project will not have a significant adverse impact on other existing industrial uses. The following General Plan goals and policies are applicable to the proposal:

Policy 5.A.3

The City shall strive to achieve the standards for sports and recreational facilities established in the Park and Recreation Master Plan. These standards may be satisfied through any combination or joint development of public facilities, private recreational facilities, and school facilities.

Policy 5.A.14

The City shall encourage the establishment or joint development of commercial or private recreation facilities within the Woodland area.

The proposed indoor sports facility at 1233 Commerce Avenue is in conformance with the policies stated above because it provides additional sports facilities to meet the needs of Woodland residents, in conjunction with the facility's current permitted uses.

Zoning Consistency

Land Use

The zoning designation for the subject site is East Street Corridor Specific Plan Zone - I, which provides standards for properties located within the Industrial zones. Indoor/Outdoor Sports Facilities in the Industrial Zone are considered mixed-use projects and are permitted subject to the approval of a conditional use permit. The project is adequately served by existing roadway infrastructure and will not have a significant adverse impact on existing industrial uses in the surrounding area in regards to parking requirements, traffic, and other potential conflicts during operating hours.

Parking

Article 23 of the Zoning Regulations, commencing with Section 25-23-01, addresses off-street parking and loading requirements; Article 23 does not provide off-street parking requirements for recreational facilities; however, Section 25-23-10 (23) allows the Zoning Administrator the right to determine the number of required spaces for mixed-use projects, and uses not otherwise listed in Section 25-23-10 Off-Street Parking Requirements.

Parking demand is anticipated to reflect the availability of time slots/reservation potential for the indoor batting cages, pitching cages, and field usage as well as staffing requirements (2 to 4 employees). Users are required to reserve, ahead of time, a time slot for each training "facility" (i.e. pitching cage, batting cage, etc.) through the internet. There are 12 on-site parking spaces available. This provides one parking space available for each training area (2 pitching cages, 5 batting cages and a turf field); with 5 remaining spaces available for staff or overlap during drop-off/pick-up of players. It is anticipated that players will be dropped off by parents and picked up at the end of training sessions, as well as sports teams and families utilizing carpool pick-up and drop-off; therefore it is not anticipated that the parking lot will be full on most occasions.

As provided for in the Conditions of Approval (**Attachment 1, Exhibit 1**), should the Zoning Administrator find that, based upon substantial evidence, additional parking is necessary to accommodate the facility's uses, the owner/operator of the facility shall deploy effective measures to reduce the parking deficiency and/or obtain additional off-site parking in compliance with the City of Woodland Zoning Code, and to the satisfaction of the Community Development Director.

Landscaping

Article 22 of the Zoning Regulations commencing with Section 25-22-01 addresses landscaping and landscape design requirements. The Zoning Ordinance also requires that no less than six percent (6%) of the interior area of all auto parking lots shall be devoted to permanent landscaping. Additionally, shade trees are to be planted and evenly distributed within the uncovered portions of the auto parking area so that forty percent (40%) of the parking stalls and back up area will be in shade at high noon, when the trees are at full maturity.

In reviewing this application staff has concluded that all existing landscaped areas around the perimeter of the site shall be maintained as a condition of approval. However staff recognizes that it is impractical to construct new trees wells for shade in the parking field, as they would impair future circulation routes should the site ever revert back to a standard industrial use and further reduce parking availability.

Setbacks and Height

The existing building complies with the East Street Corridor Specific Plan setback requirements and community design standards. No new structural changes are being made to the outside of the building.

Signage

Article 24 of the Zoning Regulations commencing with Section 25-21-10 addresses signs. Signs are a separate permit and tenants shall submit construction drawings and receive approval for all proposed signage. Staff will review these plans to ensure that they meet established zoning and East Street Corridor Specific Plan requirements.

Lighting

Parking lot, driveways, circulation areas, aisles, passageways, recesses, and grounds contiguous to buildings shall be provided with adequate illumination. A lighting level of 1 foot-candle minimum, maintained illumination at ground level is required per the Security Ordinance. Such lighting shall be equipped with vandal-resistant covers. Prior to issuance of a building permit, the applicant shall

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submit a lighting plan to be reviewed and approved by the Planning Department. Lighting plans shall include photometric and distribution data attesting to the required illumination level of one foot-candle of light on the parking surface from dusk until the termination of business every operating day. (Ord. No. 1089, § 1 (part)).

Performance Standards

The following Performance Standards shall be met upon approval of any development application in the Industrial zone.

A. Front yard landscaping shall extend to the valley gutter. The project site is currently in compliance with this standard (see Landscape discussion above).

B. Outside storage of solid wastes and containers: for solid waste, containers, merchandise, or other items or goods awaiting pickup, sale, or other disposition, shall be prohibited except where screened to the satisfaction of the Planning Commission or the Zoning Administrator. It is not anticipated that the project will include outdoor storage of materials.

C. Light sources shall be directed and shielded so as to not illuminate neighboring properties. Parking lot lighting is required and shall comply with this standard per Condition of Approval #17.

Conditional Use Permit

Article 27 of the Zoning Regulations commencing with Section 25-27-01 addresses conditional use permits. The zoning designation for the site is East Street Corridor Specific Plan Zone (I). Within this zone, mixed uses such as indoor sports and recreation facilities are allowed with a conditional use permit.

The Planning Commission may approve, conditionally approve or deny an application for a conditional use permit; and in authorizing a conditional use, may impose such requirements and conditions with respect to location, construction, time period, maintenance, and operation, as deemed necessary for the protection of adjacent properties and the public interest, when reasonably related to the use of the property. Before granting any conditional use permit the Planning Commission shall be satisfied that the proposed structure or use conforms to the requirements, and the intent of this Chapter and the General Plan.

All requirements will be specified within the conditions of approval. Failure to adhere to these conditions may result in the revocation of the conditional use permit.

Appeal

Any party adversely affected by the decision, the City Council, an individual city council member, or the city manager, may appeal any action of the Planning Commission with respect to a zoning change to the City Council within fourteen (14) days after the action of the Planning Commission. No conflict of interest shall exist solely by reason of the filing of an appeal by the City Council, an individual city council member, or the city manager. Any such appeal shall be filed with the city clerk and except an appeal by the City Council, a City Council member, or the city manager, shall be accompanied by a filing fee as prescribed by City Council resolution. Upon the filing of an appeal, the city clerk shall set the matter for hearing. Such hearing shall be held within thirty days after the date of filing the appeal. Within ten days or at its next regular meeting following the conclusion of the hearing; the City Council shall render its decision on the appeal. (Ord. No. 1203, § 1 (Exh. A)(part); Ord. No. 1235, § 2 (part); Ord. No. 1261, § 2 (part); Ord. 1339, § 1 (part); Ord. No. 1350, § 1.).

Recommendation

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

Motion #1: Move that the Planning Commission Approve Resolution No. PC15-_____, in support of the Conditional Use Permit for an indoor sports training facility located at 1233 Commerce Avenue, Suite A, in the East Street Corridor Specific Plan Area. The facility will consist of five batting cages, two pitching areas and a 90ft x 90ft turf field for facility members and open to the public.

ATTACHMENTS :

1. Planning Commission Resolution
   Exhibit A - Conditions of Approval

Exhibit B - Project Site Plan

2. General Application Form and Project Justification Statement

RESOLUTION NO. PC 15 - _____

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WOODLAND APPROVING A CONDITIONAL USE PERMIT FOR THE OPERATION OF AN INDOOR TRAINING FACILITY LOCATED AT 1233 COMMERCE AVENUE IN THE EAST STREET CORRIDOR SPECIFIC PLAN ZONE I

WHEREAS, the Woodland Planning Commission held a duly noticed public hearing on April 16, 2015, to review and consider a request from National Indoor Training Facility LLC for a Conditional Use Permit to allow the operation of an indoor training facility on a 18,000 square foot leased area at 1233 Commerce Avenue; and

WHEREAS, the proposed project conforms to the City of Woodland General Plan and Zoning Ordinance, in that the use is conditionally permitted in the East Street Corridor Specific Plan Industrial Zone, is consistent with the Zoning and General Plan, and appropriate conditions have been made part of the approval (as provided for in Exhibit A); and

WHEREAS, the site for the intended use is adequate in size, shape, topography, accessibility, and other physical characteristics to accommodate the use and required provisions of the Zoning Code and satisfies all minimum physical standards required under the City's Zoning Code for a mixed use project; and

WHEREAS, the proposed use will be organized, designed, constructed, operated, and maintained so as to be compatible with the character of the area as intended in the General Plan; and

WHEREAS, the proposed use will not constitute a nuisance or be detrimental to the public welfare of the community, in that the intensity of the use is modest and designed at the minimum functional height required, and the use would be consistent with existing and permitted uses in the area; all conditions and requirements deemed necessary and in the public interest have been or will be met as they have been imposed on the application approval to reduce the impact of the use on adjacent properties and vicinity; and there are no significant privacy, noise, traffic, or parking concerns raised by the use; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the proposed use is a categorical exemption - Class 1, Existing Facilities. This applicant's case is considered a Section 15301 (a) which applies to projects that will not have a significant effect on the environment; and

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

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

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

1. Finds that the proposed project meets all standards for a mixes use project, as provided for in the City's Zoning Code.

2. Approves the Conditional Use Permit (CUP) subject to the conditions of approval included in Exhibit A, allowing the applicant, National Indoor Training Facility LLC, to operate an indoor training facility at 1233 Commerce Avenue in the East Street Corridor District Zone I.

PASSED AND ADOPTED by the Planning Commission of the City of Woodland at a regular meeting on the 16th day of April, 2015, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Chairperson

ATTEST:

_____

Cindy Norris, Planning Commission Secretary

Exhibit A – Conditions of Approval
Exhibit B – Map of the Facility

Exhibit A

Conditions of Approval

1. The project is as described in the staff report prepared for the April 16, 2015, Planning Commission meeting and shall consist of five batting cages, two pitching areas and a 90ft x 90ft turf field. The project shall be established and operated as depicted in the staff report, except as modified in these conditions of approval and with any changes necessary to meet City codes and specifications.

2. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City Attorney.

3. Secure approval and satisfy requirements of all agencies with jurisdiction.

4. The Conditional Use Permit shall not be issued until the appeal period has expired or final action on an appeal has been rendered.

5. The Conditional Use Permit must be exercised within one year of issuance, or it shall be deemed null and void by act of law (Section 25-27-70).

6. All activities shall take place in the interior of the building and no amplification of music or voice is allowed outside, other than security monitors. In addition, sound as measured at the property line may not exceed the noise standards as stated in the Municipal Code.

7. The main entrance to the facility shall be clearly identified with proper signage to include name of business and address. Main entrance shall also provide adequate lighting per the City Security Ordinance and lighting regulations.

8. Should the Zoning Administrator find that, based upon substantial evidence, additional parking is necessary to accommodate the facility's uses, the owner/operator of the facility shall deploy effective measures to reduce the parking deficiency and/or obtain additional off-site parking in compliance with the City of Woodland Zoning Code, and to the satisfaction of the Community Development Director.

9. The project approval is for the project as described in the above staff report. Should there be a change in the use or an intensification of the described use, then the conditional use permit shall be revaluated including application of development fees.

10. If the applicant wishes to relocate the use to a new address or tenant suite, the applicant shall secure a new conditional use permit to relocate into the building or tenant space prior to occupancy of said building or tenant space.

11. If the Zoning Administrator finds evidence that conditions of approval have not been fulfilled or that the use or uses has or have resulted in a substantial adverse effect on the health, and/or general welfare of users of adjacent property, or have a substantial adverse impact on public facilities or services, the Zoning Administrator may refer the Conditional Use Permit to the Planning Commission for further review. If, upon such review, the Commission finds that any of the results above have occurred, the Planning Commission shall modify or revoke the Conditional Use Permit.

12. Approved numbers or addressed shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Said numbers shall contrast with their background. All new commercial buildings shall display a lighted street number in a prominent location with numbers not less than 6 inches in height.

13. Existing barbwire shall be removed from perimeter fencing.

14. Applicant shall comply with the design requirements as stated in the Community Design Standards for any exterior changes, modifications, and additions to the subject building. All exterior changes beyond those stated in the original approval will require staff level design review.

15. Any new signage, modifications or changes to the signage the applicant shall submit new sign plans to the planning department to conduct a design review per the appropriate zoning codes.

16. Parking lot shall be restriped to an appropriate capacity for the existing parking area.

LANDSCAPING

17. All existing landscape planters shall and maintained per City Standards. Vegetative matter shall cover no less than 75% of the required landscape area. Maintenance shall include but is not limited to watering, fertilizing, weeding, cleaning, pruning, trimming, spraying and cultivation.

BUILDING

The following comments are from the City of Woodland Building Division and are applicable to the reference project:

18. This project must meet all criteria and mandates for these City adopted codes or the most current code:

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

19. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit being issued.

20. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.

21. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.

22. Accessibility Compliance: Any unauthorized deviations from such regulations or building standards shall be rectified by full compliance within 90 days after discovery of the deviation.

23. The use of this facility is only being reviewed for a batting, pitching and infield training facility. There is no construction to the building or existing offices. Any departure from this basic plan will require further review by Building and Fire Departments.

DEVELOPMENT ENGINEERING

24. In accordance with the City Ordinance, project shall obtain an encroachment permit for any work within the public right-of-way.

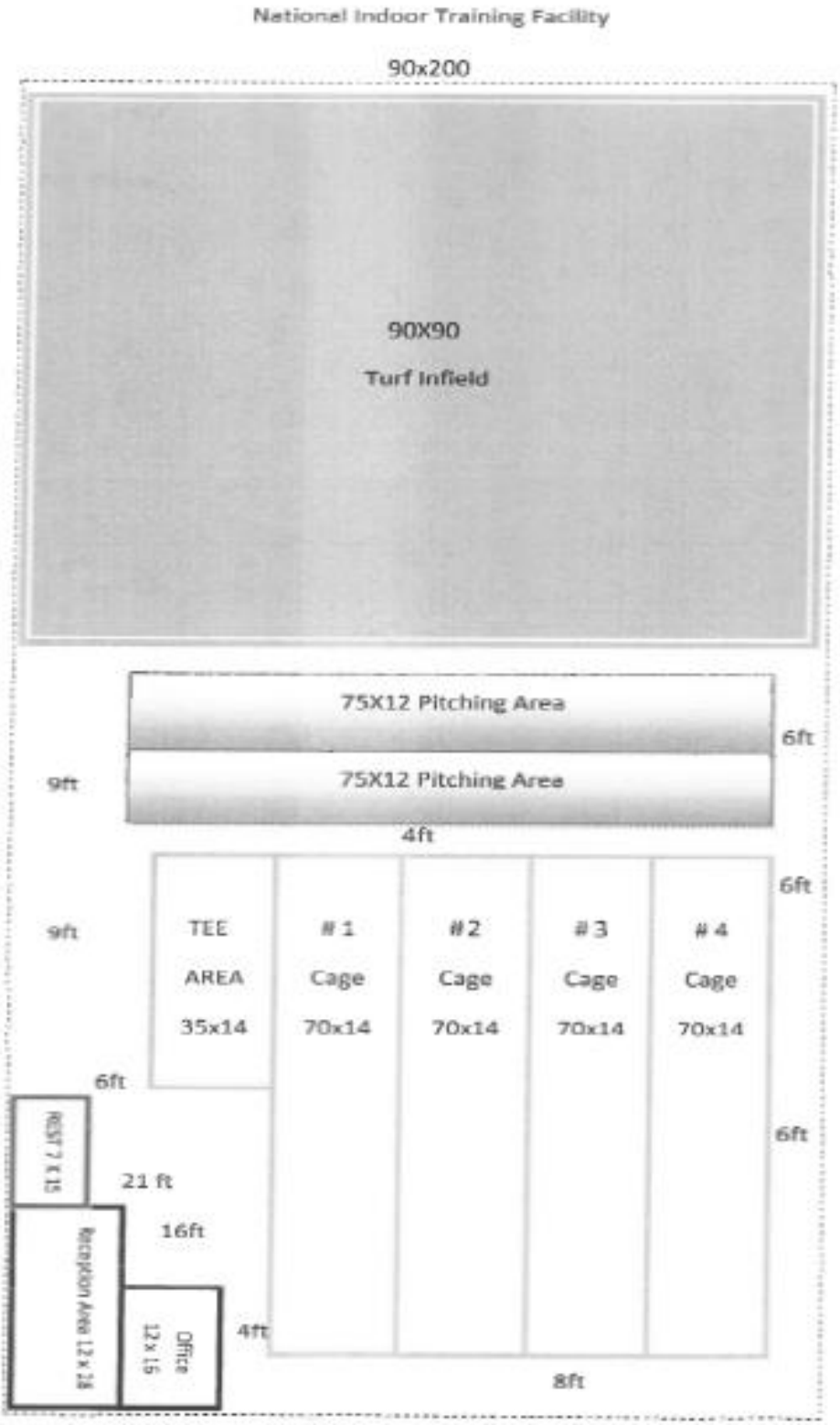
    The following public improvements shall be completed within 120 days of approval of Conditional Use Permit:

    - Water services shall include backflow prevention devices and water meters. A separate meter for irrigation is recommended. The applicant shall update all utility connections to current City Standards. This may include but is not limited to installation of new meter boxes, backflow prevention, cleanouts and/or laterals in a location approved by the Public Works Department. The water service serving the two properties shall be separated into two distinct metered services. The new project shall pay the surface water impact fee for the new meter, even if the new service is installed on the adjacent property.

    - Backflow protection devices are required on all commercial and landscape irrigation water services for the project. Applicant shall install approved backflow devices on all services that serve the project site including domestic and

irrigation. Backflow devices shall be tested by a City-approved tester and results provided to the Public Works Department prior to occupancy.

Exhibit B


Nationel Indoor Training Facility
90x200
90X90
Turf Infield
75X12 Pitching Area
75X12 Pitching Area
6ft
9ft
4ft
6ft
9ft
TEE
AREA
35x14
1
Cage
70x14
2
Cage
70x14
3
Cage
70x14
4
Cage
70x14
6ft
6ft
21 ft
16ft
4ft
8ft
Office
12 x 16

City of Woodland

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

General Application Form

1. Owner/Applicant

PROPERTY OWNER: Joe Gimenez

MAILING ADDRESS: 810 W. Southwood Dr

CITY STATE ZIP CODE: Woodland Calif 95695

PHONE NUMBER: 530 906 3942

E-MAIL ADDRESS: Kim@yolaretitles.com

PROJECT APPLICANT: National Indoor Training Facility LLC

MAILING ADDRESS: 113 Court Street.

CITY STATE ZIP CODE: Woodland, Ca 95695

PHONE NUMBER: 916 343-2583

E-MAIL ADDRESS: Andy@Baileystrenchless.com

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 _____

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

3. Project Description

Project Name: National Indoor Training 18,000

Site address or location: 1233 Commerce Ave

Total Acres or Square Feet: _____

Assessor's Parcel Number: _____

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

Does this request include signage? ☐ Yes ☐ No

4. Justification for Request

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

PLDG-15-00006

5. General Plan Amendment

Existing General Plan Designation	Gross Acres	Proposed General Plan Designation	Gross Acres

6. Zoning Amendment

Existing Land Use Zone	Gross Acres	Proposed Land Use Zone	Gross Acres

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 Sole Ownership

*Attach Evidence of Authority

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

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

1-20-18

Applicant: **Date**

Legal Owner: **Date**

1-20-2015

Legal Owner: **Date**

DEPARTMENT USE ONLY

Amount Paid: _____ Project No: _____

Amount Due:: _____ Logged by: _____ Date: _____

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

To whom it may concern:

We are proposing to open an indoor training facility at 1233 Commerce Ave, in Woodland. This facility would be used for but not limited to the following: Batting, Pitching and Infield lessons. The facility will consist of five batting cages, two pitching areas and a 90x90 tuft field. We will be offering lessons for members as well as for the general public. I have attached both a design and a copy of our rules and regulations. We want to make sure that this facility does not become a place for kids to hang out, but a place for kids to workout.

Our proposed hours of operations:

Monday thought Friday 4pm to 10pm

Saturday and Sunday 9am to 9pm

Staff will consist of one counter person at all times, and one facility manager. There will also be as many as 1 to 4 trainers on hand.

National Indoor Training Facility LLC.

National Indoor Training Facility (NITF)

Facility Rules and Regulations:

- All Fees must be paid prior to using the Facility.
- A Waiver of Liability and Release must be signed by anyone using the training facility. Anyone under the age of 18 must have a parent or guardian sign the Waiver on their behalf.
- NITF is a scheduled facility. Please do not enter your prescribed area until your scheduled start time. Anyone using the facility must cease all activities at least five (5) minutes prior to their scheduled finish time in order to clean up equipment and return prescribed area to its original state. This includes, but is not limited to, placing all balls back into their respective pitching machine hoppers, returning L-screens to their proper place, and returning all baseballs and softballs to NITF's office.
- Only NITF personnel are premitted to adjust the pitching machines.
- Alert one of NITF's employees immediately if pitching machines are throwing out of the strike zone.
- In tunnels where pitching machines are not being utilized, a maximum of two people are allowed in the tunnel at the same time. These two people are; (a) a batter wearing a CSA-approved helmet, and (b) a pitcher throwing behind a protective L-screen.
- Batters must wear a helmet and proper shoes inside the tunnels at all times. Helmet and shoes to be provided by the user.
- Tennis shoes or turf shoes are the only shoes allowed on the turf or in the batting area.
- Metal cleats are only allowed in the bullpen area and must be put on, and taken off, in the designated pitching area.
- Adults bringing youths into the training facility are responsible for their actions. NITF will not tolerate horseplay. Anyone participating in inappropriate behavior or intentional misuse of the facility will immediately be terminated from use of the Facility.

- Parent and/or guardian must accompany their child, if under 18, and remain on the premises at all times.
- NITF reserves the right to assess and collect damages from any persons who violate any rules and/or regulations of the Facility or cause damage to any person or property. Parents and/or guardians are responsible for the conduct of minors.
- NITF has no responsibilty whatsoever for any personal belongings that are lost, disappear, or may be stolen from the NITF's premises.
- Only NITF personnel are to operate the televisions.
- Coaches/parents/participants are responsible for ensuring that all waste/garbage generated by them (including any minors accompanying them and any individuals/groups under their direction or control) is removed from the training area and placed in the appropriate receptacles prior to leaving the training area.
- Parking is only allowed in the parking area of the NITF premises. Street parking and adjacent lots are not to be used and any damage or penalties arising from such occurrences is strictly at the risk of the owner of the vehicle.
- The parking lot area outside the building of NITF may not be utilized for anything other than parking vehicles (i.e. no playing catch, skateboarding, etc.). Any person violating this regulation shall be subject to immediate expulsion and shall be personally and/or vicariously liable for any damage caused to any person or property.
- Any person unwilling to comply with the rules and regulations of NITF may be denied access to, and may not be entitled to any refunds from, NITF.

Food and Drink Policy:

- No food of any type may be brought into the training area.
- No gum may be chewed while inside the Facility.
- Cigarettes and all other tobacco products are prohibited inside the Facility.
- No drinks of any type may be brought into the training area other than water. All other drinks are prohibited due to potential damage caused to the artificial turf.

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Legislation Details (With Text)

File #:	14-689	Version:	1	Name:	
Type:	Public Hearing Item			Status:	Agenda Ready
File created:	4/3/2015			In control:	Planning Commission
On agenda:	4/16/2015			Final action:	

Title: 1216 East Beamer Multi-Use Development Conditional Use Permit (PLNG 14-00084). A request to approve a Conditional Use Permit, Site Plan, and Design Review, to permit a multi-use development project including two live-work buildings, approximately 1,200 square feet each, and two 1,000 square foot service commercial shops, in which major auto repair may be an allowed use, at 1216 East Beamer Street in the East Street Corridor Specific Plan - Zone F.

Location: 1216 East Beamer Street

Applicant/Owner: Robert Lopez

Environmental Report: Categorical Exemption (Class 32 - In-Fill Development)

APN: 063-090-035-000

Project Planner: Erika Bumgardner, Senior Planner
James Beggs, Planning Intern

Staff Recommendation: Recommend Planning Commission Approval with Conditions

Sponsors:

Indexes:

Code sections:

Attachments: 1. Planning Commission Resolution
2. General Application

Date	Ver.	Action By	Action	Result

City of Woodland

Planning Commission April 16, 2015

1216 East Beamer Multi-Use Development Conditional Use Permit (PLNG 14-00084). A request to approve a Conditional Use Permit, Site Plan, and Design Review, to permit a multi-use development project including two live-work buildings, approximately 1,200 square feet each, and two 1,000 square foot service commercial shops, in which major auto repair may be an allowed use, at 1216 East Beamer Street in the East Street Corridor Specific Plan - Zone F.

Location: 1216 East Beamer Street

Applicant/Owner: Robert Lopez

Environmental Report: Categorical Exemption (Class 32 - In-Fill Development)

APN: 063-090-035-000

Project Planner: Erika Bumgardner, Senior Planner
James Beggs, Planning Intern

Staff Recommendation: Recommend Planning Commission Approval with Conditions
Report For: Planning Commission Public Hearing - 04/16/2015

General Plan Designation: Service Commercial (SC)

Specific Plan: East Street Corridor Specific Plan, District F

Existing Land Uses: Vacant and undeveloped

Adjacent Land Uses & Zoning:

DIRECTION	LAND USE	ZONING
North	Light Industrial	Industrial
South	Converted Residence	East Street District
East	Specialty Shops	Industrial
West	Single Family Residence	Service Commercial

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

Street Access: East Beamer Street

Pending/Potential Action

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

1. Receive the staff report;

2. Conduct the public hearing;

3. Adopt Resolution No. PC - _____ approving the Conditional Use Permit, Site Plan, and Design Review to permit a multi-use development project including two live-work buildings approximately 1,200 square feet each with combined residential/commercial or office uses, and two 1,000 square foot service commercial shops in which major auto repair may be an allowed use, at 1216 East Street Beamer Street in the East Street Corridor Specific Plan - Zone F. (Attachment 1)

Project Site Description

The project site consists of a 0.357 acre undeveloped parcel located on the south side of East Beamer Street.

The site is currently vacant. Two oak trees exist on site one 20 inches and one 36 inches in diameter. This parcel is located within the East Street Corridor Specific Plan Area.

Project Proposal

The applicant proposes to construct three buildings totaling 4,560 square feet. Buildings one and two, which are located closest to the street, are proposed to be live/work units. Each building will have one residential unit, 620 square feet in size, located above a commercial/office work space, 620 square feet in size, (see Attachment 1, Exhibit B). A 2,080 square foot service commercial shop space will be located on the southern (back half) of the parcel. The building will be leased as two separate 1,040 square foot shop spaces. One address will be assigned to each live/work building and the shop spaces in the back half of the parcel will be leased in union with one or both of the live/work buildings (i.e. the resident/business owner residing in one of the live/work units will lease one or both of the shop spaces in the back and the shop space(s) will not be leased separate from the live/work units). The hours of operation for commercial activity will be between 7AM and 7PM Monday through Sunday. It is intended that the live/work units shall at no time be leased solely for residential. The proposal is that the first floor of the live/work buildings be commercial and/or office uses only.

Conditional Use Permit Request

The application is requesting two modifications to the uses under a single conditional use permit.

1. The applicant is requesting to locate multiple uses on the same lot including office, residential, and service commercial. Two live/work buildings for combined office/commercial and residential uses toward the front half of the site, with a third building located to the rear of the site with two shop spaces. Multi-use developments may be considered in District F with a Conditional Use Permit.

2. The applicant is requesting an entitlement to allow “major auto repair” service as a permitted use in the shop space to the rear of the site. Per the East Street Corridor Plan, major auto repair may be considered in District F with a Conditional Use Permit. This proposal requests that the major auto repair and other similar or equal uses, along with uses that would otherwise be permitted, to operate without the need for a CUP modification.

Site Plan and Design Review Request

The applicant has proposed a site layout and architectural design concept that were reviewed for consistency with the East Street Corridor Specific Plan, for compatibility with adjacent properties, and for consistency with the Community Design Standards. The project site is located on a single parcel that is approximately 67 feet wide and 229 feet long. Currently, site access is from East Beamer Street from a single driveway located on the west side of the property through a shared driveway with the parcel to the west (1214 East Beamer), which is held by the same owner. A single driveway aisle provides access to 12 parking spaces. There is 24 feet of back up space and adequate width for emergency vehicles. Landscaping is provided along East Beamer Street and adjacent to the south property line. Landscape planters are provided within the parking area with shade trees. A patio/courtyard space is provided at the north east portion of the site, in front of Building 1 and adjacent to East Beamer Street.

The proposed architectural design utilizes a corrugated steel metal siding on all structures and on balconies for the residential units. A pitched, composition shingle roof is provided on the two mixed use/residential buildings and a parapet style roof is provided for the back shop building. Large windows are provided in the upstairs

portions for the residential structures and interior stair wells. Awnings are provided over the lower windows on the mixed use buildings. The back building has a total of four (4) bay doors, two on the north elevation and two on the south elevation.

Public Notification

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

- Legal notice was published in the Woodland Daily Democrat on or before April 6th.
- Notices were mailed to all property owners within 300 feet of the project site on or before April 6th.
- Copies of the factual staff report for the proposed project have been on file at City Hall since April 10th.

Applicable Laws, Codes & Ordinances

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

- The California Environmental Quality Act (CEQA)
- The City of Woodland General Plan
- The East Street Corridor Specific Plan
- City of Woodland Municipal Code and Zoning Ordnance

Environmental Review

This project qualifies for the categorical exemption from the provisions of CEQA, as the project is considered a Class 32 (CEQA Guidelines, 15332). CEQA identifies this as a Class 32 - Infill Development exemption as listed in Title 14, Article 19 §15332 of the California Code of Regulations. This class exemption is required to adhere to the following requirements:

(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as applicable zoning designation and regulations.
(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
(c) The project site has no value as habitat for endangered, rare, or threatened species.
(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
(e) The site can be adequately served by all required utilities and public services.

The site is located within Woodland city limits. The proposed project site (0.357 ac.) is less than five acres in size. The site is surrounded by urban development. Site is a vacant lot and does not provide habitat for sensitive species.

The development of the site will not result in significant traffic, noise, air quality, or water quality impacts. The project will comply with City noise standards.

Prior to taking an action to approve the project as recommended, the Planning Commission is required to confirm this environmental determination in conjunction with action on the project. If this project is approved,

staff will file a notice of exemption with the Yolo County Clerk's Office in conformance with Article 5 §15062 (a) of the CEQA guidelines.

Reviewing Agency Comments

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

Staff Analysis

Staff supports the project subject to the attached recommended Conditions of Approval for the Conditional Use Permit for the project and provides the following analysis:

The applicants intended purpose of this multi-use development is to provide live/work and service commercial shop space on the same parcel. The parcel shall only have two addresses one each assigned to a live/work building. Shop space is intended to work in union with the office space allowing office activities to take place outside of the shop space in the rear. The parcel is expected to be used by at most two separate tenants.

At the discretion of the Community Development Director the project CUP will allow for alternative uses that are equal to or less intense than major auto without the need for a CUP modification. Uses likely to fall into this category as listed in the East Street Corridor Specific Plan include: Cabinet/Carpenter, Machine Shops, Welding Shops, and Contractor shops. "By right" permitted uses within area F of the East Street Corridor Specific Plan that may benefit from a live/work area include: appliance service and supply, auto minor service and repair, electrical service and supply, glass sales service and supply, locksmith, studio art and craft.

General Plan Consistency

The 2002 General Plan (GP) designation for the site is Service Commercial, which provides for retail, services, professional and administrative offices, public and quasi-public uses, and similar and compatible uses. The proposed use of the site as a multi-use shop and live/work space is consistent with General Plan. The following General Plan goals and policies are applicable to the proposal:

Policy 1.A.6.
The City shall promote infill development and reuse of underutilized parcels in a manner compatible with the character of the surrounding neighborhood.

Policy 1.B.6.
The City shall continue to look for infill opportunities, including increased densities, if it will assist in appropriate reuse of properties

Policy 1.D.2.
The City shall encourage infill and reuse in existing neighborhoods that maintain the character and quality of the surrounding neighborhood and does not negatively affect surrounding land uses.

Goal 1.G
To revitalize and maintain the East Street Corridor as an economically-viable and physically-attractive mixed-use corridor.

The proposed project is consistent with the land use designation, policies, and intensity standards of the General

Plan. The multi-use development at 1216 East Beamer is in conformance with the above stated policies and goals. The parcel will be adequately served by existing roadway infrastructure and will not have a significant adverse impact on surrounding uses in regards to parking requirements, traffic and other potential conflicts during operating hours.

Specific Plan Consistency

Land Use

The zoning designation for the site is East Street Corridor Specific Plan Zone F, Service Commercial. The Specific Plan provides standards for properties located within the East Street Corridor Specific Plan zones. The proposed use is consistent with the parcel's current land use designation, which allows residential, office and service commercial shops in mulit-use developments, subject to a conditional use permit.

Setbacks

The East Street Corridor Specific Plan establishes a minimum setback requirements are as follows:

	Requirements	**Proposed Project**
Front Yard	8 feet	10 feet
Backyard	5 feet	10 feet
Side Yard	5 feet	5 feet on west side, 10 on east side

The East Street Corridor Specific Plan does not require side or rear yard setbacks unless the development abuts a residential zone. The east side is bordered by industrial so no set back is required, however the west side of the proposed project is occupied by residential but is zoned as part of the East Street Corridor Specific Plan zone F Service Commercial and meets the requirements. The proposed development meets all required setbacks.

Height

No principal building in the East Street Corridor Specific Plan shall exceed two stories or thirty-five feet in height at the eaves. The live/work buildings have a maximum height of 17 feet at the eaves. The maximum height of the shop buildings is 16.5 feet. All buildings are in compliance with required standards.

Lot Coverage

The project site is 15,574 square feet in size. The combined development's building footprint is 3,220 square feet resulting in 20 percent lot coverage. The project meets the lot coverage requirement for the East Street Corridor Specific Plan and the Zoning Ordinance. The project, as proposed, meets these requirements.

Design

Design requirements for the East Street Corridor Specific Plan regarding mixed uses is referenced in 4.4.N. The applicant has included articulation of uses, courtyards, delineated entrances, and appropriate orientation. All other design guidelines reference the Community Design Standards. The project, as proposed, meets these requirements. The project as designed and conditioned is compatible to East Street with a light industrial/ office appearance through use of design and materials, such as use of the corrugated steel metal siding. A usable courtyard space is provided at the front of the site, and the residential buildings have separate entrances and do no open onto shop space.

Zoning Consistency

Parking

The development includes twelve parking spaces, with one ADA parking space, and one twelve foot by eighteen-foot garage for a single car off Building 2. Sections 25-23-10 (2), (10), (22) and (23) of the zoning ordinance address off street parking as follows:

- (2) Apartments and multifamily dwellings: one and one half parking spaces for each dwelling unit plus one guest parking space for each five. (At total of 3 spaces are required)
- (10) Offices are not less than one parking space for each four hundred square feet of gross floor and or more than one parking space for each three hundred square feet of gross floor area, but not less than five. (A total of 3 spaces are required)
- (22) Auto Repair shops require one parking space for each four hundred square feet of space but not less than five. (A total of five spaces is required)
- (23) Off street parking and loading requirements for mixed uses and uses not listed above shall be determined by the zoning administrator.

The project as proposed above meets parking requirements, in that 11 parking spaces are required and 12 spaces are provided.

The project as conditioned is required to establish separate driveways for 1216 and 1214 East Beamer. The driveway leading to 1216 East Beamer shall comply with Fire Division requirements and shall be a minimum of 20-feet wide. The driveway for 1214 East Beamer shall meet code requirements for residential lots. A reciprocal access agreement for construction and maintenance of a common driveway will be required.

Landscaping

The Zoning Ordinance requires that not less than six percent (6%) of the interior area of all auto parking lots shall be devoted to permanent landscaping. The Zoning Ordinance also requires that shade trees shall be planted and evenly distributed within the uncovered portions of the auto parking area so that at the trees maturity forty percent (40%) of the parking stalls and back up area will be in shade at high noon at such times as the trees have full foliage. The applicant shall be required to submit a landscape plan that indicates shading requirements and a tree preservation plan which provides information on methodology for preservation of the existing Oak trees.

The applicant is required to comply with the State of California's new Water Efficient Landscape Ordinance AB 1881. The landscape architect shall document and attest to the compliance with the new State ordinance on the final landscape plans. Applicant shall submit and obtain from the Community Development Department approval for final landscape and irrigation plans.

Performance Standards

The project is subject to the Performance Standards of the East Street Corridor Specific Plan. The East Street Corridor Specific Plan defers to the Zoning Ordinance. Commercial performances standards follow below:

SEC. 25-16-40 PERFORMANCE STANDARDS

(a) All uses or activities shall be conducted wholly within completely enclosed buildings, except for auto service stations, off-street parking and loading facilities, temporary outdoor uses, vehicle leasing, sales and service, or where in the opinion of the zoning administrator the use is incidental to a principal use on the premises and the proposed outside use is in character and harmony with the surrounding area. The project as conditioned, meets this standard.

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(b) All uses adjacent to residential zones shall be located, oriented and designed so as to be compatible with said residential zones. The project as proposed, meets this standard.
(c) Fencing and landscaping adequate to screen development from adjacent residential zones along rear and side property lines. The project is conditioned to provide an eight foot rear yard wood fencing to screen the property along the western and southern property boundary sufficiently to hide any temporary outdoor storage of material or equipment.
(d) As conditioned maximum noise level at property lines not to exceed sixty-five dBA Ldn.
(e) As conditioned outside storage of solid wastes and containers for solid waste, containers, merchandise, or other items or goods awaiting pickup, sale, or other disposition shall be prohibited except where screened to the satisfaction of the planning commission or the zoning administrator.
(f) Additional landscaping may be required in order to provide an aesthetically pleasing entrance to the city. The project as purposed meets this requirement.

Community Design Standards

The project site as conditioned complies with the City's Community Design Standards.

Design Standards for Development

Design elements and qualities that are incorporated into the project include:

- Variety of surface texture
- Wall articulation and relief
- Roof overhangs proportional to the scale of the adjoining building wall
- Regular rhythm of windows
- Significant landscaping that complements the buildings

Architect's Development Concept

As submitted by Duane Thompson

The design concept evolved directly from the planning regulations for this zoning involving mixed use of commercial and residential. Square feet was limited by economics and a desire to stay under 5,000 sf. We wanted the office and residential portion to be nearer the street. We wanted long lasting economical materials echoing industrial and iconic local themes so we looked at corrugated siding. A live/work environment dictated the configuration.

The materials and colors being proposed include:

MATERIALS	**COLORS**
Composition shingles roofing tiles	Medium warm grey blend
Steel Corrugated siding	Mystique Plus
Steel Corrugated siding Balcony	Classic Green
Steel Corrugated siding shop siding	Copper Penny
	White accent on buildings

The building design as proposed and conditioned is consistent with the Community Design Standards.

Public Art

The community design standards require public art to be part of all commercial developments. The project is conditioned to meet this obligation as follows: Applicant shall incorporate public art into the development per Community Design Standards. Public art shall be reviewed and approved and installed prior to the final certificate of occupancy.

Signage

Article 22 of the Zoning Regulations and the Community Design Standards addresses sign requirements. The applicant shall submit a sign plan for approval prior to the issuance of building permits which will be reviewed for consistency with City requirements.

Conditional Use Permit

Article 27 of the Zoning Regulations commencing with Section 25-27-01 addresses conditional use permits. The Planning Commission may approve, conditionally approve or deny an application for a conditional use permit; and in authorizing a conditional use, may impose such requirements and conditions with respect to location, construction, time period, maintenance, and operation, as deemed necessary for the protection of adjacent properties and the public interest, when reasonably related to the use of the property. Before granting any conditional use permit the Planning Commission shall be satisfied that, the proposed structure or use conforms to the requirements and the intent of this chapter and the General Plan. The zoning designation for the site is The East Street Corridor Specific Plan Zone F Service Commercial.

Appeals

Any party adversely affected by the decision, the City Council, an individual city council member, or the city manager, may appeal any action of the Planning Commission with respect to a zoning change to the City Council within fourteen (14) days after the action of the Planning Commission. No conflict of interest shall exist solely by reason of the filing of an appeal by the City Council, an individual city council member, or the city manager. Any such appeal shall be filed with the city clerk and, except an appeal by the City Council, a City Council member, or the city manager, shall be accompanied by a filing fee as prescribed by City Council resolution. Upon the filing of an appeal, the city clerk shall set the matter for hearing. Such hearing shall be held within thirty days after the date of filing the appeal. Within ten days, or at its next regular meeting following the conclusion of the hearing, the City Council shall render its decision on the appeal. (Ord. No. 1203, § 1 (Exh. A)(part); Ord. No. 1235, § 2 (part); Ord. No. 1261, § 2 (part); Ord. 1339, § 1 (part); Ord. No. 1350, § 1.).

Recommendation

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

3. Receive the staff report;

4. Conduct the public hearing;

5. Adopt Resolution No. PC - _____ approving the Conditional Use Permit, Site Plan, and Design Review to permit a multi-use development project including two live-work buildings approximately 1,200 square feet each with combined residential/commercial or office uses, and two 1,000 square foot service commercial shops in which major auto repair may be an allowed use, at 1216 East Street Beamer Street in the East Street Corridor Specific Plan - Zone F. (Attachment 1)

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Attachments:

1. Planning Commission Resolution
    a. Exhibit A - Conditions of Approval
    b. Exhibit B - Site Plan and Elevations

2. General Application

RESOLUTION NO. PC 15 - _____

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WOODLAND APPROVING A CONDITIONAL USE PERMIT TO ALLOW THE CONSTRUCTION OF A MULTI-USE DEVELOPMENT ON A 0.35 ACRE LOT AT 1216 EAST BEAMER STREET IN THE EAST STREET CORRIDOR SPECIFIC PLAN ZONE – F SERVICE COMMERCIAL

WHEREAS, the Woodland Planning Commission held a duly noticed public hearing on April 16nd, to review and consider a request from Robert Lopez for a Conditional Use Permit to allow the construction of a multi-use development on a 0.35 acre lot at 1216 East Beamer Street (Exhibit B); and

WHEREAS, the proposed project conforms to the City of Woodland General Plan and Zoning Ordinance, in that the use is conditionally permitted in the Service Commercial Zone, is consistent with the zoning and general plan, and appropriate conditions have been made part of the approval (as provided for in Exhibit A); and

WHEREAS, the site for the intended use is adequate in size, shape, topography, accessibility, and other physical characteristics to accommodate the use and required provisions of the Zoning Code and satisfies all minimum physical standards required under the City's Zoning Code for a multi-use development; and

WHEREAS, the proposed use will be organized, designed, constructed, operated, and maintained so as to be compatible with the character of the area as intended in the General Plan; and

WHEREAS, the proposed use will not constitute a nuisance or be detrimental to the public welfare of the community, in that the intensity of the use is modest and designed at the minimum functional height required, and the use would be consistent with existing and permitted uses in the area; all conditions and requirements deemed necessary and in the public interest have been or will be met as they have been imposed on the application approval to reduce the impact of the use on adjacent properties and vicinity; and there are no significant privacy, noise, traffic, or parking concerns raised by the use; and

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), the proposed modified use is categorically exempt from further environmental review pursuant to CEQA Section 15332 which exempts infill development projects that are consistent with applicable general plan and zoning designations, policies and regulations; that are within city limits on a project site of no more than five acres and substantially surrounding by urban uses; where the project site has no value as habitat for endangered, rare or threatened species; where project approval will not result in any significant effects relating to traffic, noise, air quality, or water quality; and where the site can be adequately served by all required utilities and public services; and

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

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

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

1. Finds that the proposed project meets all standards for a multi-use development, as provided for in the City's Zoning Code.

2. Approves the Conditional Use Permit (CUP) allowing the applicant, Robert Lopez, to develop a 0.35 acre parcel at 1216 East Beamer Street in the East Street District – F Service Commercial, subject to the Conditions of Approval included in "Exhibit A".

PASSED AND ADOPTED by the Planning Commission of the City of Woodland at a regular meeting on the April 16th, 2015, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Chris Holt, Chairperson
ATTEST:

_____
Cindy Norris, Planning Commission Secretary

Exhibit A – Conditions of Approval
Exhibit B – Project Site Plan and Elevations

Exhibit A

CONDITIONS OF APPROVAL

PLANNING

1. The project is as described in the staff report prepared for the April 16th Planning Commission meeting to allow two live-work buildings, approximately 1,200 square feet each, and two 1,000 square foot service commercial shops, in which auto repair may be considered as an allowed use, at 1216 East Beamer. The project shall be carried out in substantial compliance as depicted on the submitted Site, Elevations, and Landscape Plans dated 3-13-2015, included in Exhibit B, except as modified in these conditions of approval and with any changes necessary to meet city codes and specifications.

2. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City Attorney.

3. Prior to issuance of a Certificate of Occupancy, all conditions of approval and required improvements shall be completed to the satisfaction of the Community Development Department. Design changes that require modifications to uses, elevations or site features other than discussed herein, shall be submitted for review and approval through the planning review process as a Design Review.

4. Prior to submittal for plan check, the applicant shall submit plans and elevations for review and approval by the Community Development Department. Once the final design drawings have been approved by the Community Development Department, two sets of the final planning project review plan set shall be provided to the Community Development Department to be date stamped and included in the project file. This set of plans shall be used for reference during the plan check review process. This Final Plan set shall include all conditions of approval incorporated or clearly listed on the plans. The conditions shall be printed on a full-size plan sheet(s).

5. Revised plans and building elevations incorporating all conditions of approval shall be coordinated and submitted to the Community Development Department as one package in accordance with plan check requirements. All plans, including site, landscape, lighting, mechanical and street improvement plans shall be coordinated for consistency prior to issuance of permits (such as encroachment or building). Any changes to the size, colors, construction materials, design or location of any structure or any other site or landscape improvement shall not be made without prior city approval.

6. Applicant shall provide the Community Development Department with a check for the sum of $25.00 made out to Yolo County to record the environmental document with Yolo County.

7. The Conditional Use Permit shall not be issued until the appeal period has expired or final action on an appeal has been rendered.

8. The approval period for the Conditional Use Permit shall become null and void after a period of twelve (12) months, if either the use permit has not been used or if substantial construction in good faith reliance on the approval has not commenced subsequent to such approval. The Community Development Director may extend the approval of a use permit for one (1) additional year, with the same conditions of approval, if circumstances have not changed. The request in writing must be received prior to the expiration of the use permit.

9. At the time of submittal for building permit, Site Plan Review shall be performed by the Community Development Department to ensure substantial compliance with the approved set of plans, pursuant to the requirements of Section 25-21-60 of the Zoning Ordinance.

10. Secure approval and satisfy requirements of all agencies that have jurisdiction.

11. Applicant shall provide a color and materials sample board to be approved by the Community Development Department prior to issuance of a building permit.

12. The applicant shall be responsible for informing all subcontractors, consultants, engineers or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements herein in the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities.

13. Shop space in the rear half of the parcel shall be leased in union with the live/work units. The shop spaces shall not be leased as a stand-alone business or use.

14. At no time shall the live/work space be leased solely for residential use. Residential uses shall be combined/associated with commercial or office uses in each unit. Office use alone shall be permitted.

15. A plan check fee shall be required by the Community Development Department when an application for a building permit is submitted.

16. The exterior noise level at the neighboring property line shall not exceed 65 dBA DNL.

ENVIROMENTAL

17. Projects with automotive related business or food service with the potential to introduce fats, oils, and grease (FOG) into the City's wastewater collection system are required to install and maintain an appropriate pretreatment device (City Code Section 19-2-9).

SITE PLAN

18. Final plans shall comply with the design requirements in the East Street Corridor specific Plan.

19. Roof mounted mechanical or utility equipment visible to the public shall be screened. The method of screening shall be architecturally integrated with the structure in terms of

materials, color, shape, and size. Applicant to provide written verification that proper screening will block the visibility of roof mounted mechanical or utility equipment from the public.

20. Any new ground mounted mechanical or utility structures, including transformers shall be underground or located behind buildings where possible. If not possible, adequate screening shall be provided on three sides. Screening may include a combination of landscaping and masonry or lattice walls subject to Community Development Department approval.

21. Establish separate driveways for 1216 East Beamer and 1214 East Beamer. Driveway leading on to 1216 East Beamer shall comply with fire comments and be a minimum of 20 feet wide. The driveway for 1214 East Beamer shall meet code requirements for residential lots.

22. For each independent building a single joint entryway shall be established for live/work units.

23. Applicant shall incorporate public art into the development per the City of Woodland Design Standards. Public art shall be illuminated to the satisfaction of the Community Development Director and must be reviewed and approved by the Planning Commission prior to installation. Public art shall be completed prior to the issuance of Certificate of Occupancy.

24. Only two addresses shall be established one for each live/work unit.

25. A six foot tall redwood fence shall be constructed along the rear property boundary and along the western property boundary sufficient to hide any temporary outdoor storage of material or equipment.

USES

26. For the two back shop buildings, of approximately 2,000 square feet, uses of equal or lesser intensity than that of a major auto use shall be permitted under this CUP at the discretion of the Community Development Director. Such uses might include Cabinet/Carpenter, Machine Shops, Welding Shops, and Contractor shops. At the discretion of the Community Development Director, uses that are considered more intensive shall be required to obtain a Conditional Use Permit Modification and shall be subject to those procedures as set forth in Section 25-27-80 of the Zoning Ordinance. Uses generally permitted without a CUP within Zone F of the East Street District, shall be a permitted use of the property.

27. The hours of operation for commercial activity shall be between 7AM and 7PM Monday thru Sunday.

TREE PLAN

28. Prior to issuance of a building or grading permit, and prior to removal of any trees on site, applicant shall provide a tree plan consistent with Section 20A-1-090 of the Municipal Code, which shall contain the following information:

a. Contour map showing the location, size, species and condition of all existing trees which are located upon the property proposed for development;
b. Identification of those trees which the applicant proposes to preserve and those which are proposed to be removed and the reason for such removal;
c. A program for the preservation of street trees, heritage, specimen, landmark trees and trees with aesthetic value (trees with a nine-inch diameter or larger, measured fifty-four inches above the ground, in healthy condition) during and after completion of the development project, as required in the city standard specifications, engineering design standards, Section 8, grading and erosion control;
d. A program for the replacement of any trees proposed to be removed, as required by Municipal Code Section 20A-1-100; and
e. Any change in the trees to be saved and/or removed as designated on the approved development plan shall only be permitted upon the written approval of the director.

29. The preservation of street trees, heritage, specimen, landmark trees and trees with aesthetic value (trees with a nine-inch diameter or larger, measured fifty-four inches above the ground, in healthy condition) during and after completion of the development project, as required in the city standard specifications, engineering design standards, Section 8, grading and erosion control.

30. Any change in the trees to be saved and/or removed as designated on the approved development plan shall only be permitted upon the written approval of the director.

LANDSCAPING

31. Applicant shall comply with the City Ordinances and applicable State of California's Water Efficient Landscape Ordinance. The landscape architect shall document and attest to the compliance with the new State ordinance on the final landscape plans.

32. Applicant shall submit for review and receive final approval from the Community Development Department for a landscape and irrigation plan prepared in accordance with Article 22 of the Zoning Ordnance and Community Design Standards prior to the issuance of building permits.

33. Shade trees shall be planted and evenly distributed within the uncovered portions of the auto parking area (employee and customer) so that at the tree's maturity, forty percent (40%) of the parking stalls and back up area will be in shade at high noon at such times as the trees have full foliage, consistent with Section 25-22-20(b)4. The landscape architect shall document the calculations and attest to this on the final landscape plan. A shade calculation diagram shall be provided for review and approval.

34. Landscape Plan shall indicate 3-inches of top dressing (bark) be used in all planter beds.

35. Vegetative matter shall cover 75 percent (75%) of the landscape area. The landscape architect shall document the calculations and attest to this on the final landscape plan.

36. For landscaping on private property, a minimum of 15-gallon (or larger) trees is required. Landscaping on private property can also use shrubs from 1-gallon containers. All landscape stock shall be inspected by the project landscape architect prior to installation. No root bound plants shall be used; only healthy, well-formed, and vigorous plant material shall be used. Landscape architect to provide written verification as to plant health.

37. Trash enclosures are required to have landscaping on three sides to provide screening.

LIGHTING

38. Lighting shall be confined to the site boundaries and to provide safety and security. All building entrances and pedestrian ways shall be adequately lighted pursuant to the City Code and the requirements of the Police Department.

39. Exterior lighting has not been provided. Exterior lighting design needs to reflect the architectural design of the building. Exterior lighting design to be reviewed and approved by the Community Development Department.

40. Lighting shall be shielded from neighboring properties and directed at a specific task or target. Exposed bulbs are prohibited.

41. Parking lot light poles shall not be taller than the buildings within the development, or a maximum of 20 feet above grade whichever is less. The applicant shall submit a specification for any proposed light poles and base, for review and approval by the Community Development Department, prior to issuance of a building permit.

42. Photometric data must be provided to indicate that the employee and customer parking area(s) will be equipped with one (1) foot-candle of minimum maintained illumination per square foot of parking surface to include the entire paved area. The parking area shall be illuminated from dusk until the termination of business every operating day. Photometric data must also confirm the absent of "Hot Spots" or areas of ten (10) foot-candle of illumination per square foot or more.

SIGNS

43. Obtain a building permit for any signs prior to installation. All signs shall be in compliance with the City Council approved East Street Corridor Specific Plan, Zoning Ordinance and approved by Community Development Department the prior to installation.

BUILDING

44. This project shall meet all criteria and mandates for these City adopted codes or the most current code:

    A. 2013 California Building Code
    B. 2013 California Plumbing Code
    C. 2013 California Mechanical Code
    D. 2013 California Electrical Code
    E. 2013 Building Energy Efficiency Standards

F. 2013 California Green Building Code
G. The Code of the City of Woodland

45. Other City and County Agencies (Health, Fire, Public Works, and Planning, Air Resources Board) may be required to approve the project prior to a building permit being issued.
46. As part of any Demolition: YSAQMD release is required prior to the start of any work being performed; including investigation work. An asbestos report will be required. Contact YSAQMD for requirements.
47. Recycle plan is required at time of permit issuance along with a $1000 deposit.
48. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.
49. All plans, computations, and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
50. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building and project area.
51. Entire area of development and the path of travel from sidewalk [public way] shall comply with the California Building Code for Accessibility. When conflicts exist between the ADA and the California building Code the standard that provides the greatest degree of accessibility shall comply.
52. Accessibility Compliance: Any unauthorized deviations from such regulations or building standards shall be rectified by full compliance within 90 days after discovery of the deviation.

DEVELOPMENT ENGINEERING

53. As part of the site plan approval, owner will need a reciprocal access agreement for construction and maintenance of common driveway between both parcels. Building and encroachment permit shall not be issued without documentation of the easement, CC&R's, or recorded third party agreement (limiting sale of the properties) with the City or other mechanism approved by the City.

54. Owner will need to pay development fees that are included in the cost of the building permit and are due prior to issuance of the building permit, and any other applicable.

55. In accordance with the City Ordinance project shall obtain an encroachment permit for any work within the public right-of-way.

56. Owner shall prepare improvement plans for all work within the public right-of-way and submit them to the Public Works department with encroachment permit application for review and approval. Prior to building permit issuance, applicant shall obtain encroachment permit, post security for the full cost of the public improvements, and enter an Improvement Agreement if the estimated cost of the public improvements is greater than $50,000. This

submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.

The following public improvements are required as a condition of development of this site, and shall be completed prior to certificate of occupancy:

- Water services shall include backflow prevention devices and water meters. A separate meter for irrigation is recommended. The applicant shall update all utility connections to current City Standards. This may include but is not limited to installation of new meter boxes, backflow prevention, cleanouts and/or laterals in a location approved by the Public Works Department. The water service serving the two properties shall be separated into two distinct metered services. The new project shall pay the surface water impact fee for the new meter, even if the new service is installed on the adjacent property.

- Backflow protection devices are required on all commercial and landscape irrigation water services for the project. Applicant shall install approved backflow devices on all services that serve the project site including domestic and irrigation. Backflow devices shall be tested by a City-approved tester and results provided to the Public Works Department prior to occupancy.

- With a building permit, the owner(s) shall repair any cracked, broken or otherwise damaged sidewalk, curb and gutter along the parcel frontage.

- All driveways shall be constructed/reconstructed to meet City Standards and ADA requirements; existing driveway shall be evaluated by City and removed and replaced as necessary to meet this requirement.

57. Project shall include low impact development standards to minimize storm drain run off, applicant shall submit a plan to minimize run off to the City for approval. The plan shall include such measures as bioretention basins, porus pavement, dry wells/trench drains, or other approved method. Applicant shall enter into a maintenance agreement for such measures prior to certificate of occupancy.

58. If more than 5,000 square feet of asphalt is disturbed, site shall comply with General Site Design Control Measures, Site-Specific Source Control Measures, and Treatment Control Measures as established in the Technical Guidance Manual for Storm Water Quality Control Measures. If the project is unable to meet pre-treatment requirements, applicant shall pay a storm water treatment in-lieu fee.

59. If less than 5,000 square feet is disturbed, applicant shall protect storm drain inlets, per the City's Stormwater Ordinance, to prevent anything besides storm water from entering the system.

FIRE

60. Access road for fire department apparatus is shall be a minimum of 20 feet. No-parking fire lanes shall be required to be marked in approved locations where parking of vehicles may restrict the 20 feet access lanes.

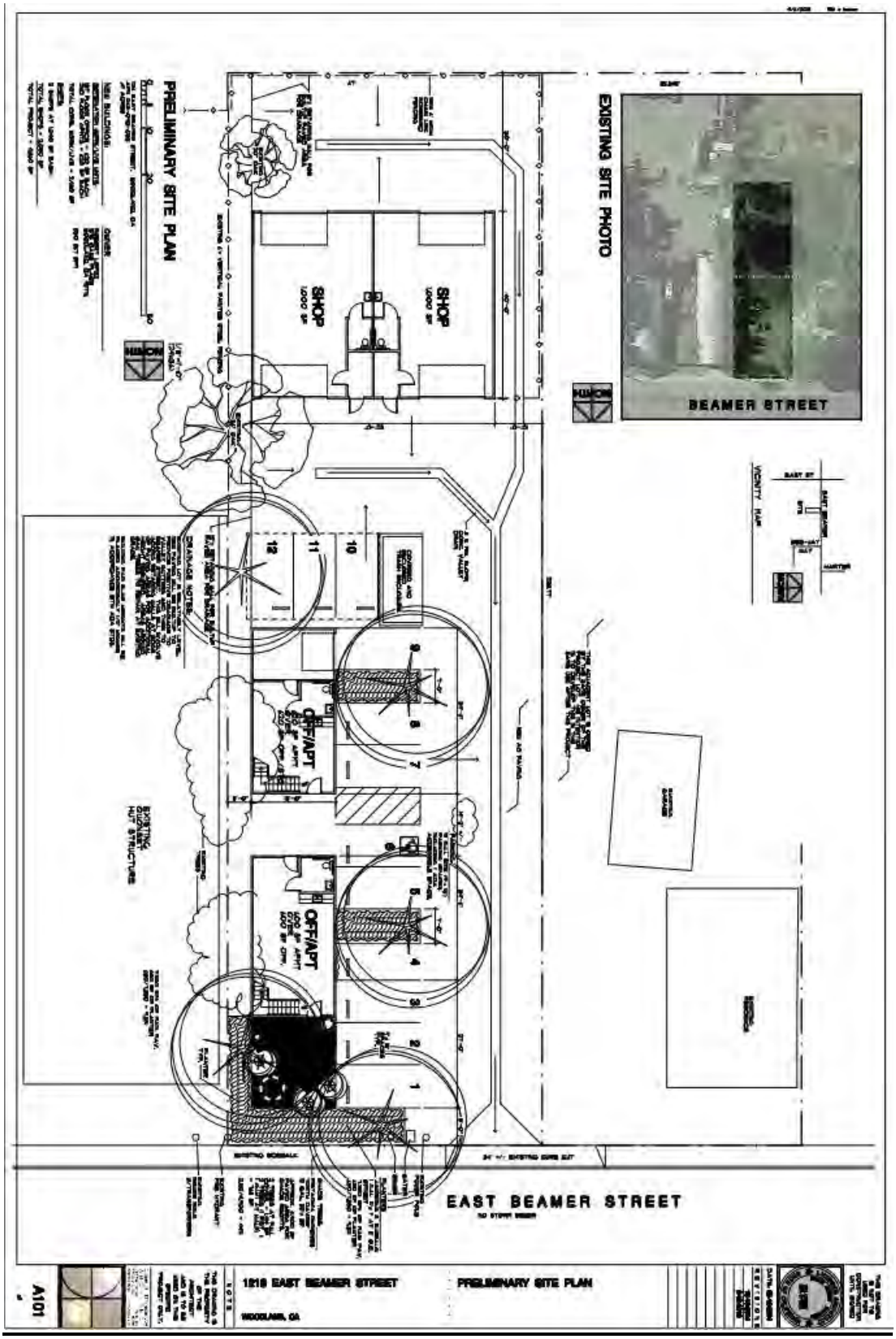
61. Access road shall be asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds under all weather conditions.

62. Access gates to control vehicle access are to be located to allow a vehicle waiting for entrance to be completely off the intersecting roadway. A minimum clear open width of 20 feet shall be provided. If gates are to be locked, a Knox system shall be installed. Gate plans shall be submitted for approval to the fire department prior to installation

63. Approved address numbers shall be placed on all new buildings in such a position as to be plainly visible and legible from the street or road fronting the property and within internal access roads and drives. Number shall contrast with their background.

64. An automatic fire sprinkler system shall be installed in the office/apartment (live/work) buildings. System shall be designed and installed per NFPA 13R, 2013 Edition. Fire sprinkler plans shall be submitted to the fire department as a deferred submittal.

Exhibit B


EXISTING SITE PHOTO
BEAMER STREET
PRELIMINARY SITE PLAN
SHOP
SHOP
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OFF/APT
EAST BEAMER STREET
1219 EAST BEAMER STREET
PRELIMINARY SITE PLAN
WOODLAND, GA
A101

1216

1216

City of Woodland

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

General Application Form

1. Owner/Applicant

PROPERTY OWNER: ROBERT LOPEZ

MAILING ADDRESS: 1575 CASE PLACE

CITY STATE ZIP CODE: WOODLAND, CA 95[redacted]776

PHONE NUMBER: 530-867-3199

E-MAIL ADDRESS: Robertlopezc@yahoo.com

PROJECT APPLICANT: DUANE THOMSON

MAILING ADDRESS: 712 MAIN ST, SUITE 102

CITY STATE ZIP CODE: WOODLAND, CA 95695

PHONE NUMBER: 530 666 4680

E-MAIL ADDRESS: DRTAIA@AOL.COM

2. Application Requested

- ☐ General Plan Petition
- ☐ Zoning Amendment
- ☐ General Plan Amendment
- ☐ Tentative Subdivision Map
- ☐ Tentative Parcel Map
- ☐ Lot Line Adjustment
- ☒ Site Plan Review $2357
- ☒ Design Review $1222
- ☐ Sign Design Review
- ☐ Conditional Use Permit (CUP)
- ☒ Zoning Administrator Permit $821.37
- ☐ Variance
- ☐ Public Convenience or Necessity
- ☐ Other _____

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

3. Project Description

Project Name: 1216 E. BEAMER

Site address or location: 1216 E. BEAMER

Total Acres or Square Feet: .41 ACRES 4,560 SF BUILD.

Assessor's Parcel Number: 063-090-035

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

Does this request include signage? ☐ Yes ☒ No

4. Justification for Request

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

PLNG14-00084

5. General Plan Amendment

Existing General Plan Designation	Gross Acres	Proposed General Plan Designation	Gross Acres

6. Zoning Amendment

Existing Land Use Zone	Gross Acres	Proposed Land Use Zone	Gross Acres

7. Residential Development

No. of residential units are being requested? ____

Single Family ____ Half-plex ____

Duplex ____ Apartments 2

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
DEC - 2 2014
City of Woodland
Community Development

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

Applicant: Roberto Lopez **Date** 12/2/14

Legal Owner: **Date**

Legal Owner: **Date**

DEPARTMENT USE ONLY

Amount Paid: ____ Project No: ____

Amount Due:: ____ Logged by: ____ Date: ____

GP / Zoning Designation: ____ Planner: ____ Date: ____

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Legislation Details (With Text)

File #:	14-632	Version:	1	Name:	
Type:	Public Hearing Item			Status:	Agenda Ready
File created:	3/10/2015			In control:	Planning Commission
On agenda:	4/16/2015			Final action:	

Title: Cal West Tentative Subdivision Map #5075, Spring Lake Specific Plan Area (PLNG 15-00018) - Request by Cal West Investors, LLC and Optimistic Partners, LLC, to approve a new Tentative Subdivision Map (TSM #5075) for 225, R-8, single family lots, and amendments to the Development Agreement for 44.97 acres of the Cal West project site located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue, within the Spring Lake Specific Plan Area.
Location: The subject property is located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue. The property extends west along the Farmer's Central Road alignment, west of Harry Lorenzo Avenue, to State Highway 113 (SR 113).
Applicant/Owner: Cal West Investors, LLC and Optimistic Partners, LLC
Environmental Report: The project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR, including Addendum #11 pertaining to the rezoning of portions of the Cal West project site, approved February 3, 2015.

APN: 041-070-051, 041-070-054 & 041-070-055

Project Planner: Erika Bumgardner, Senior Planner

Staff Recommendation: Recommend City Council Approval with Conditions

Sponsors:

Indexes:

Code sections:

Attachments:
- ATT 1_ Planning Commission Resolution
- ATT 2_(Ex 2 to ATT 1)_Tentative Subdivision Map No. 5075.pdf
- ATT 3_City Council Ordinance
- ATT 4_(Ex 1 to ATT 3)_Second Amendment to the Development Agreement
- ATT 5_(Ex C)_Conditions of Approval TSM 5075
- ATT 6_General Application + Justification Statement.pdf
- ATT 7_2013 Amended and Restated DA + MOA.pdf
- ATT 8_2015 First Amendment DA.pdf
- ATT 9_Arborist Report 2011.pdf

Date	Ver.	Action By	Action	Result

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City of Woodland

Planning Commission April 16, 2015

Cal West Tentative Subdivision Map #5075, Spring Lake Specific Plan Area (PLNG 15-00018) - Request by Cal West Investors, LLC and Optimistic Partners, LLC, to approve a new Tentative Subdivision Map (TSM #5075) for 225, R-8, single family lots, and amendments to the Development Agreement for 44.97 acres of the Cal West project site located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue, within the Spring Lake Specific Plan Area.

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APN: 041-070-051, 041-070-054 & 041-070-055

Project Planner: Erika Bumgardner, Senior Planner

Staff Recommendation: Recommend City Council Approval with Conditions
Report For: Planning Commission Public Hearing, April 16, 2015

General Plan Designation: Medium Low Density Residential (MLDR) and Open Space

Current Zoning: Single Family Residential (R-8) and Park

Specific Plan Designation: Spring Lake Specific Plan, Neighborhood "A"

Existing Land Uses: Spring Lake Specific Planning Area (vacant and 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-5
South	Vacant/Undeveloped	Spring Lake Remainder Area
East	Vacant/Undeveloped	Multi-Family/R-20 and Single Family/R-5
West	State Highway 113	N/A

Pending/Potential Action

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

1) Receive the staff report;

2) Conduct the public hearing;

3) Adopt Resolution No. PC15-_____, recommending City Council: 1) approve the Cal West Tentative Subdivision Map No. 5057 (**Attachment 2**) in accordance with the Conditions of Approval; and 2) adopt Ordinance No. ____, authorizing the Second Amendment to the Project Development Agreement between Cal West Investors, LLC and Optimistic Partners, LLC, and the City of Woodland (**Attachment 3**).

Project Site Description

The Cal West project site encompasses approximately 44.97 acres of vacant land located on three parcels within the Spring Lake Planning Area. 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 SR 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 (**Attachment 7**) 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.

On February 3, 2015, the City Council approved General Plan and Spring Lake Specific Plan amendments to rezone both the 5.89 acre, R-15 site (the "remainder parcel") and the 2 acre Neighborhood Commercial site to R-8, Residential Single Family. The eight acre park site was reconfigured slightly to front solely along the southern boundary of the project site.

The newly proposed Tentative Subdivision Map #5075 (the subject of this report) includes the entire 44.97 acre Cal West project site. TSM 5075 supersedes the former TSM 4991, however, it maintains the prior 176 units on the northern portion of the project site, but also includes the subdivision of the two rezoned sites to the south, adding an additional 49 single family lots to the overall Cal West project site for a total of 225 single family lots.

Project Proposal

The applicant is requesting approval of Tentative Subdivision Map #5075 and a Development Agreement Amendment. The requested map will supersede the prior subdivision map (TSM #4991) approved in 2013. TSM #5075 will encompass the entire 44.97 acres of the Cal West project site. The map proposal includes: 1) 35.71 acres of land developed as single family, R-8 in four phases; 2) 7.55 acres of park/open space identified as "Remainder" area on the map; 3) 0.88 acres of highway buffer (Lot "A"); 4) 0.09 acres dedicated for tree preservation and a mini-park (Lot "B"); and 5) 0.21 acres of greenbelt (Lot "F"). **(See Attachment 2)**

Tentative Subdivision Map

The City of Woodland's Subdivision Ordinance, Section 21-4-6 Phasing plan, outlines the requirements for phasing of tentative maps. The current project proposes to split the subject map into four phases. Phase I is 11.45 net acres and 74 single family units (6.46 dwelling units per acre, "du/ac"). Phase II is 11.02 net acres and 68 single family units (6.17 du/ac net of Lot "B"). Phase III is 7.20 net acres and 48 single family units (6.67 du/ac). Phase IV is 6.03 net acres and 35 single family units (5.80 du/ac). This map will provide for an overall density at the lower end of the range allowed under the R-8 category (6 to 8 dwelling units per acre). Phases I through IV will have a combined density of 6.30 dwelling units per acre with a total of 225 single family units.

The "Remainder" 7.55 acre park parcel shall be partially constructed by the applicant/owner (a minimum of 2 acres, including irrigation, turf and a play structure consistent with a Park Improvement Master Plan) with construction of Phase I of the map. After a notice of completion is issued by the City for the initial 2 acre park improvements, the owner shall transfer ownership of the entire N1 Park property (7.55 acres) to the City pursuant to the terms of the Purchase and Sale Agreement required under Section 4.11.2 of the Development Agreement (First Amendment) (**Attachment 8**).

As stated, the development proposes 225 R-8 lots with lot widths ranging from 40 to 90 feet with an average 52 -foot lot width. This meets the minimum requirements of Table 2.4, Spring Lake Specific Plan Area

Requirements for R-8 Lots. Lot depths range from 74 to 148 feet with an average 90 foot lot depth. The lot sizes range from 3,400 square feet to 9,854 square feet with an average of 4,857 square feet.

Lot layout is generally consistent with neo-traditional qualities as identified in the plan and will provide homes that primarily front on to local streets. The project map also provides for homes to front on to the proposed future park. Street layout is primarily gridded with a limited number of lots in cul-de-sacs.

Infrastructure:

Project access will be primarily from the collectors Harry Lorenzo Avenue and Farmers Central Road to future local streets “D” and “F”. The development will provide for the partial improvement of the perimeter collector street, Harry Lorenzo Avenue. The existing 50 foot right-of-way and 22-foot wide existing paving, will be expanded to 72-feet right-of-way with 40 feet of pavement, curb and gutter provided on both sides and sidewalk and landscaping on the west side. The project will construct the entire street section except the east side landscaping and sidewalk. The development will construct the remaining local streets. “D” Street, adjacent to the future park, will be fully constructed, to include curb, gutter, sidewalk and landscaping on both sides. In order to construct “F” Street, the applicant will be required to obtain right of way from the adjacent northerly property (Oyang).

Two roundabouts at Harry Lorenzo Avenue and “F” Street and Harry Lorenzo Avenue and Farmers Central Avenue will constructed with the first phase if not constructed by others (i.e. Heidrick Ranch). Two subdivision trails have been provided to connect Harry Lorenzo Avenue to the internal streets and to break up the block length on streets “E” and “H”.

The project is required to construct a 10-foot high sound wall along the west property boundary, adjacent to SR 113. A 28-foot landscape setback, shown as Lot “A”, has been provided between the Caltrans ROW edge and the back of the homes (sound wall location). Lot “A” will be within the City’s Landscape and Lighting District, which funds maintenance of landscaping and sound walls. The setback provides sound, visual and air quality buffering from SR 113 to the adjacent lots. The entire length of the project sound wall shall be constructed at one time, with the Phase III final map, including the portion of the wall adjacent Phase IV lots. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review prior to acceptance of final map for Phase III.

In order to accommodate the 28 foot landscape setback along the freeway edge, as described above, the project design has been modified to allow curb adjacent sidewalks on one side of the north-south local streets. This modification has allowed the project to maintain the lot count and minimizes reductions to lot width or depth. Staff recommends approval of this sidewalk modification in this instance in order to both provide benefit to lots at the west boundary and to provide for an enhanced visual treatment along SR 113.

The property has one significant Heritage Oak Tree located on site and a second Heritage Oak tree located just to the north. Lot “B” has been set aside as a future dedicated “pocket-park” to preserve the existing on-site tree. Future road improvements to the north side of the project will be designed to the extent possible to preserve the Oak tree located just off-site. Prior to issuance of the grading permit which impacts each Oak Tree, the applicant shall submit a tree protection plan to be included in the improvement plans to indicate measures

that will be taken to protect the trees during construction.

The proposed future park is not included as a part of this map application. However, to ensure adequate future improvements including access and bike path design, key development considerations have been included in the First Amendment to the Development Agreement (**Attachment 8**). In particular, Development Agreement Section 4.11 sets forth obligations of the owner to develop a portion of the N1, 8 acre park site and sets forth owner's obligations to transfer the N1 Park to the City (a more detailed discussion of park improvements is included below under Staff Analysis, *Park Design and Development*).

Development Agreement

Resolution No. 3542 adopted May 15, 1990 establishes procedures for the consideration of Development Agreements in Woodland, These procedures essentially parallel the requirements of Section 65864 et.seq. of the Government Code. The SLSP requires that each developer enter into a Development Agreement with the City. Development agreements allow the City to negotiate the vesting of certain development rights for the applicant in exchange for benefits to the City that might not otherwise be required of a developer. The City Attorney and staff have prepared a Development Agreement template for the City to use with all SLSP developers. 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 zoning and densities. The agreement was revised in 2013 ("Amended and Restated Development Agreement") as part of the prior Tentative Subdivision Map #4991 and entered into by both Cal West Investors, LLC and Optimistic Partners, LLC, as the two ownership entities. A "First Amendment to the Development Agreement" was adopted by City Council on April 7, 2015 as part of the rezone requests approved by City Council on February 3, 2015. A "Second Amendment to the Development Agreement" with updated Conditions of Approval is required in conjunction with review and approval of this project application and Tentative Subdivision Map (see **Attachments 3-5**).

APPLICABLE LAWS, CODES, AND ORDINANCES The project is subject to several laws, codes, and ordinances:

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

PUBLIC NOTIFICATION Public notice advertising for the public hearing on this project was prepared by

the Community Development Department in accordance with notification procedures set forth in the City of Woodland's Municipal Code and State Planning Law. Two methods of public notice were used:

1. Legal notice was published in the Woodland Daily Democrat on or before April 6, 2015.

2. Notices were mailed to all property owners within 300 feet of the project site.

Copies of the staff report for the proposed project have been on file at City Hall since April 10, 2015.

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 has subsequently adopted relevant CEQA Addenda to the Turn of the Century EIR. Addendum #11 was adopted by City Council on February 3, 2015 for the purposes of amending the Plan based on a request by Cal West Investors, LLC and Optimistic Partners, LLC to rezone portions of the Cal West project site.
Because the proposed land uses are similar to those studied in the SLSP, Turn of the Century EIR, and in Addendum #11 prepared November 19, 2014, the changes proposed are not substantial and will not require major revisions. Furthermore, the proposed changes will not create new or significant environmental effects which have not already been analyzed.

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. The following studies have been submitted in fulfillment of these requirements (SLSP, Development Regulation 2.4 and page 9-1):

- Biological Resources Assessment, Foothill and Associates June 15, 2011 (Development Regulation 7.1).
- Cal West Tentative Map Traffic Impact Study, Ferh and Peers, (SLSP Development Regulation 4.10, 4.11 and Mitigation Measure 4.6-1).
- Environmental Noise Assessment, Bollard Acoustical Consultants, Inc. July 19, 2011 (SLSP, Development Regulation 2-4 and page 9.1).
- Cultural Resources Inventory, Peak and Associates, Inc., May 31, 2011, (SLSP Development Regulation 2-4 and page 9.1).
- Arborist Report, Foothill Associates, June 14, 2011
- Phase I Environmental Site Assessment, R.S. Holdstock R.E.A, February 24, 2006, (SLSP Mitigation Measure 4.12-1).
- Geotechnical Engineering Investigation, Geocon Consultants, Inc. May 2011, and updated February 15, 2013.
- Water modeling to determine adequate fire flow, West Yost, July 2013.

City staff has reviewed each of these studies and reached the following conclusions: a) the studies satisfy the SLSP requirements; b) applicable requirements or conditions recommended in the study have been included as Conditions of Approval for this project; c) the studies identify no environmental circumstances specific to the site or the proposed project that were not previously anticipated and addressed in the original EIR and later addendums.

Specific conditions have been added to the project with regard to tree preservation and noise mitigation as follows:

Tree Preservation

An Arborist report (**Attachment 9**) for the site was prepared on June 14, 2011. The City regulates impacts to or removal of trees under Section 20A of the Municipal Code. Trees are defined as any woody plant with a trunk of 6 inches or more in diameter at breast height (54 inches above grade). Applications for new development must include a program for the preservation of the street trees, heritage, specimen and landmark tress and trees with aesthetic value. 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. Mitigation for removal of street trees is at a rate of two 15-gallon trees for each six inches removed.

The report identified a total of five trees, consisting of three Valley Oaks, one California Fan Palm, and one Canary Island Date Palm on the project site. An additional 16 Valley Oaks are located adjacent to and overhanging the project site. None of the trees were recommended for removal. Tree #37 in the report was identified as a Heritage Tree. One tree located off site, to the north, was also identified as a Heritage Tree.

Based on the identification of the two Heritage Oak Trees, staff has worked with the applicant to the extent possible to preserve these two trees. Tree #37 will be preserved on Lot B, which has been set aside for this purpose. Further, efforts will be made in evaluating street improvement plans to attempt to preserve the Heritage Oak tree located north of the project site.

A condition (COA #32) has been placed on the project with regard to preservation of the Heritage Oak Trees as follows:

- *Preservation*. 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 that impacts each Oak Tree, OWNER shall submit a tree protection plan to be included in the improvement plans that shall indicate measures to be taken to protect the trees during construction.

  - *The oak tree on Lot B shall be preserved in place. Lot B shall be dedicated to 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 the design approved by the Community Development Department and Public Works Departments prior to acceptance of the final map which dedicates Lot 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.*

  - *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 location)*

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

Noise

A noise analysis for the site was conducted on March 28 and 29, 2011, to evaluate the potential future noise impacts associated with SR 113. The findings were compared to the City's required General Plan Noise standards, which provide for a maximum 60 dB Ldn/CNEL within outdoor activity areas (backyards). A level of 65 dB Ldn/CNEL may be allowed assuming that all reasonable/feasible noise-mitigating construction (sound wall) has been included, and interior noise exposure criterion are met. Unmitigated noise on lots closest to SR 113 would be approximately 74 dB Ldn/CNEL. A barrier height of 10 feet from pad grade would satisfy a conditionally acceptable noise level standard of 65 dB Ldn/CNEL. Further, the additional lot setback of 28 feet from the Cal Trans Right of Way line will further mitigate noise and air quality concerns.

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

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documentation is required for the City to take action to approve this project.

Review Agency Comments

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

Staff Analysis

Staff supports this project subject to the recommended conditions of approval. The following analysis addresses key areas of the Spring Lake Specific Plan's policies and regulations as well as General Plan consistency review.

General Plan Consistency

The Spring Lake Specific Plan (SLSP) 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 project, with the proposed conditions of approval, Development Agreement and tentative subdivision map phasing, have been determined by staff to be consistent with the SLSP and General Plan.

Spring Lake Specific Plan Consistency

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

Key areas of development and subdivision review include the following:

Density - The SLSP establishes both maximum and minimum density for each land use category. For the R-8 category the minimum is six dwelling units per acre (du/ac) and the maximum is eight du/ac. Acreages are already "net," meaning that arterials, collectors, and plan-level (as opposed to project-level) open space have been deducted from the gross acreages. Local streets and subdivision trails have not been deducted. The net density for the project is 6.3 dwelling units per acre.

Affordable Housing Discussion - The Spring Lake Affordable Housing Plan requires that all residential projects provide certain percentages of units that are affordable to low and very low-income households. This Project requires nineteen (19) R-8 single family affordable units, based on a total unit count of 190 single family lots in Phases 1 through 3. (The affordable housing obligation for the 5.89 acre R-8 residential site located west of the park (Phase 4) has been 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.)

Inclusionary Housing Agreement - Prior to the City approving the applicant's Final Map, the applicant and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP).

Size and Design of Affordable Units - As allowed by the Affordable Housing Plan, affordable units may be smaller in square footage than the market-rate units. However, recognizing the need for larger units for larger families, a mix of bedroom numbers and square footage among for-sale units is desired. Also, affordable units shall have similar numbers of bedrooms as the market rate units in the same zoning district, and at similar proportions as the market rate units, as approved by the City's Housing and Redevelopment Staff.

The design of affordable units and the materials used in construction of affordable units shall be of an equal standard; however affordable for-sale units may feature different interior amenities than those of market-rate for-sale units.

It is the City's preference that the methodology to best meet the for-sale affordability requirement is through the payment of in-lieu

fees.

- The payment of fees provides greater certainty to the city and applicant in defining the affordability obligation;
- Allows the City to focus resources on individuals and households with the greatest need;
- Allows the City the ability to support housing needs independent of State and Federal subsidies and to reduce program administration burdens; and
- Allows the City to support those projects that best meet compact development goals, that use land and resources most efficiently, concentrates activity close to infrastructure, amenities and other community resources.

Fees collected in-lieu of providing the required ten percent (10%) low-income single family units may be utilized at the City's discretion to support eligible affordable housing projects city-wide as determined by the City Council. The fee has been set at a sliding scale based on land use density and is based on the approximately $51,000 per unit average historical required rental subsidy per unit. Within each land use category the subsidy per required affordable low- income unit is as follows:

R-4	$50,000 per unit
R-5	$40,000 per unit
R-8	$30,000 per unit

However, as this project has a previous approval, the applicant has indicated a willingness to work with staff to allow the consideration for the payment of in-lieu fees as provided in the following language (Attachment 4, Section 4.8):

> 4.8 Affordable Housing Single Family In-Lieu Fee. CITY and OWNER have agreed that the OWNER shall either elect prior to each final map, to enter into an Inclusionary Housing Agreement as set forth in the December 2007 Spring Lake Affordable Housing Plan, or, at the OWNER's option, elect to pay an affordable housing in-lieu fee not to exceed $30,000 per affordable unit. This project requires 19 single family affordable units, based on a total unit count of 190 single family lots in Phases 1 through 3. The affordable housing obligation for the 5.89 acre R-8 residential site located west of the park (Phase 4) has been met (see discussion in the February 3, 2015 City Council staff report.

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

Block length - Development Regulation 2.34 and Table 2.4 lists the maximum block length as 600 feet with the goal of 10 homes on one side of the street. The overall street length on "A" Street is approximately 1,200 feet. This is due to the project constraint of being located adjacent to the SR 113 to the west. In order to mitigate for the extended block length on the west side of Street "A", a condition of approval has been added to state that, *the home designs along Street "A" shall be designed to have significant variability in terms of front setback, mix of one and two-story, and building architectural frontage design. All homes along this stretch from extending from lot 174 to 196 shall have either a full usable front porch or a separated front patio extension with low walls.*

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

Lot Width Variation - Development Regulation 2.35.5 requires lot width variation. The intent of this regulation is to provide variation within a subdivision block. Lots in the subdivision vary from 40 to 90 feet with an

average of 52 feet.

Entry Sign - Per the Spring Lake Design Standards 1.6.2, the applicant has been conditioned to provide a neighborhood entry sign at the corner of "D" Street and Harry Lorenzo Avenue. An alternative second entry sign location (upon review and approval by the Community Development Director), may be located at the southeast corner of Lot F.

Bicycle / Pedestrian Access - Development Regulation 2.24 requires access connections for bicycles and pedestrians to open space, parks, and subdivision trails. Subdivision trails are internal trails required to improve pedestrian and bicycle circulation and provide increased connectivity to the planned SLSP multi-purpose trail system. They also act as separators between homes on blocks that contain more than 10 homes in a row. Subdivision trails are required to be a minimum of 25 feet in width and landscaped. The project contains subdivision trails (Lots D and E) to provide access from Harry Lorenzo Avenue internal to the site.

Park Design and Development - Development Regulations 5.1, 5.11.1, and 8.2 (as amended by the SLSP Settlement Agreement) establish two triggers for the required construction of neighborhood parks: 1) 60 percent build-out of each neighborhood; and 2) per various dwelling unit thresholds. Regarding the first trigger, neighborhood development is defined on page 2-10 of the SLSP. The subject subdivision is located in Neighborhood A. Presently, 60% build-out has not been achieved.

Regarding the second trigger, the first neighborhood park is triggered by the issuance of a building permit for the 650th dwelling unit equivalent (DUE), the second neighborhood park is triggered by the 1,950th unit, and the third neighborhood park is triggered by the 3,250th unit. Park construction is subsequently required to be completed within 15 months. Each single-family unit is equivalent to 1 DUE and multi-family units are equivalent to 0.66 DUE. Number of permits issued to date are 1,895 single family and 827 multi-family, or a DUE amount equivalent to 2,440 DUE units. An additional 810 building permits will be required to trigger the park construction assuming the Cal West N1 Park will be the third neighborhood park constructed. However, staff is aware of Spring Lake residents' concerns regarding the timing of park improvements within the community. Acknowledging residents' desire to see park improvements completed in the near term, the amended Development Agreement sets forth obligations of the owner to develop a portion of the N1, 8 acre park site with the first phase of project development as follows:

1. The owner shall fund the creation of a Park Improvement Master Plan for the entire 8 acre N1 park site. The Park Improvement Master Plan shall define the design of the N1 park improvements sufficient to determine the location of the permanent play structure within the first two acres to be built and other anticipated future park improvements.

2. Prior to approval of the first final map for the Phase I development, the owner and city shall negotiate and execute a Purchase and Sale Agreement (PSA) that will provide for the purchase by city of the N1 Park.

3. Prior to issuance of the fiftieth (50th) building permit issued for the Cal West project, the owner shall commence construction of 2 acres of the 8-acre park. Such construction shall include at a minimum irrigation and turf and installation of a play structure consistent with the Park

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Improvement Master Plan.

4. After the city issues a Notice of Completion for the N1 park initial 2 acre improvements, the owner shall transfer ownership of the entire N1 Park property to the city pursuant to the terms of the Purchase and Sale Agreement.

Improvements to the remaining 6 acres of park are at the discretion of the City and subject to availability of sufficient Spring Lake Park SLIF fees to complete construction of the remaining improvements.

Energy Efficiency - The project shall comply with minimum energy efficiency standards provided in Development Standard 2.25 which requires that five (5%) percent of all units to have roof photovoltaic energy systems or other alternative energy system. The project has been conditioned such that all homes shall be photovoltaic ready and have electric vehicle charging outlets in every garage on a dedicated circuit.

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

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.

Freeway Sound Wall - A freeway adjacent sound wall is required in accordance with the Environmental Noise Analysis and shall be at least 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" and shall be a minimum of 15-feet in width. The entire length of the project sound wall shall be constructed at one time, with the Phase III final map, including the portion of the wall adjacent Phase IV development. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review prior to issuance of permits. Landscape and sound wall will need to be secured by a bond and are included in the public improvements and are eligible for SLIF fee credits.

<u>Building Unit Allocation Program</u> - In order to ensure that the City will maintain an average annual growth rate of 1.7 percent citywide and still meet development needs, the SLSP required the development of a Unit Allocation Program (SLSP, page 8-3). The Building Unit Allocation (BUA) Ordinance was adopted April 16, 2002 and was subsequently amended on March 19, 2013. In accordance with the Ordinance revision, the applicant will be required to submit a request for BUAs prior to issuance of final maps. 206 BUAs will be required for market rate single family units.

<u>Agricultural Land Mitigation Program and Hawk Mitigation Requirements.</u> Pursuant to the SLSP Agricultural Land Mitigation Program, CEQA Mitigation Monitoring Plan, and Settlement Agreement, the applicant must preserve ±44.97 acres of equivalent agricultural land and Swainson hawk foraging land in an area proximate to the SLSP.

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

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

Zoning Ordinance Consistency

Lot Coverage - The maximum lot coverage is 50 percent.

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

The proposed project as conditioned is consistent with the City's Zoning Ordinance.

Subdivision Ordinance Consistency

Phasing

The subject property is comprised of three parcels totaling 44.97 gross acres. The applicant proposes to develop the property in four phases. As depicted in the attached subdivision map, Phase I is 11.45 net acres and 74 single family units (6.46 dwelling units per acre, "du/ac"). Phase II is 11.02 net acres and 68 single family units (6.17 du/ac net of Lot "B"). Phase III is 7.20 net acres and 48 single family units (6.67 du/ac). Phase IV is 6.03 net acres and 35 single family units (5.80 du/ac). This map will provide for an overall density at the lower end of the range allowed under the R-8 category (6 to 8 dwelling units per acre). Phases I through IV will have a combined density of 6.30 dwelling units per acre with a total of 225 single family units.

The "Remainder" 7.55 acre park parcel shall be partially constructed (a minimum of 2 acres, including irrigation, turf and a play structure consistent with a Park Improvement Master Plan) with construction of Phase I of the map.

Lot Development

Lot widths range from 40 to 90 feet with an average 52-foot lot width. This meets the minimum requirements of Spring Lake Design Standards Table 2.4, which requires a 40 foot minimum lot width. Lot widths are measured at a point midway between the front and rear property lines. Lot depths range from 74 to 148 feet with an average 90 foot lot depth. The proposed 225, R-8 lots range in size from 3,400 square feet to 9,854 square feet with an average of 4,857 square feet.

Circulation

The proposed circulation pattern consists of two Collector Streets: Harry Lorenzo Avenue, which is a north/south collector to the east and Farmers Central Road, which is an east/west collector connecting the eastern portion of Spring Lake to Pioneer Avenue (arterial road).

Primary access to the subdivision is proposed at Harry Lorenzo Avenue which has a right of way width of 70.9 to 72-foot right-of-way and new east/west streets "D" and "F." These streets would meet the standard SLSP 57-

foot right-of-way.

Infrastructure Master Plans

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

The project as conditioned is consistent with the City's Subdivision Ordinance.

Recommendation

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

1) Receive the staff report;

2) Conduct the public hearing;

3) Adopt Resolution No. PC15-_____, recommending City Council: 1) approve the Cal West Tentative Subdivision Map No. 5057 (**Attachment 2**) in accordance with the Conditions of Approval; and 2) adopt Ordinance No. ____, authorizing the Second Amendment to the Project Development Agreement between Cal West Investors, LLC and Optimistic Partners, LLC, and the City of Woodland (**Attachment 3**).

Attachments:

1. Planning Commission Resolution
2. Exhibit A - Tentative Subdivision Map No. 5075 (TSM 5075)
3. Exhibit B - City Council Ordinance
4. Exhibit 1 - Second Amendment to the Development Agreement
5. Exhibit C - TSM 5075 Conditions of Approval
6. General Application Form and Project Justification Statement
7. Amended and Restatement Development Agreement (2013)
8. First Amendment to the Development Agreement (2015)

RESOLUTION NO. PC 15 - ____

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WOODLAND RECOMMENDING TO THE CITY COUNCIL APPROVAL OF TENTATIVE SUBDIVISION MAP NO. 5075 FOR THE CAL WEST PROJECT IN ACCORDANCE WITH THE CONDITIONS OF APPROVAL AND APPROVAL OF THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WOODLAND AND CAL WEST INVESTORS, LLC AND OPTIMISTIC PARTNERS, LLC FOR THE CAL WEST PROJECT AREA IN SPRING LAKE

WHEREAS, the applicant, Cal West Investors and Optimistic Partners, LLC, filed Planning Application #PLNG15-00018, proposing a Tentative Subdivision Map (TSM #5075) and amendments to the Development Agreement for 44.97 acres of the Cal West Project site, located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue, within the Spring Lake Specific Plan Area in the City of Woodland ("Project"); and

WHEREAS, the applicant prepared a tentative subdivision map, as provided in the proposed tentative subdivision map attached to this Resolution as **Exhibit A**; and

WHEREAS, the Woodland Planning Commission held a duly noticed public hearing on April 16, 2015, to review and consider recommending to the City Council approval of the proposed Cal West Tentative Subdivision Map #5075 ("TSM #5075") and the Second Amendment to the Development Agreement for the Cal West Project, at which time interested persons had an opportunity to provide comments either in support or opposition to the Project; and

WHEREAS, pursuant to California state law and the Woodland Municipal Code, public hearing notices were mailed to all property owners within an area exceeding a three hundred foot radius of the subject property, and a public hearing notice was published for a minimum of ten days prior to the public hearing in the Daily Democrat; and

WHEREAS, the procedures of CEQA have been met with respect to the Second Amendment to the Development Agreement because, the project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR; and

WHEREAS, the SLSP requires that each development application include certain project-level and project-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation Monitoring Plan (MMP). All the required studies have been submitted for the subject project, reviewed by staff, and the following conclusions reached: a) the studies satisfy the SLSP requirements; b) applicable requirements or conditions recommended in the studies have been included in the conditions of approval for the subject project; c) the studies identify no environmental circumstances specific to the subject site or the proposed project that were not previously anticipated and addressed in the original EIR and later addenda; and

WHEREAS, 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, 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; 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 make the following findings, determinations, and recommendations with respect to the proposed Tentative Subdivision Map for the Project and the proposed Second Amendment to the Development Agreement:

1. The Planning Commission, in recommending to the City Council approval of Tentative Subdivision Map No. 5075 (**Exhibit A**), hereby makes the following findings concerning the Tentative Subdivision Map pursuant to Government Code section 66474:

a. The proposed Tentative Subdivision Map is consistent with the City's General Plan, including the Housing Element, and the Spring Lake Specific Plan. The proposed Tentative Map will implement the General Plan by providing the opportunity for development of for-sale, single family housing within the community and by providing for additional recreational opportunities at the neighborhood level. The Tentative Subdivision Map is also consistent with the City's Community Design Guidelines.

b. The Tentative Subdivision Map depicts a site that is physically suitable for development. There are no conditions that would render the Property unsuitable for residential development.

c. The Project site is physically suitable for the proposed density of development. The site is of a sufficient size and shape to allow the proposed density, and the subdivision will be able to accommodate the future development of residential units given the shape and topography of the Project site. The development project is also consistent with the land use designations specified in the Spring Lake Specific Plan.

d. The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The Biological Resources Assessment (Foothill and Associates, Spring Lake TOC 403 acres, June 15, 2011) shows that there would not be any significant and unavoidable impacts related to existing habitat.

e. The design of the proposed subdivision will not cause serious public health problems and is not anticipated to have any negative impacts on Project residents or occupants of the surrounding area.

f. The subdivision design will not conflict with easements acquired by the public at large, for access through or use of property with the proposed subdivision, absent alternative, equivalent easements. Any new easements have been made conditions of map approval.

g. Any proposed phases and their proposed sequence of construction are identified on the submitted map.

2. The Planning Commission does hereby recommend to the City Council approval of Application No. PLNG 15-00018 for Tentative Subdivision Map #5075 (**Exhibit A**) to allow the subdivision of property located at the northwest corner of Farmer's Central Road and Harry Lorenzo Avenue, subject to the recommended conditions of approval, which are set forth in the Second Amendment to the Development Agreement. The Planning Commission also recommends to the City Council adoption of Ordinance No. ____, authorizing the Second Amendment to the Development Agreement between the City of Woodland and Cal West Investors, LLC and Optimistic Partners, LLC (**Exhibit B**).

PASSED AND ADOPTED by the Planning Commission of the City of Woodland at a regular meeting on the 16th day of April, 2015, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Chairperson

ATTEST:

_____
Cindy Norris, Planning Commission Secretary

EXHIBIT A

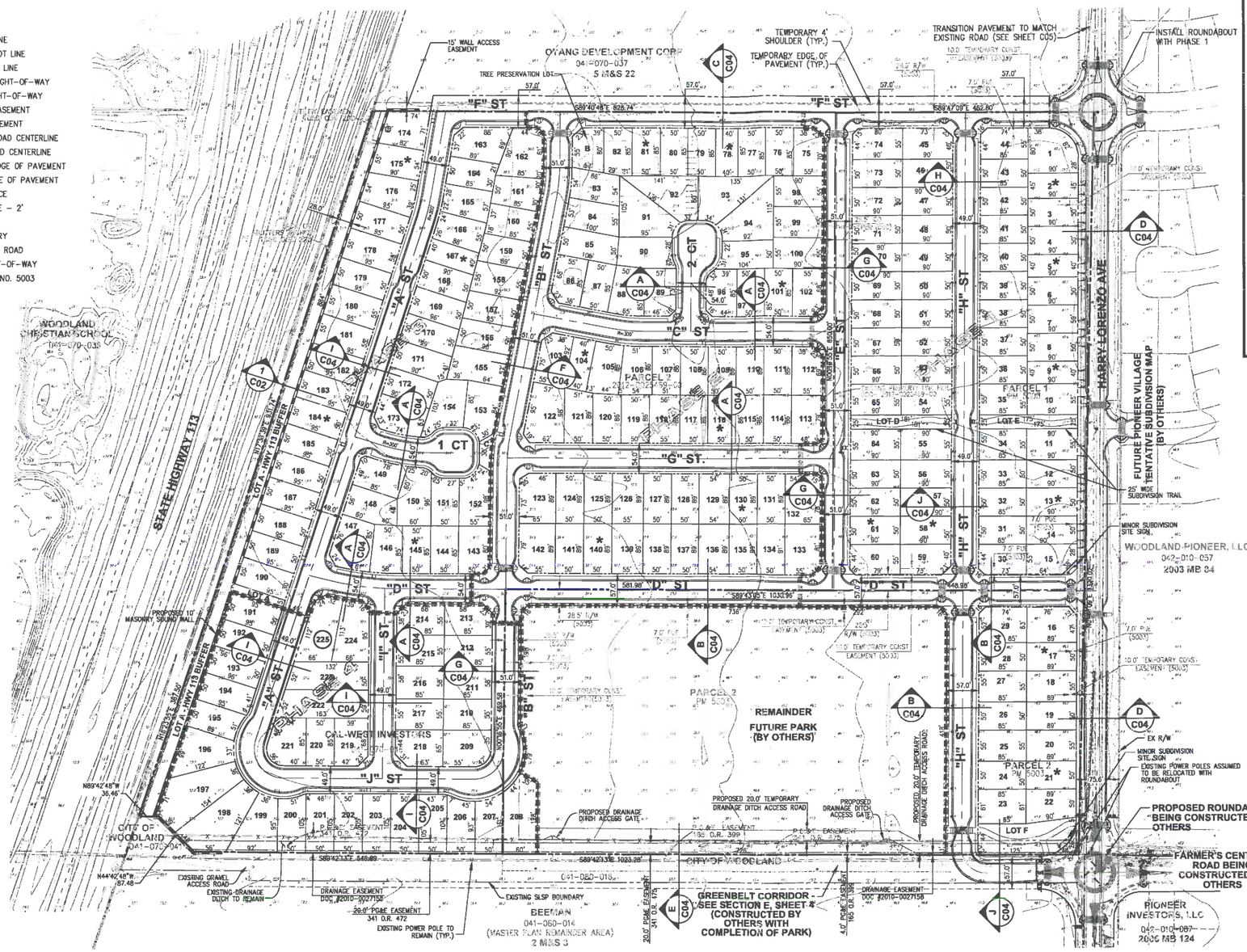
[TSM 5075]

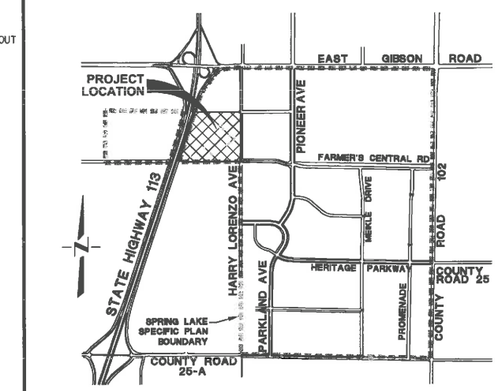
EXHIBIT B

[City Council Ordinance - Second Amendment to the Development Agreement]

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) PARCEL 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) 753-2829

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. 2012-0025469-00:
APN: 041-070-051
PARCEL 1 OF PM 5003:
APN: 041-070-054
PARCEL 2 OF PM 5003:
APN: 041-070-055

AREA:

44.97 ACRES

EXISTING ZONING:

SLSP-PZ-SF, OS

PROPOSED ZONING:

SLSP-SF, OS

EXISTING LAND USE:

MEDIUM-LOW 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

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 % (23 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 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 PHASE 1-3 UNITS. 190 UNITS x 10% = 19 UNITS. AFFORDABLE HOUSING REQUIREMENT FOR PHASE 4 HAS PREVIOUSLY BEEN MET.
- ALL AFFORDABLE UNITS SHOWN ON THIS MAP ARE INDICATED WITH "*".

LAND USE SUMMARY

USE	AREA (NET)	AREA (GROSS*)	# UNITS	DENSITY NET
R-8 (PHASE 1-4)	(35.70 AC.)	(44.97 AC.)	(225)	(6.30 du/ac)
PHASE 1	11.45 AC.	*12.20 AC.	74	6.46 du/ac
PHASE 2	11.02 AC.	11.12 AC.	68	**6.17 du/ac
PHASE 3	7.20 AC.	7.80 AC.	48	6.67 du/ac
PHASE 4	6.03 AC.	6.30 AC.	35	5.80 du/ac
PARK***	7.55 AC.	7.55 AC.	-	-
LOT A (HIGHWAY BUFFER)	0.88 AC.			
LOT B (TREE PRESERVATION LOT)	0.09 AC.			
LOT F (GREENBELT)	0.21 AC.			
TOTALS:	44.43 AC.	44.97 AC.	225	

*GROSS ACREAGE INCLUDES 0.54 ACRES OF PREVIOUSLY DEDICATED HARRY LORENZO AVENUE RIGHT-OF-WAY.
**PHASE 2 DENSITY IS NET OF LOT B.
***GROSS PARK AND GREENBELT ACREAGE = 8.39 ACRES INCLUDING PORTIONS ON ADJACENT CITY OF WOODLAND PROPERTY.

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 1/2/3/4	R-8	35.70 AC.	225	216 - 286 LOTS	R-8	35.89 AC.	225
LOT B	R-8	0.09 AC.			TREE PRESERVATION	0.09 AC.	0
LOT F	R-8	0.21 AC.			GREENBELT	0.21 AC.	0
LOT A	R-8	0.88 AC.	6	6-7	HIGHWAY BUFFER	0.88 AC.	0
TOTALS:		36.88 AC.	231			36.88 AC.	225

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

100 50 0 100 200
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	TREE PRESERVATION LOT
LOTS C-E	SUBDIVISION TRAIL CORRIDORS
LOT F	GREENBELT

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" AND 48" OAK ACROSS "F" STREET FROM 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.

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

NO.	DATE	REVISIONS	BY	APPD.

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Davis Office • 2940 Spafford Street, Suite 200 Davis, CA 95618 (530) 758-2026
CUNNINGHAM ENGINEERING

SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP NO. 5075
STREET AND LOTTING PLAN

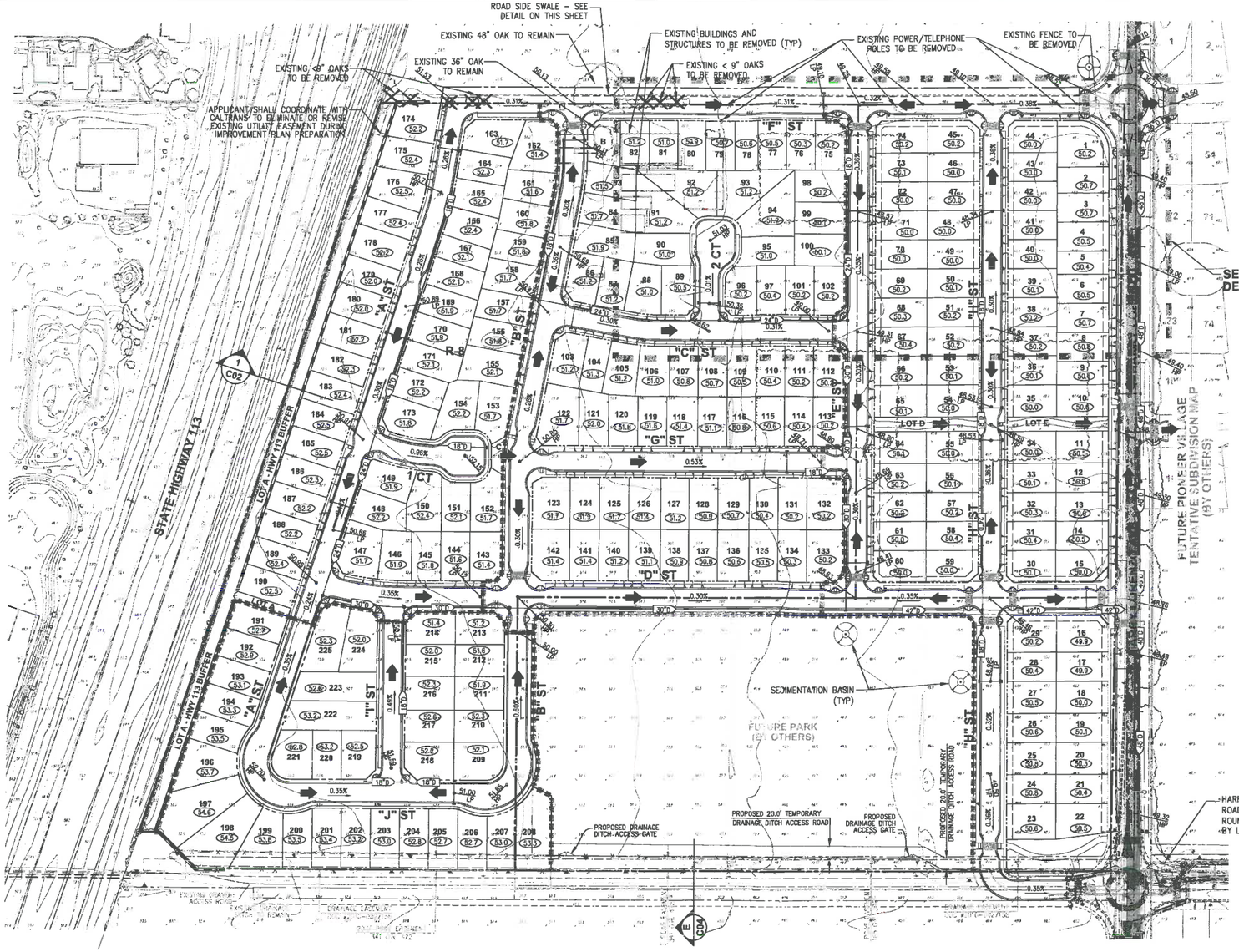
CITY OF WOODLAND CALIFORNIA

SHEET C01 OF 5

DATE: 03/02/2015

JOB NO: 905.43

\\Vault01\PROJECTS\905-43-Cal-West-Heights\905-43 NEW MAP #5075\SHEETS\905-43-C01-STL.dwg - C01 STREET AND LOTTING PLAN 3/02/2015 - 2:31PM Plotted by adam



LEGEND

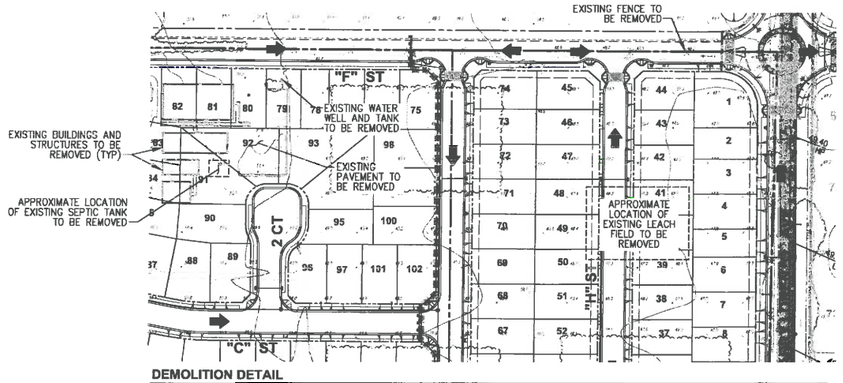
- ORIGINAL GRADE
- (40.7) PAD GRADE
- 204 LOT NUMBER
- 0.3% PROPOSED STREET GRADE AND DIRECTION
- 58.2 FINISH GRADE ELEVATION
- EXISTING STORM DRAIN INLET
- EXISTING STORM DRAIN MANHOLE
- PROPOSED STORM DRAIN INLET
- PROPOSED STORM DRAIN JUNCTION BOX
- PROPOSED SEDIMENT BASIN INLET
- PROPOSED STORM DRAIN MANHOLE
- EXISTING STORM DRAIN PIPE, SIZE AND FLOW DIRECTION
- 18" SD PROPOSED STORM DRAIN PIPE, SIZE AND FLOW DIRECTION
- DIRECTION OF DRAINAGE OVERLAND RELEASE
- EXISTING TREE TO BE REMOVED

ABBREVIATIONS:

FL	FLOW LINE
GB	GRADE BREAK
HP	HIGH POINT
INV	INVERT
LP	LOW POINT
O.R.	OVERLAND RELEASE

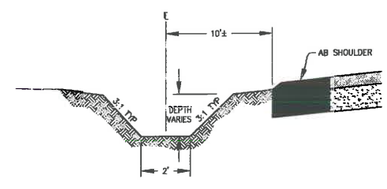
NOTES:

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 WHERE NOT LABELED.



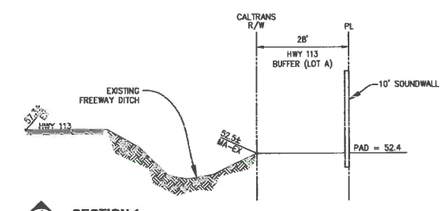
DEMOLITION DETAIL

NTS



TYPICAL ROAD SIDE SWALE DETAIL

NTS



1 C02 SECTION 1

NTS

SCALE: 1" = 100'

NO.	DATE	REVISIONS	BY	APPD.

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

SCALE AS SHOWN

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CUNNINGHAM ENGINEERING

SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP NO. 5075
GRADING AND DRAINAGE PLAN

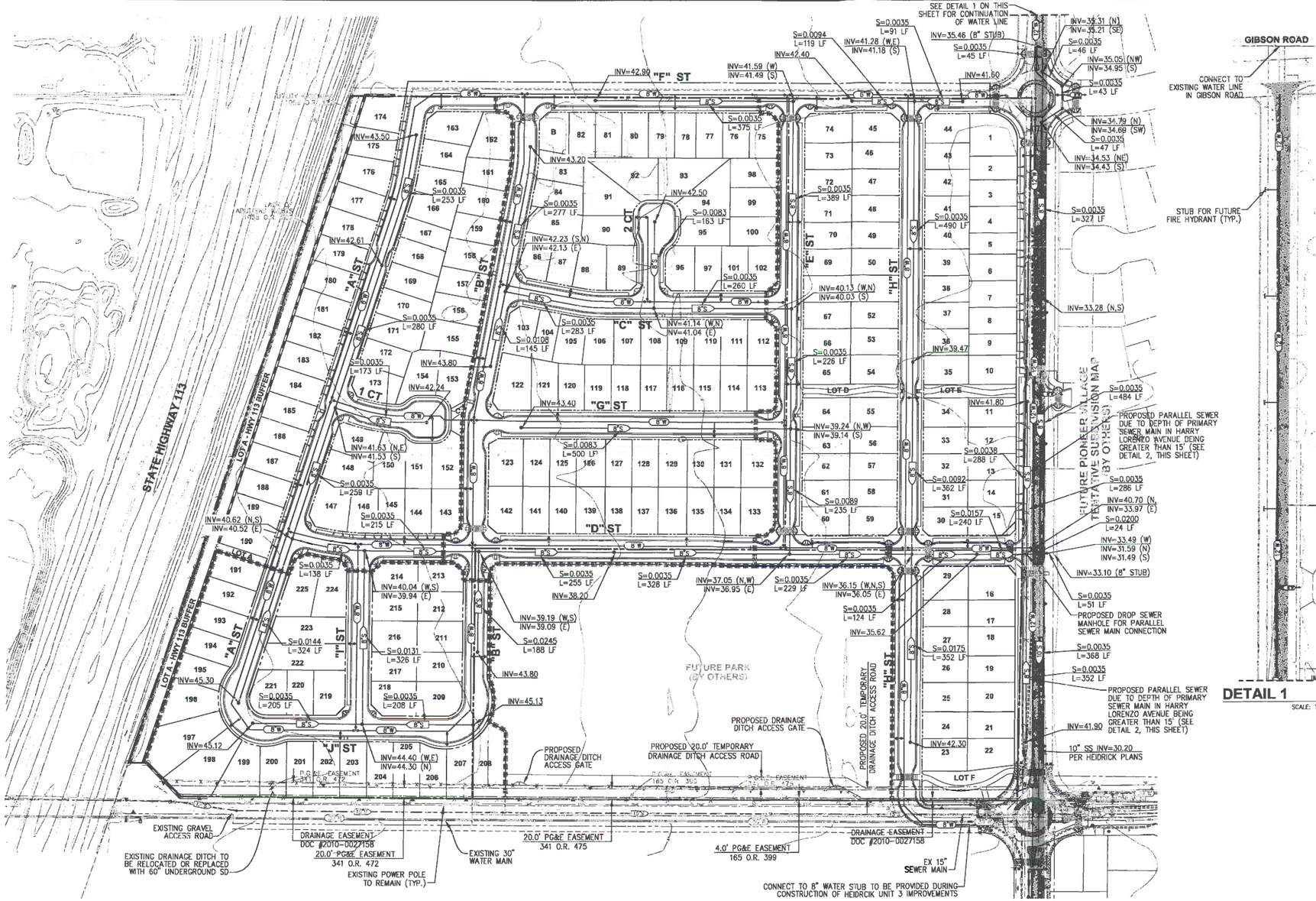
CITY OF WOODLAND CALIFORNIA

SHEET C02 OF 5

DATE: 03/02/2015

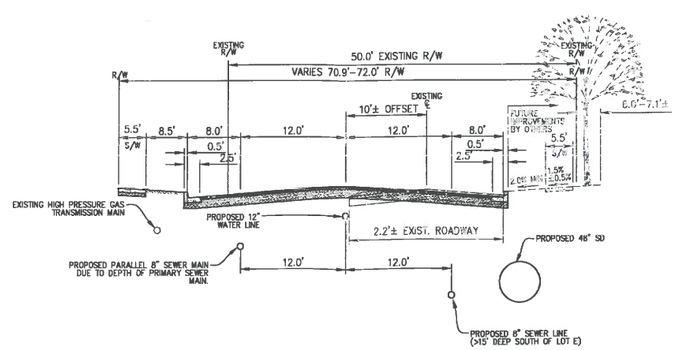
JOB NO: 905.43

Z:\VisioCAD\Sh:\VGS\ Cal-West Heidrick\905-43-02 LEAN.dwg - C02 GRADING AND DRAINAGE PLAN 3/02/2015 - 2:32PM Plotted by: admin



DETAIL 1

SCALE: 1"=100'



DETAIL 2: PARALLEL SEWER DETAIL

SCALE: N.T.S.

LEGEND

204	LOT NUMBER
8"W	EXISTING WATER PIPE AND SIZE
8"W	PROPOSED WATER PIPE AND SIZE
	EXISTING FIRE HYDRANT ASSEMBLY
	PROPOSED FIRE HYDRANT ASSEMBLY
8"SS	EXISTING SEWER PIPE, SIZE, AND DIRECTION OF FLOW
8"SS	PROPOSED SEWER PIPE, SIZE, AND DIRECTION OF FLOW
S	EXISTING SEWER MANHOLE
	PROPOSED SEWER MANHOLE
INV=35.10	PROPOSED SEWER INVERT ELEVATION
S=0.0035	PROPOSED SEWER PIPE SLOPE

NOTES:

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.

THIS TENTATIVE MAP CONFORMS WITH ALL REQUIREMENTS OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT.

THIS TENTATIVE MAP CONFORMS WITH ALL THE REQUIREMENTS OF THE CITY OF WOODLAND SUBDIVISION ORDINANCE.

100 50 0 100 200

SCALE: 1" = 100'

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

NO.	DATE	REVISIONS	BY	APPD.

CECWEST.COM

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Sacramento Office ■ 2120 20th Street, Suite 100 Sacramento, CA 95818 (916) 455-2026

Davis Office ■ 2840 Spafford Street, Suite 200 Davis, CA 95618 (530) 758-2026

CUNNINGHAM ENGINEERING

SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP NO. 5075
WATER AND SEWER PLAN

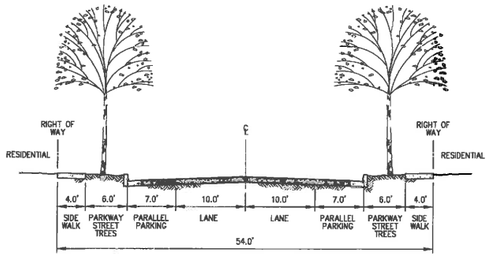
CITY OF WOODLAND CALIFORNIA

SHEET C03 OF 5

DATE: 03/02/2015

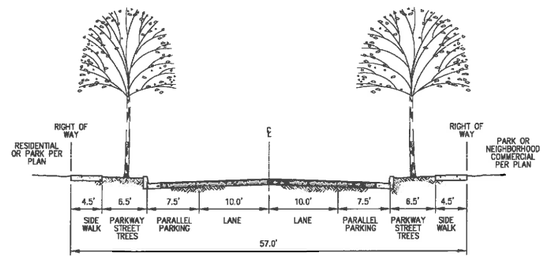
JOB NO: 905.43

S:\AutoCAD\SD\LV\05-CG-West Hele'ena\905-43 NEW TMAP [C03]\SHEETS\905-43-C03-UTIL.dwg C03 WATER AND SEWER PLAN 3/02/2015 - 3:13PM Plotted by: eden



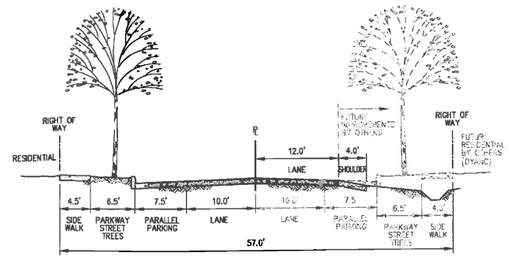
A / C01 — 54' LOCAL STREET

PHASE 2
"2" COURT
"C" STREET
"G" STREET
PHASE 3
"1" COURT
"D" STREET (WEST OF "B" STREET)



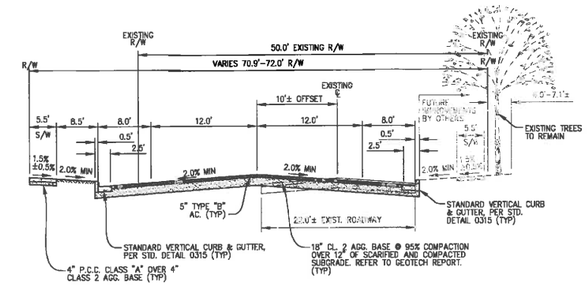
B / C01 — 57' LOCAL STREET

PHASE 1
"D" STREET (BETWEEN HARRY LORENZO AND "E" STREET)
"H" STREET (SOUTH OF "D" STREET)
PHASE 2
"D" STREET (BETWEEN "B" STREET AND "E" STREET)
PHASE 3
"D" STREET (BETWEEN "A" STREET AND "B" STREET)



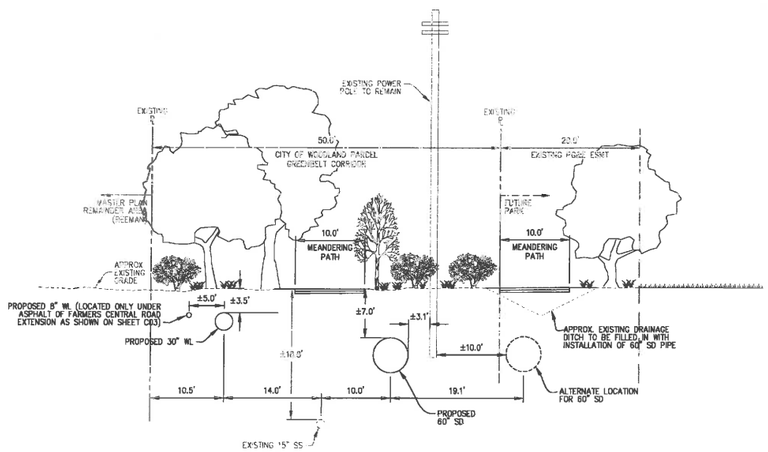
C / C01 — 57' LOCAL STREET

PHASE 1
"F" STREET (BETWEEN HARRY LORENZO AND "E" STREET)
PHASE 2
"F" STREET (BETWEEN "B" STREET AND "E" STREET)
PHASE 3
"F" STREET (BETWEEN "A" STREET AND "B" STREET)



D / C01 — HARRY LORENZO AVENUE

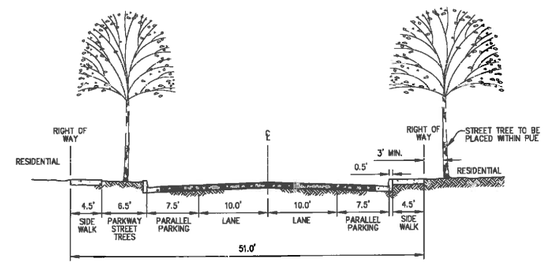
PHASE 1
BETWEEN "F" STREET AND FARMERS CENTRAL ROAD



NOTE: THE INTENT IS FOR ONE MEANDERING PATH TO BE CONCRETE AND THE OTHER TO BE DECOMPOSED GRANITE OR AGGREGATE BASE. CITY TO DETERMINE WHICH PATH IS COMPOSED OF WHICH MATERIAL.

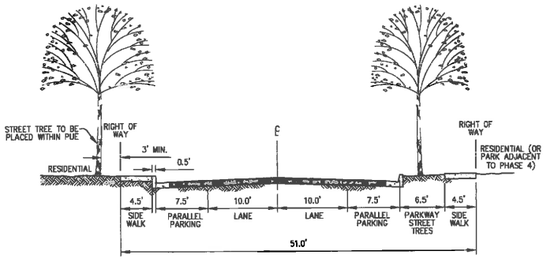
E / C01 — FUTURE GREENBELT CORRIDOR

TO BE CONSTRUCTED WITH PARK



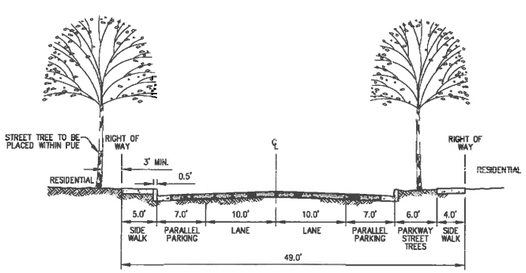
F / C01 — 51' LOCAL STREET

PHASE 2
"B" STREET (NORTH OF "D" STREET)



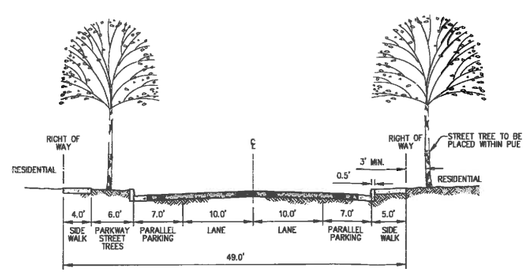
G / C01 — 51' LOCAL STREET

PHASE 1
"E" STREET
PHASE 4
"B" STREET (SOUTH OF "D" STREET)



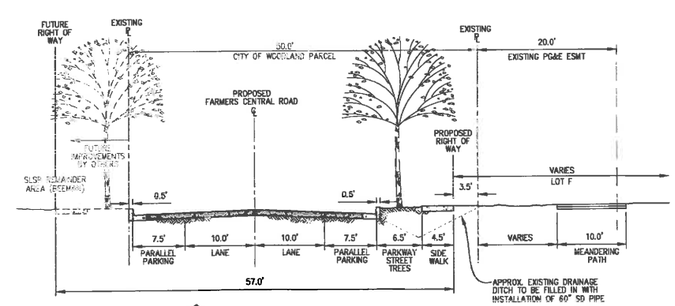
H / C01 — 49' LOCAL STREET

PHASE 1
"H" STREET (NORTH OF "D" STREET)



I / C01 — 49' LOCAL STREET

PHASE 3
"A" STREET (NORTH OF "D" STREET)
PHASE 4
"A" STREET (SOUTH OF "D" STREET)
"I" STREET
"J" STREET



J / C01 — FARMERS CENTRAL ROAD EXTENSION

PHASE 1
BETWEEN "H" STREET AND FARMERS CENTRAL ROAD
INCLUDING LOT 'F', GREENBELT

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

NO.	DATE	REVISIONS	BY	APPD.

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CUNNINGHAM ENGINEERING

SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP NO. 5075
SECTIONS

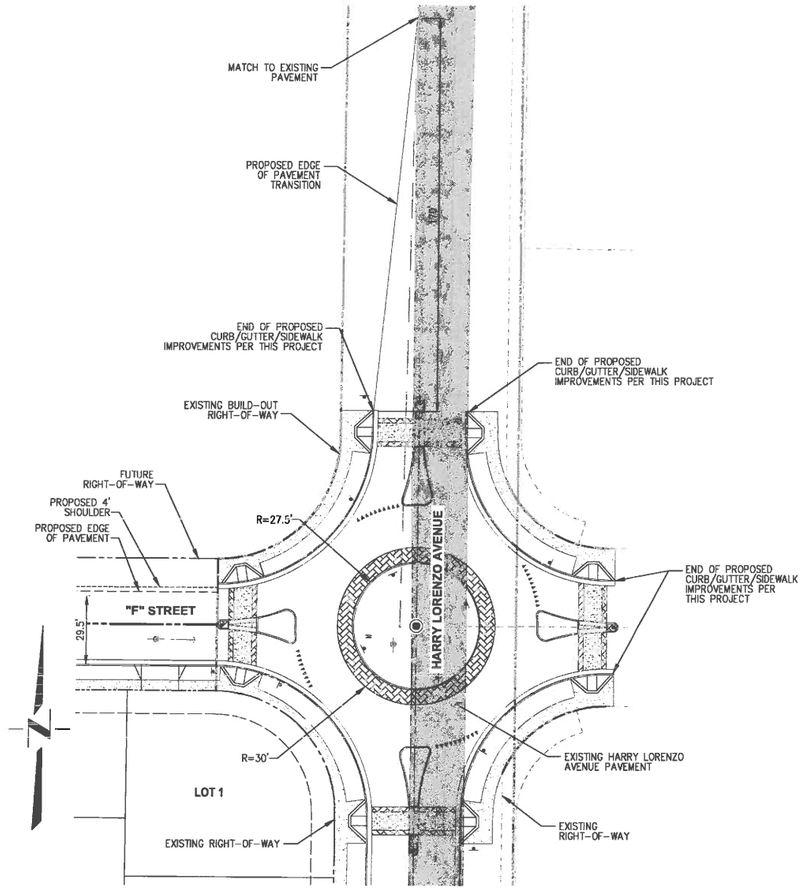
CITY OF WOODLAND, CALIFORNIA

SHEET C04 OF 5

DATE: 03/02/2015

JOB NO: 905.43

S:\AutoCAD\C3D\Civil-Proj. Header\v26-42 NEW TMAP PLOTS\SHEETS\905-43-C04-SECT.dwg - C04 SECTIONS 3/02/2015 - 3:17PM Plotted by: adam



1 / C01 **PAVEMENT CONNECTION DETAIL**

SCALE: 1" = 30'

NO.	DATE	REVISIONS	BY	APPD.

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

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CUNNINGHAM ENGINEERING

SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP NO. 5075
DETAILS

CITY OF WOODLAND CALIFORNIA

SHEET C05 OF 5

DATE: 02/12/2015

JOB NO: 905.43

Z:\AutoCAD\900\105-Cal-West_Homes\105-43 NEW TMAP PLOTS\SHEETS\905-43-C05-DETL.dwg - C05 DETAILS 2/27/2015 - 10:40AM Plotted by: BP

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA APPROVING THE SECOND 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 SITE 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 Second Amendment to the Development Agreement, attached hereto as Exhibit "1" and incorporated herein by reference, for residential use ("Project"); and

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

WHEREAS, Developer proposes the Project to achieve the goals of the City's General Plan ("General Plan") and the Spring Lake Specific Plan ("SLSP"); and

WHEREAS, City and Cal West Investors, LLC and Optimistic Partners, LLC previously entered into that certain Amended and Restated Development Agreement on or around September 3, 2013 and then subsequently amended that agreement on or around April 7, 2015, and now desire to enter into this Second Amendment to the Development Agreement to amend certain conditions for Tentative Subdivision Map Number 5075, the Second Amendment is attached hereto as Exhibit "1" 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 Second 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 Second 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 Second 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 Second Amendment to 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 approval of both the Tentative Subdivision Map #5057 for the Cal West Project Site and the Second Amendment to the Development Agreement; 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 Second Amendment to the Development Agreement were heard and at which time the Second 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*., the proposed Project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR, including Addendum #11 approved February 3, 2015 pertaining to the rezoning of certain portions of the project site; and

WHEREAS, the terms and conditions of the Second 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 Second Amendment to the

Development Agreement; (ii) the Second Amendment to the Development Agreement is consistent with the General Plan and SLSP; (iii) the Second Amendment to the Development Agreement is in conformance with the public convenience, general welfare, and good land use practice; (iv) the Second Amendment to the Development Agreement will not be detrimental to the public health, safety, or general welfare; and (v) the Second 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 Second Amendment to the Development Agreement attached hereto as Exhibit "1."

Section 2. Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Ordinance promotes the public health, safety, and welfare of the community because the Second 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 Second 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 Second Amendment to the Development Agreement because, the project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR.

Section 5. The City Clerk shall cause to be recorded with the Yolo County Recorder a copy of the executed Second 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" – Second Amendment to Development Agreement

EXHIBIT 1

[Second Amendment to Development Agreement]

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

This Second Amendment to Development Agreement (hereinafter "Amendment") is entered into effective on the date it, or a Memorandum of Agreement, 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 Cal West Investors, LLC and Optimistic Partners, LLC, previously entered into that certain First Amendment to the Development Agreement as adopted by the City Council on April 7, 2015, and pursuant to Government Code section 65864 *et seq*. for the Project; and

WHEREAS, CITY and OWNER now wish to amend the Agreement in order to subdivide approximately 44.97 acres of the Cal West project site (the "Premises," as further described in **Exhibit 1**, attached hereto and incorporated herein), with Yolo County Assessor Parcel Numbers 041-070-051-000, 041-070-054-000 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 subsequent 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 CITY and delivered to OWNER; and (iv) the Amendment, or a Memorandum of Agreement, 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 # 5075 ~~4991~~, and the 8 acre park ("Remainder" parcel). ~~the 5.89 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 8 acre park parcel.~~ The TSM # 5075~~4991~~ results in 225~~176~~ R-8 units. ~~The remaining R-8 parcels are zoned for a possible 49 additional units (the "Rezone Property").~~

3. Amendment of Section 4.8. Section 4.8 of the Agreement is hereby deleted in its entirety and replaced with the following Section 4.8:

> 4.8 Affordable Housing Single Family In-Lieu Fee. CITY and OWNER have agreed that the OWNER shall either elect prior to each final map, to enter into an Inclusionary Housing Agreement as set forth in the December 2007 Spring Lake Affordable Housing Plan, or, at the OWNER's option, elect to pay an affordable housing in-lieu fee not to exceed $30,000 per affordable unit, This project requires 19 single family affordable units, based on a total unit count of 190 single family lots in Phases 1 through 3. The affordable housing obligation for the 5.89 acre R-8 residential site located west of the park (Phase 4) has been met (see discussion in the February 3, 2015 City Council staff report.
>
> Amendment of Exhibit "C" of the Agreement. Exhibit C of the Agreement is hereby amended to amend the conditions of approval for the Project. Exhibit "C" of the Agreement is hereby deleted in its entirety and replaced with the attached **Exhibit "C,"** 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.

h. Effect of Amendment. Except as expressly modified by this Amendment, the Development Agreement shall continue in full force and effect according to its terms and conditions, and CITY and OWNER hereby ratify and affirm all of their respective rights and obligations under the Development Agreement.

[Remainder of page intentionally left blank. Signatures on following page.]

i. 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 Second 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

Assessor Parcel Map and Legal Description

EXHIBIT C

CONDITIONS OF APPROVAL FOR THE CAL WEST PROJECT

TENTATIVE SUBDIVISION MAP #5057

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 OWNER hereby agree to be bound by all of the terms and conditions contained in the Second Amendment to the Development Agreement, as adopted by the City Council of the City of Woodland by Ordinance No. ____ , 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, INCLUDING TENTATIVE SUBDIVISION MAP #5075

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, in the February 3, 2015 City Council staff report, and in the ____, 2015 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 may require modification of the Development Agreement, conditions and environmental documents.

2. Indemnification. OWNER shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers and employees from any claim, action or proceeding against CITY or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by CITY, its legislative body, advisory agencies or administrative officers. CITY will promptly notify OWNER of any such claim, action, or proceeding against CITY, and OWNER will either, at CITY's discretion, undertake defense of the matter and pay 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. OWNER shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the Project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.

5. Construction Management Plan. Prior to issuance of any permit or inception of any construction activity on the site, OWNER 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.

   OWNER is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If OWNER fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, OWNER will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, 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 CITY to impose certain fees, and that may waive OWNER's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

7. Coordination of Plans. OWNER shall be responsible for coordinating all plans to ensure consistency throughout the various plan submittals including site, landscaping, and improvement plans, prior to submittal for review.

8. Affordable Housing. The Project is subject to the Spring Lake Affordable Housing Plan in effect at time of construction and/or applicable affordable housing in-lieu fees, and Ordinance 6A, CITY's Inclusionary Housing Ordinance. 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. This project requires 19 single family affordable units, based on a total unit count of 190 single family lots in Phases 1 through 3

   The affordable housing obligation for the 5.89 acre R-8 residential site located west of the park (Phase 4) has been met (see discussion in the February 3, 2015 City Council staff report).

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 OWNER 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 CITY's approval of OWNER's first final map, 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 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), OWNER shall show proof of compliance with the Spring Lake Specific Plan Affordable Housing Plan through preliminary designation of affordable housing lots, and/or payment of an in-lieu affordable housing fee as specified in the Development Agreement.

12. 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.

13. Affordable unit size. There shall be an average of three bedrooms provided per affordable unit, and OWNER may 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. OWNER may request an exemption from the requirements of this condition if, based on substantial evidence and financial information, such a mixture would be economically infeasible, as determined by 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.

14. Affordable quality of materials. The design of affordable units and the materials used in construction of affordable units shall be of an equal standard as those used for market rate units; however, affordable for-sale units may feature different interior amenities than those of the market rate units.

15. Fair Share Cost. OWNER agrees to fund on a fair share basis, as determined by CITY, a 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).

16. 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), and 6.24 and 6.25 (fire station).

17. Nexus Study. OWNER shall comply with the requirements of the Spring Lake Specific Plan Nexus Study.

18. 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.

19. 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 CITY shall be applied as follows, and in the following order: 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 CITY's discretion.

20. 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 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, Neighborhood Commercial and Multifamily 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.

21. Reservation of Lots for public sale. The requirements of Section 21-15-1 of CITY's Municipal Code relating to "Reservation of Lots for Public Sale" shall be met. Lots shall be offered at a fair market price. If the offered lots have not sold by the end of the 45-day period, OWNER shall be required to demonstrate that the lots were offered at a fair market price. This will entail the provision of an appraisal by a qualified professional appraiser. If the appraiser indicates that the offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45- days at a fair market value.

Finance Department

22. SL Maintenance Facilities District. Prior to recordation of each final map, with respect to that map, OWNER shall petition CITY to be annexed into the boundaries of the Spring

Lake Maintenance Community Facilities District. OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition.

23. SL Community Facilities District 2004-1. At OWNER's option, OWNER may petition 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.

24. Fee Credits. Any financing method employed that 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

25. 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.)

26. Prior to the start of any work on-site, OWNER 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.

27. Lotting Considerations

    a. 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 174 to lot 196 shall have either a full usable front porch or a separated front patio extension with low walls.
    b. Where lots are adjacent to open space, locate the garage and driveway on the opposite side of the lot. (Lots 10, 11, 22, 23, 34, 35, 54, 55, 64, 65, 82,83 and

208). This list is subject to the discretion of and final confirmation by the City Traffic Engineer.

c. With the final map containing lots 222 and 223, City to approve the house orientation and fencing (double street frontage lots.)

28. 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.

29. 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.

30. Street Tree Master Planting Plan. Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plan shall be reviewed for conformance with the Spring Lake 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.

31. 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.

32. Tree Preservation and Replacement Planting

- *Replacement.* In accordance with Section 20A of the City of Woodland Municipal Code, OWNER 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*. 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 that impacts each Oak Tree, OWNER shall submit a tree protection plan to be included in the improvement plans that 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 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 the design approved by the Community Development Department and 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 location)

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

33. Utility Design. The location of all utility structures shall be coordinated with and depicted on the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. OWNER shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).

34. 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.

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

36. Compliance with State Water Conservation Ordinance. OWNER 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.

37. 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 extension of Lot A connected to "A" Street and shall be 15 feet in width paved. Masonry walls may be required on the sides as part of comprehensive improvement plans. Gates shall be installed on both ends of Lot A (east and west sides of 15 foot access portion and including at the north and south ends of the 28 foot buffer area. Gates shall be submitted for review and approval of the City, Gate on the west end of the access point may also be subject to the approval of Caltrans. Access portion of Lot A (15 foot width) shall be relocated to the north, opposite 1 Court. The entire length of the Project sound wall shall be constructed at one time, with the earlier of Phase 3 or Phase 4 final map. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review to the Community Development Department prior to acceptance of the earlier of Phase 3 or Phase 4 final map. The sound wall will need to be bonded for and included in the public improvements and are eligible for SLIF credits.

38. Sound Wall Landscaping. Landscaping shall be provided in accordance with 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.

39. 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.

40. 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.

41. Greenbelt Connector. "Lot F" 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.

42. 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 and shall include decorative cap throughout the project.

    a. Rear yard fencing along Phase 4 southern property boundary (Lots 199-208) shall comply with Section 6.2.2 of the SL Design Standards ("Privacy Wall/Fence"), however, the fence height shall be 8 feet. Privacy fencing shall be constructed of an alternative wood product or masonry material, or combination thereof, and shall be submitted for review and approval by the Community Development Department, Planning Division and by the Public Works Department as part of the improvement plans. The eastern 128 foot side yard fence of Lot 208, adjacent the park, shall also comply with Section 6.2.2. The 35 foot cut from the rear yard fence to "J" Street shall be open style, 6 foot tall decorative black tubular steel fencing.

43. Entry Signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, OWNER shall establish neighborhood entry signs. A sign shall be provided at the southwest corner entry of Harry Lorenzo Avenue and "D" Street consistent with SL

Design Standard 1.6.2. As an alternative second location and upon review and approval by the Community Development Directora sign may be provided at the southeast corner of "Lot F,"

A design specification for these signs shall be prepared for review and approval by the Community Development Director 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.

44. Prohibit RV Parking. Provisions in the CC&Rs 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.

45. 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 percent (5%) 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.

46. 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.

47. 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:

48. Mitigation Requirements. OWNER 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.

49. 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. Additional noise conditions include:

    - A 10-foot tall noise barrier shall 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 shall 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 earlier of the final Phase 3 or Phase 4 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.

50. Ground Nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3, thirty (30) days prior to commencement of grading or any site work, OWNER shall have prepared and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then Mitigation Measures 4.5-3 (b-d) of the Spring Lake Specific Plan Mitigation Monitoring plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.

51. Mitigation Easements. Mitigation for loss of agricultural land and hawk habitat in the form of land set asides shall be fully executed (signed and recorded with Yolo County) and in place 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.

52. Raptor Survey. OWNER shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding season (March 1 through September 15). This survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that the proposed activity is planned to begin to determine if any nesting birds of prey would be affected.

53. 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 and the Geocon Consultants Inc. Supplemental letter dated February 2013 –Geocon project number s9574-05-02) shall be followed. Additional Geotechnical reports may be required by the City at the discretion of the Chief Building Official.

54. 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).

55. Mosquito Vector Control. Prior to each construction season, if OWNER has a project under construction, OWNER shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.

56. Construction Recycling. Prior to the commencement of construction on any project, OWNER shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other CITY requirements. (MM 4.13-18)

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

58. Off-site improvements. Off-site improvements shall satisfy the requirements of SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.

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

Engineering Development Services

Roadways

60. 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, this road may be revised to a partial street section (similar to cross section C on Sheet 4 with approval of the City Engineer).

61. Streets fronting the park: Subdivisions opposite the park shall complete corresponding street section including curb, gutter, sidewalk, landscaping, lighting, hydrants and appurtenances for the park. 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. Conditions regarding park frontage and valuation may be superseded by the Purchase and Sale agreement without Development Agreement Amendment.

62. OWNER 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.

63. Unless constructed by others, OWNER 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 OWNER, 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. The final cost determination shall be approved by the City Engineer.

64. Deleted.

65. Unless constructed by others, OWNER 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 OWNER, 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.

66. 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. Bike path shall include steel reinforcement. The path alignment will be determined at time of park design and may be north or south of the PG&E poles as determined by the City. Path design and alignment shall be subject to the approval of CITY. At a minimum, the corridor shall include a 10 foot path and shall: be reinforced to support maintenance/emergency vehicles, include 10 foot of landscaping, parkway level lighting along the length of the corridor, two, 4 inch conduits for future broadband constructed to fiber standards, and connect to "B" Street as well as align ultimately for the SR 113 overcrossing and connect to conduits under SR 113 placed by others. 4 inch fiber conduits are to be SLIF reimbursable. Property descriptions and easements shall be to the satisfaction of the City Engineer. The greenbelt corridor shall be constructed with 4 the associated 8 acre park improvements. 8 acre Park construction timing will be based on the availability of funds as determined by the City. Owner shall fund greenbelt costs and 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 OWNER shall prepare a preliminary design with a cost estimate for the greenbelt corridor including the fiber conduit, and all other appurtenances above. Cost Estimate shall include estimated item types and quantities. For cost estimating purposes alignment shall be approved by the City and connect to Lot F , B Street and the SW corner of the park adjacent to lot 208. 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 176.

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, CITY will enter into a third 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 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.

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

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

69. With the first final map and the extension of Farmers Central Road from Pioneer Avenue to Harry Lorenzo Drive, OWNER 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.

70. 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 CITY.

71. OWNER 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 CITY.

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

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

74. Subdivision trails (Lots C, D, & F) shall include ramps at each curb on each end.

75. Lot F improvements for landscaping, pathway and monument sign, lighting and appurtenances shall be completed with first final map.

76. Complete roundabout at Harry Lorenzo Avenue and "F" Street is to be constructed the with phase 1 improvement plans.

Easements and Right of Way

77. A seven (7) foot (or ten (10) foot if adjacent to monolithic sidewalk) public utility easement shall be provided at back of (separated) sidewalk, adjacent to all public streets within the development and shall be dedicated to CITY and may be required elsewhere as requested by the utility companies and approved by CITY.

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

79. The earlier of Phase 3 or Phase 4 final map shall include dedication of a 28 foot strip between the tentative map edge and Caltrans Right of Way.

80. Lots 174 through 198 shall include a general access easement to CITY for repair and maintenance of the sound wall.

81. OWNER shall acquire or dedicate 15' maintenance access easements along the north edge of the Property (may be on adjacent property), adjacent to lot 174 and pave the same. Bollards may be required at the end of F Street. Paving section will be as determined by the City. Along the south edge of the project, City may access maintenance area via City property and utility maintenance road. Applicant may be

required to extend or modify utility access road to reach Lot A. The access roads are eligible for SLIF credits.

82. If, after a good faith effort based on a MAI Appraisal, OWNER is unable to obtain offsite right of way, OWNER may request that CITY obtain the land at OWNER'S sole cost and expense. OWNER 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.

83. OWNER shall acquire by deed or lot line adjustment the right of way for the knuckle on "B" Street, with the final map that 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

84. The Property shall be connected to the City of Woodland's sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.

85. 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.

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

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

88. Any onsite septic tanks shall be to Yolo County Health Department standards, prior to the final map within which boundary it is contained.

Storm Water

89. 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 OWNER 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. OWNER shall pay the cost associated with all improvements required by the plan, and an appropriate reimbursement agreement shall be drafted to reimburse OWNER for oversize improvements on a pro rata basis per Development Agreement.

90. A topographic survey of the entire site and a comprehensive grading plan prepared by a registered civil engineer shall be required for the Project. 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.

91. 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.

92. 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.

93. Construction of the 60" Storm Drain between SR 113 and Harry Lorenzo Avenue may be completed in three phases as shown below or consolidated into fewer phases.
    - Phase 1 shall construct the extension of the Storm drain Line from Farmers Central Road/Harry Lorenzo Avenue along the alignment of Farmers Central Road extension west to the projected extension line of the western edge of E street.
    - Phase 2 shall construct the line from the extension of the western edge of E street to the extension of the lot line between lots 207 and 208
    - The portion of the Storm drain line between the extension of the lot line between lots 207 and 208 and connection with the SR 113 storm drain under crossing shall be constructed with the first to construct between phase 3 or phase 4.
    - Each phase of pipe construction shall include inlet structures/treatment areas to be submitted to the City and reviewed for approval by the City.

94. Prior to first final map applicant shall submit a revised tentative map showing the SD line and removing the temporary ditch fence and gates that are proposed (except what is necessary for phasing. <u>Access to manhole areas of the Storm drain shall be provided by</u>

extending or modifying sections of the existing access road, in a manner approved by the City.

Storm Water Quality Control

95. 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 than 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).

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

97. OWNER 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

98. All materials and installation of the water system shall be at OWNER''s expense per City of Woodland Standard Specifications and Details; except that the 12" in HLA north of "F" Street connecting to Gibson Road may be reimbursed by the City, not to exceed funds previously deposited to the City for 12" main along the alignment of FCR less payment made to the Heidrick Ranch project. Owner and City shall enter into a reimbursement agreement, prior to or coincidental to the approval of the final map.

99. 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.

100. If not constructed by others, the first final map shall construct a 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. The water main shall be 12" from Gibson Road to the split connection south of the "F" street round about and an 8" main may be constructed south from there to the connection of the 12" main constructed in HLA by the Heidrick development. Upon request, CITY may enter into a third party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner, if determined applicable to the adjacent development.

101. Owner shall construct 8" recycled water line main with Harry Lorenzo Drive from 20' north of the F Street roundabout to 5' south of north crosswalk for the FCR roundabout. An eight inch landscape irrigation main shall be extended across HLA and stubbed to serve Lot F and the park (terminating in the park). Ends of the main shall be capped in a manner approved by the City. Materials for the recycled main shall be C900 pipe

constructed to the standards for water mains in chapter 7 of the City standards, except that the pipe shall be purple. Alternatively this condition may be met by a City approved alignment that connects to HLA at "F" Street, proceeds south along "H" Street, serves the park and Lot F and terminates back in Harry Lorenzo Avenue. The recycled water will be SLIF reimbursable.

102. 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 requirement set forth in these conditions of approval. OWNER 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. OWNER 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 CITY's water distribution system.

103. 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 OWNER's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and OWNER's facility, OWNER shall make application and receive approval from the City Engineer or his/her designated agent.

104. 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.

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

106. OWNER 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

107. 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 by CITY 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.

108. The entire sound wall along the western edge of the tentative map shall be constructed as a part of the earlier of Phase 3 or Phase 4 of the final map for the Project. Sound wall design and construction costs are eligible for SLIF credits.

109. A 28' landscape strip shall be constructed along the western boundary of the Property as a part of the earlier of Phase 3 or Phase 4 of the Project. OWNER shall bond for landscaping and include the landscaping in the public improvements, which are eligible for SLIF credits upon addition to the Spring Lake CIP.

Grading

110. 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 Project. 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.

111. 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.

112. 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

113. OWNER shall pay all required fees for processing final maps (technical check) with final map submittal.

114. Prior to approval of improvement plans, OWNER shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the CITY's 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.

115. At building permit issuance OWNER shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance.

116. 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.

117. If existing buildings are demolished, OWNER 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.

Engineering General Conditions

118. Prior to final map, OWNER shall submit and have approved a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City Engineer and Community Development Department.

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

120. OWNER shall enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.

121. OWNER shall 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.

122. OWNER shall submit proposed street names to CITY's Fire Department for approval with a copy to Engineering prior to improvement final map submittal.

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

124. All non-single family water services to this Project 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.

125. OWNER shall submit an application for reapportionment of assessments with the parcel map or subdivision map.

126. OWNER 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 CITY prior to approval of the final map and start of construction.

127. 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.

128. 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.

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

130. If conditions for the Project require OWNER to construct improvements that benefit parties other than OWNER, and are subject to reimbursement by others as determined by the City Engineer, OWNER may request to enter into a reimbursement agreement drafted by the CITY. CITY shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.

131. If greater than 640 square feet, second units shall pay single family dwelling unit development fees.

132. All second units shall have separate water service and meter.

133. This Project is subject to the Construction and Demolition Debris Recycling and Diversion Ordinance (Ordinance No. 1469).

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

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

136. 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.

137. OWNER 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. OWNER shall include in the disclosure document for lots 197-208 that the City plans for a greenbelt, path, and pedestrian overcrossing to connect to a path on the west side of Hwy 113, and that future construction will be subject to available funds.

Fire Department

138. Weed Abatement. OWNER shall comply with the City of Woodland Weed Abatement Ordinance. OWNER shall maintain the Property 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.

139. 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. OWNER shall meet the required volume and duration at the Project site prior to obtaining a building permit.

140. 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

141. OWNER shall comply with the current codes that are in effect at the time of plan submittal.

142. Plans will need to be complete at the time of submittal as CITY does not accept deferred submittals.

143. All sub-contractors/companies working on the Project will be required to obtain a City of Woodland Business Registration ("Business License").

144. OWNER shall comply with FEMA regulations.

145. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit being issued.

146. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.

147. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others.

148. A soils investigation report shall be provide as specified in section 1803.5.3 of the 2013 CBC.

149. Because this project is located in an area known to contain expansive soils and per *Woodland General Plan Policy Document, Part II, Policy 8.A.9*, **"The City shall require the use of special bending-resistant designs where foundations must be slab-on-grade in areas with expansive soil."** and per *CBC 1808.6*, footings or foundations for buildings founded on expansive soils shall be designed in accordance with *CBC 1808.6.1* **and for concrete slab-on-ground foundations** the design shall be in accordance with *CBC 1808.6.2 and PTI Standard Requirements for Design of Shallow Post-Tensioned Concrete Foundations on Expansive Soils or WRI/CRSI Design of Slab-on-Ground Foundations*

and the specific recommendations as noted in the geotechnical engineering report. **Please submit plans and calculations stamped and signed by a California registered Civil or Structural Engineer or Architect** showing compliance. *Woodland General Plan Policy Document, Part II, Policy 8.A.9, CBC 1803.5.3 and CBC 1808.6*

Yolo Solano Air Quality Management District ("District")

150. 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.

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

City of Woodland

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

General Application Form

1. Owner/Applicant

PROPERTY OWNER:
_Cal-West Investors & Optimistic Partners_____
MAILING ADDRESS:
_173 Court Street, Suite D_____
CITY STATE ZIP CODE:
_Woodland, CA 95695_____
PHONE NUMBER:
_530-668-4056_____
E-MAIL ADDRESS:
_Melanie_Mathews@springlakedevelopment.org_____

PROJECT APPLICANT
_same_____
MAILING ADDRESS:
_____
CITY STATE ZIP CODE:
_____
PHONE NUMBER:
_____
E-MAIL ADDRESS:
_____

2. Application Requested

- ☐ General Plan Petition
- ☐ Zoning Amendment
- ☐ General Plan Amendment
- ☒ Tentative Subdivision Map
- ☐ Tentative Parcel Map
- ☐ Lot Line Adjustment
- ☐ Site Plan Review
- ☐ Design Review
- ☐ Sign Design Review
- ☐ Conditional Use Permit (CUP)
- ☐ Zoning Administrator Permit
- ☐ Variance
- ☐ Public Convenience or Necessity

Other _____

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

3. Project Description

Project Name:
_Cal-West Tentative Map Application_____
Total Acres or Square Feet
7.61 acres(45 acres in total - this is in addition to Map 4991)_
Is Your Project Located in a Flood Zone?
☐ Yes ☒ No

Site address or location:
1534 Harry Lorenzo Ave_____
Assessor's Parcel Number:
CW-041-070-051-000_OP-041-070-054 &055____
Does this request include signage?
☐ Yes ☒ No

4. Justification for Request

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

5. General Plan Amendment

Existing General Plan Designation	Gross Acres	Proposed General Plan Designation	Gross Acres

6. Zoning Amendment

Existing Land Use Zone	Gross Acres	Proposed Land Use Zone	Gross Acres

7. Residential Development

No. of residential units are being requested? _225_

*176 of which are included in Map 4991

No. of lots will be created by this project? _225_

Single Family __225____ Half-plex _____

Duplex _____ Apartments _____

Condominiums _____ Other _____

Townhomes _____ Total Units _____

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.

Date Recived Stamp Here

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

Cal-West Investors/Optimistic Partners

Applicant: Date

CW 3/4/15

Legal Owner: Date

OP 3/4/15

Legal Owner: Date

DEPARTMENT USE ONLY

Amount Paid _____ Project No. _____

Amount Due _____ Logged by _____ Date _____

GP / Zoning Designation _____ Planner _____ Date _____

Cal-West Investors, LLC
173 Court Street, Ste. D
Woodland, CA 95695
530/668-4056

Optimistic Partners, LLC
2525 Second Street
Davis, CA 95618
530/758-5800

March 2, 2015

Ms. Erika Bumgardner
City of Woodland
Community Development Department
300 First Street
Woodland, CA 95695

RE: Statement of owners agreeing to file Tentative Map Application

Dear Ms. Bumgardner:

Please accept this letter as our acknowledgement and agreement to file the Tentative Map Application for the property owned by Cal-West Investors and Optimistic Partners. Authorized Members for both parties have signed below in acceptance of this filing.

Please feel free to contact Melanie Mathews at 530.668.4056 if you have any further questions regarding this filing.

Best Regards,

Melanie Mathews
Managing Member for Cal-West Investors

Bill Streng
Managing Member for Optimistic Partners

Statement of Justification

We are submitting this application to create a Tentative Map for the zoned but unmapped property to be consistent with the surrounding developments.

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

Development Agreement No. 15-01

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. [1501]

This Development Agreement (hereinafter "Agreement") is entered into as of this 3 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 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.6 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: a managing member

Dated: 2/3/15

Optimistic Partners, LLC

By: _____

Its: Managing Member

Dated: 2/3/15

CITY

CITY OF WOODLAND, a California Municipal Corporation

By: _____

~~Marlin, 'Skip' Davies~~ Tom Stallard
Mayor

Dated: _____

ATTEST:

By: _____

Ana Gonzalez
City Clerk

82093.0018A\8066689.2

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate in attached, and not the truthfulness, accuracy, or validity of that document.

State of CA)
) ss.
County of Yolo)

On 2-3-15, before me, Melonie Nickalou Lucero, Notary Public, personally appeared Bill Strong, who proved to me on the basis of satisfactory evidence to be the person (s) whose name 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 (~~ies~~) 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 is true and correct.

WITNESS my hand and official seal.

Melonie Nickalou Lucero [Seal]

MELONIE NICKALOU LUCERO
Commission # 2001654
Notary Public - California
Yolo County
My Comm. Expires Jan 17, 2017

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate in attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Yolo)

On February 3, 2015, before me, Ana B. Gonzalez, Notary Public, personally appeared Tom Stallard, who proved to me on the basis of satisfactory evidence to be the person (s) whose name 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 (ies) 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 is true and correct.

WITNESS my hand and official seal.

Ana B Gonzalez [Seal]

ANA B. GONZALEZ
COMM. #2064608
Notary Public - California
Yolo County
My Comm. Expires May 14, 2018

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate in attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Yolo)

On February 3, 2015, before me, Ana B. Gonzalez, Notary Public, personally appeared Melanie C. Mathews, who proved to me on the basis of satisfactory evidence to be the person (s) whose name 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 (ies) 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 is true and correct.

WITNESS my hand and official seal.

AnaBGonzalez

[Seal]

ANA B. GONZALEZ
COMM. #2064608
Notary Public - California
Yolo County
My Comm. Expires May 14, 2018

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:

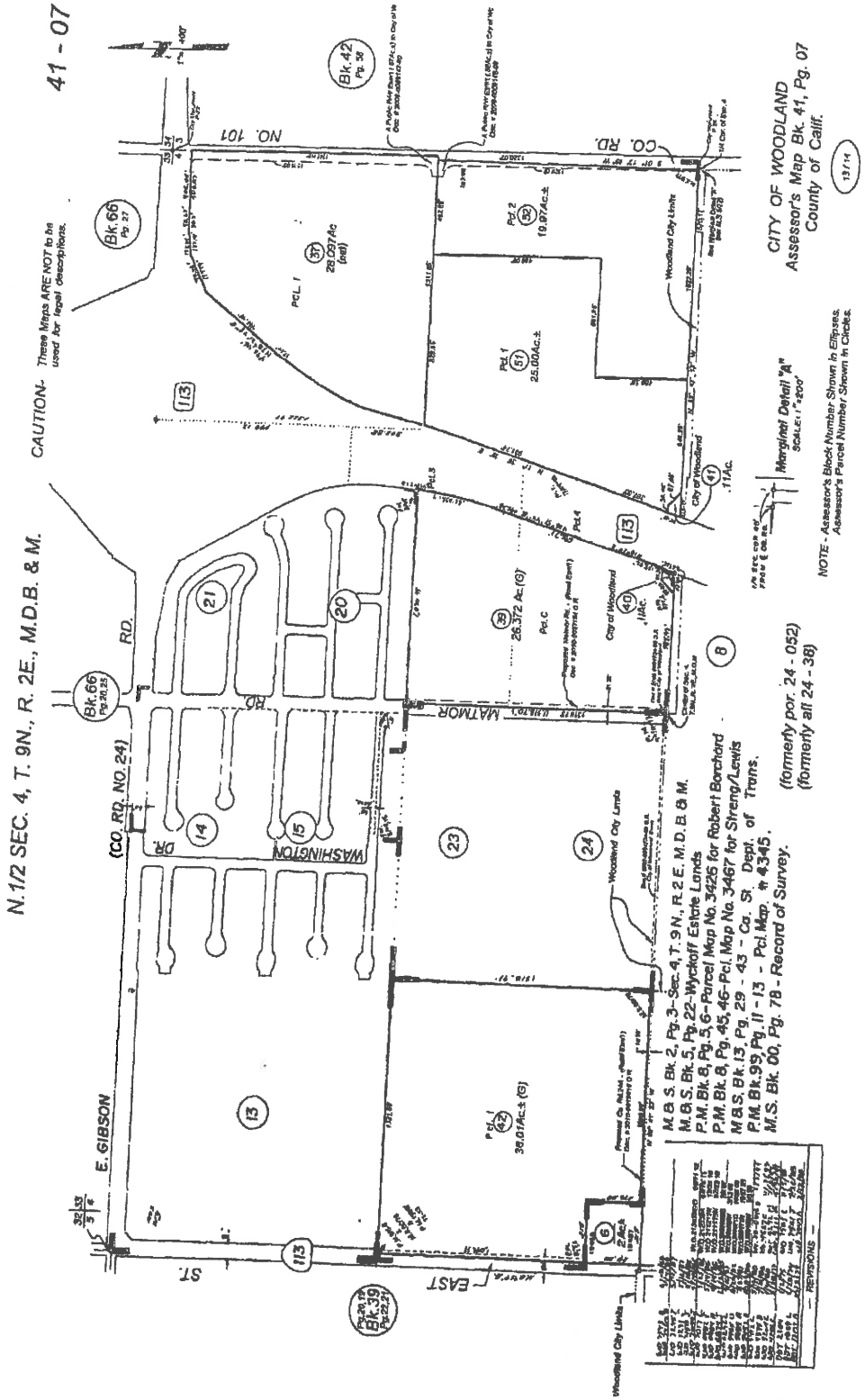
BEGINNING AT THE NORTHEAST CORNER OF PARCEL 2 OF SAID LOT LINE ADJUSTMENT, THENCE THE FOLLOWING 6 (SIX) COURSES:

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)



NOTICE

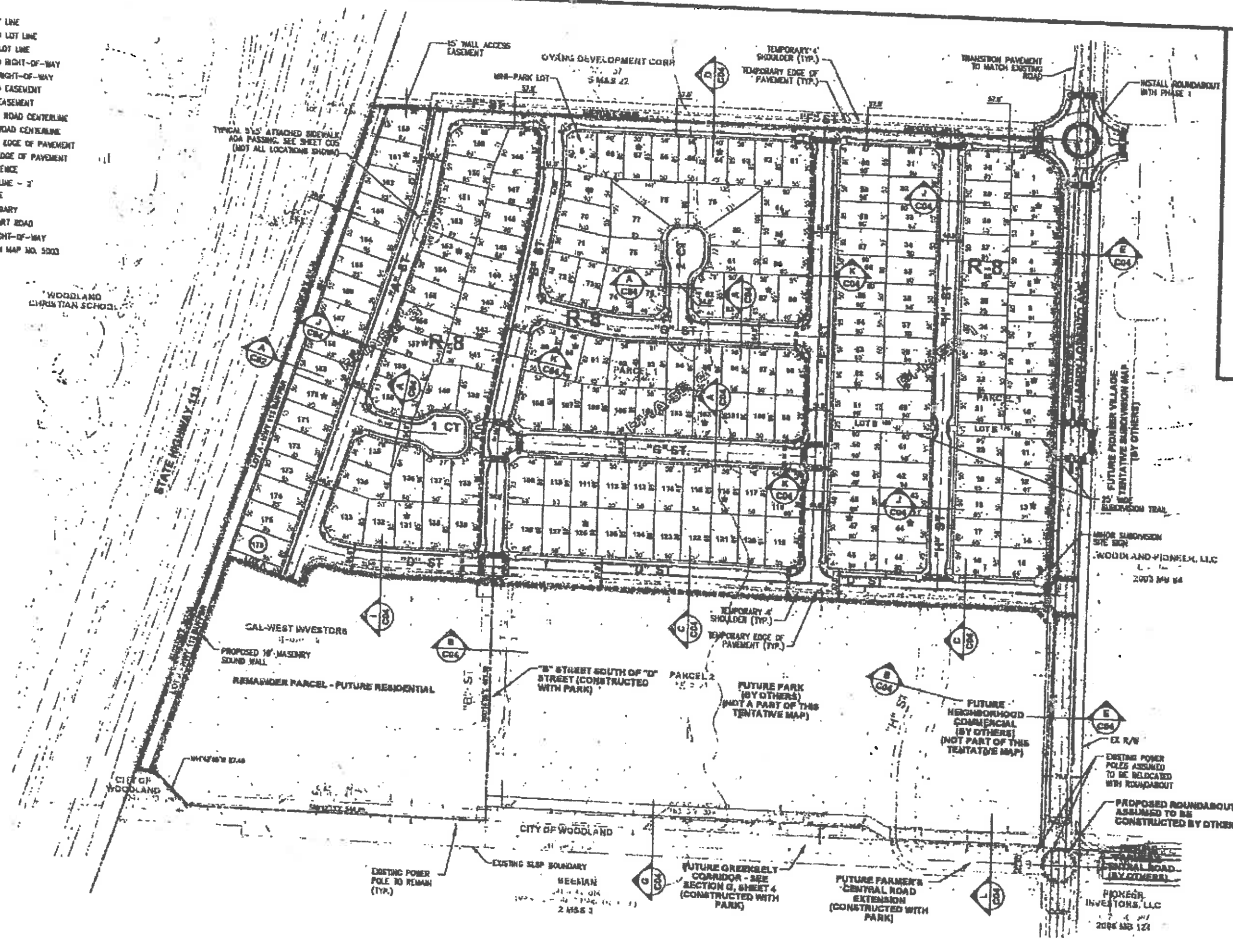
First American Title

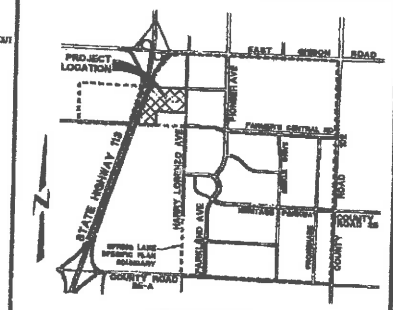
EXHIBIT "B"

(Map of the Property)

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
- (SOC.3) SUBDIVISION MAP NO. 5003





VICINITY MAP
~NTS~

GENERAL NOTES

OWNER / DEVELOPER:

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

OPTIMISTIC PARTNERS
1849 FIFTH STREET, SUITE 100
DAVIS, CA 95616
(530) 753-2829

CIVIL ENGINEER:

STEVE GREENFIELD RCE C50880
CUNNINGHAM ENGINEERING
2840 SPATFORD STREET
DAVIS, CALIFORNIA 95616
(530) 756-2026

PARCEL NUMBERS and APN's:

PARCEL 1 OF BOC. 2013-0025468-00 (INCLUDES FUTURE RESIDENTIAL SOUTH OF PHASE 3):
APN: 041-070-051
PARCEL 1 OF PM 5003:
APN: 041-070-052

AREA:
33.88 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 HEREON 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-5 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-5 AREA – AFFORDABLE HOUSING REQUIRED FOR THIS MAP IS 10% OF THE R-5 LIMITS. 170 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-5 (PHASE 1-3)	(27.91 AC.)	(28.94 AC.)	(170)	(6.09 du/ac)
PHASE 1	5.31 AC.	5.77 AC.	52	9.79 du/ac
PHASE 2	11.90 AC.	11.16 AC.	66	5.54 du/ac
PHASE 3	7.69 AC.	6.97 AC.	52	6.76 du/ac
LOT A	0.90 AC.			0.67 du/ac
LOT B	0.12 AC.			
TOTALS:	28.92 AC.	28.94 AC.	170	

*GROSS ACREAGE INCLUDES PREVIOUSLY INDICATED HARVY LEGEND AVENUE 250'-OF-WAY.

LAND USE COMPARISON CHART

	EXISTING SPECIFIC PLAN			DENSITY PERMITTED (BASED ON NET ACREAGE)	PROPOSED TENTATIVE SUBDIVISION MAP		
PHASE	USE	NET AREA	# UNITS		USE	NET AREA	# UNITS
PHASES 1&2	R-5	17.51 AC.	170	170 – 339 LOTS	R-5	17.51 AC.	170
LOT A (NORTH)	R-5	0.21 AC.			1	0.21 AC.	0
LOT B	R-5	0.14 AC.			1	0.14 AC.	0
LOT A (SOUTH)	R-5B	0.17 AC.	4		4	0.67 AC.	0
TOTALS:			170			28.46 AC.	170

INTERSECTION CURB RADII TABLE

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

PUBLIC / QUASI PUBLIC LOT SUMMARY

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

N

100 50 0 100 200
SCALE: 1" = 100'

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

CITY OF WOODLAND CALIFORNIA

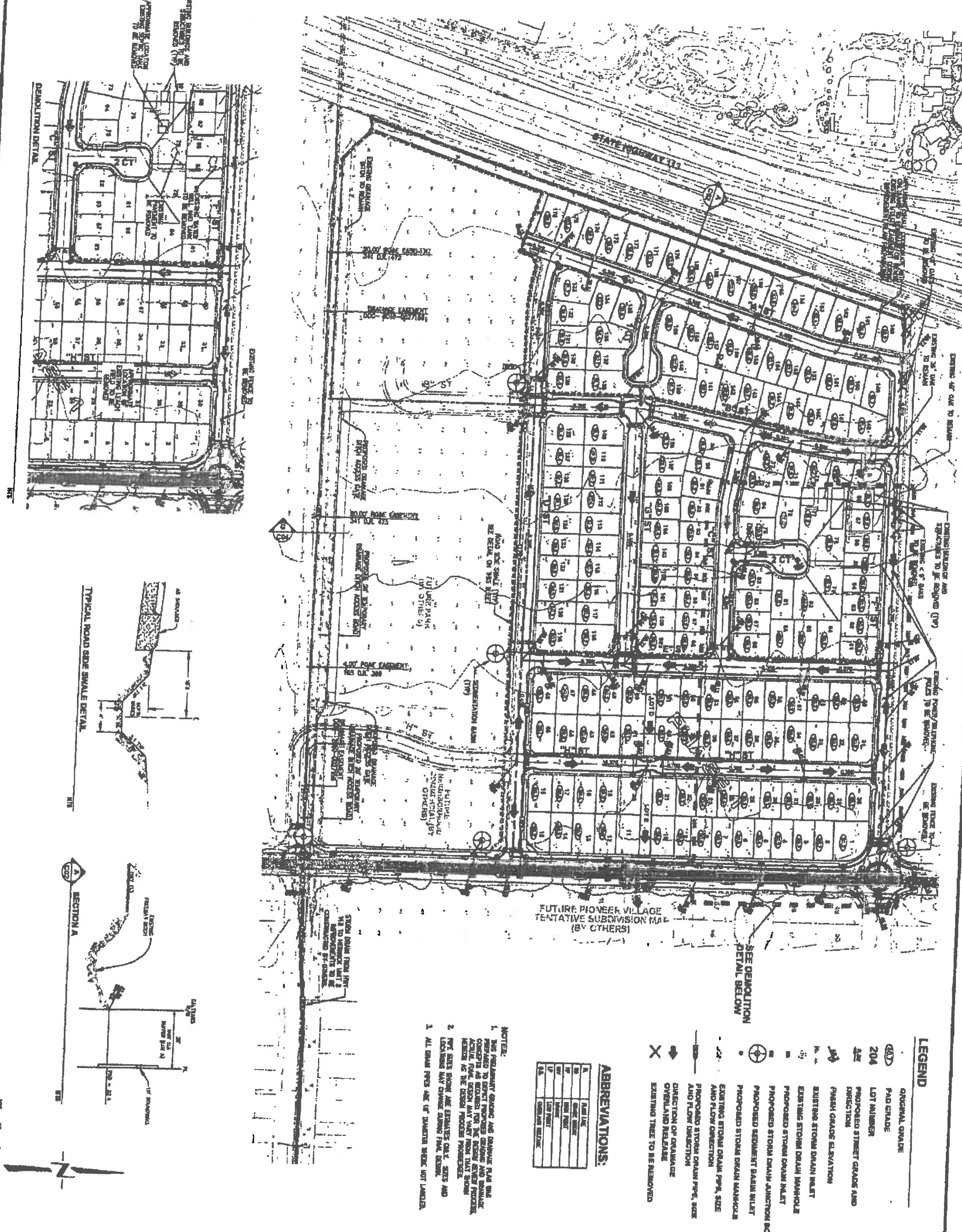
SHEET C01 OF 5

DATE: 07/03/13

JOB NO: 905.40

DESIGNED BY: SG/GB
DRAWN BY: LK/GB
CHECKED BY: SG
SCALE: AS SHOWN

GREENFIELD CUNNINGHAM
Project Planning • Civil Engineering • Landscape Architecture
Davis Office: 2840 Spafford Street, Davis, CA 95616 (530) 756-2026
Sacramento Office: 2122 19th Street, Suite 100, Sacramento, CA 95818 (916) 455-5028



SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
GRADING AND DRAINAGE PLAN

CITY OF WOODLAND — CALIFORNIA

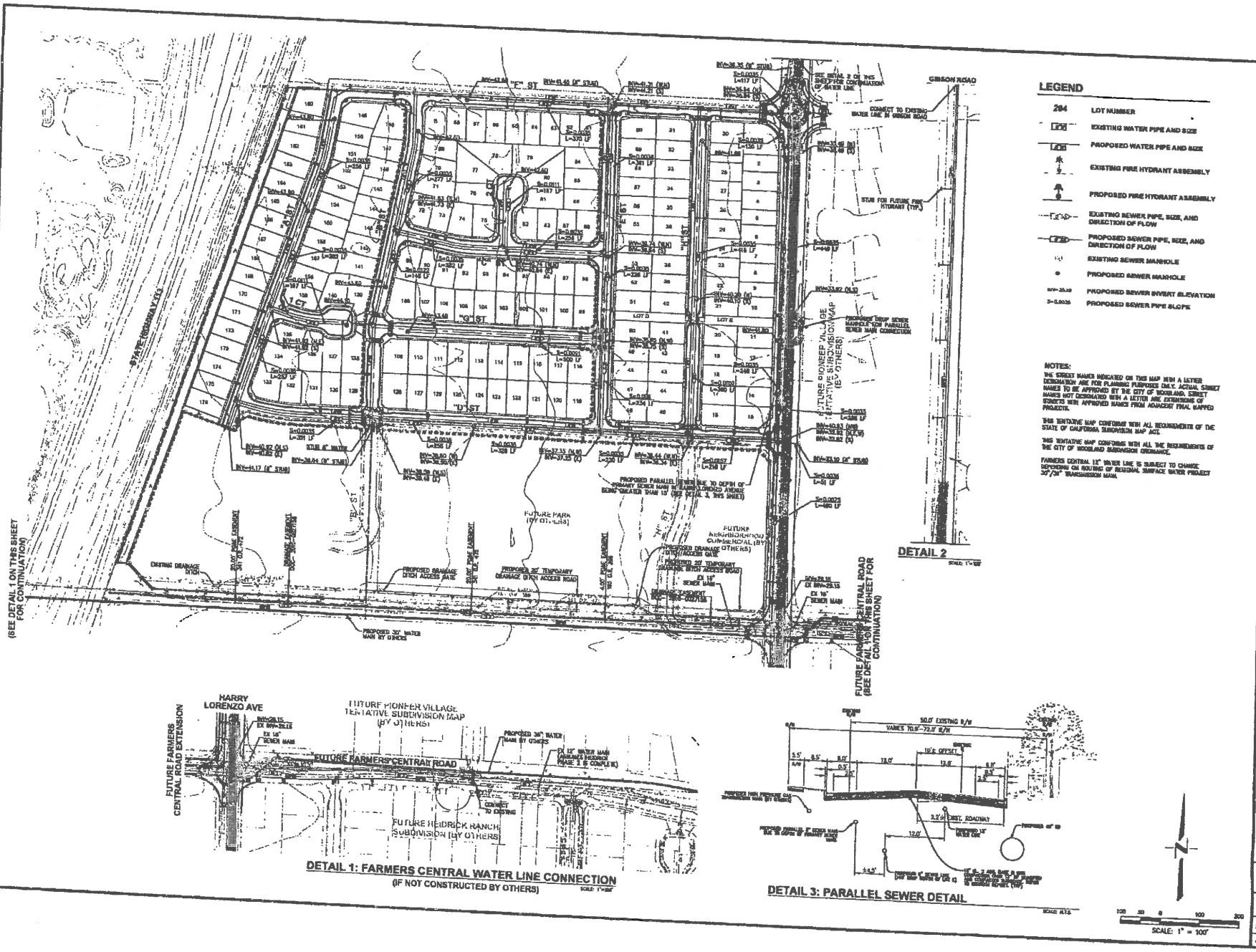
SHEET C02 OF 5

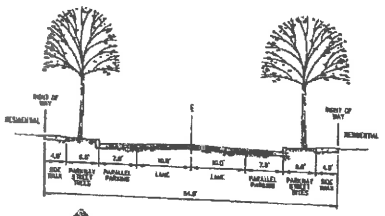
DATE: 07/03/13

CFCWEST.COM

Project Planning • Civil Engineering • Landscape Architecture

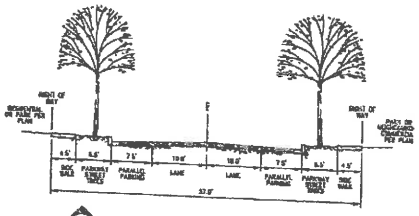
DESIGNED BY SG/AB
DRAWN BY LE/AB
CHECKED BY SG
SCALE AS SHOWN


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:
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.
THIS TENTATIVE MAP CONFORMS WITH ALL REQUIREMENTS OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT.
THIS TENTATIVE MAP CONFORMS WITH ALL THE REQUIREMENTS OF THE CITY OF WOODLAND SUBDIVISION ORDINANCE.
FARMERS CENTRAL 12" WATER LINE IS SUBJECT TO CHANGE DEPENDING ON ROUTING OF REGIONAL SURFACE WATER PROJECT 30"/36" TRANSMISSION MAIN.
DETAIL 2
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
SHEET C03 5
DATE 07/03/13
JOB NO. 805.40
AS SHOWN



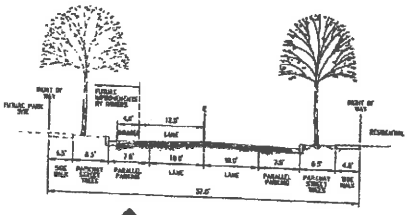
A C01 — 54' LOCAL STREET

PHASE 2
"J" COURT
"C" STREET
"A" STREET
PHASE 3
"I" COURT



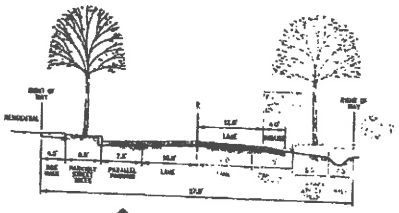
B C01 — FUTURE 52' LOCAL STREET

TO BE CONSTRUCTED WITH PARK
"B" STREET (SOUTH OF "D" STREET)
"H" STREET (SOUTH OF "D" STREET)



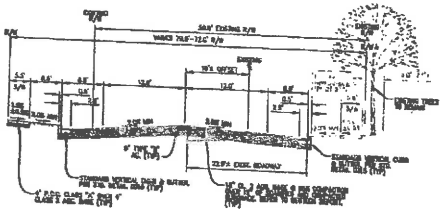
C C01 — 57' LOCAL STREET

PHASE 1
"D" STREET (BETWEEN HARRY LORENZO AND "E" STREET)
PHASE 2
"D" STREET (BETWEEN "B" STREET AND "E" STREET)



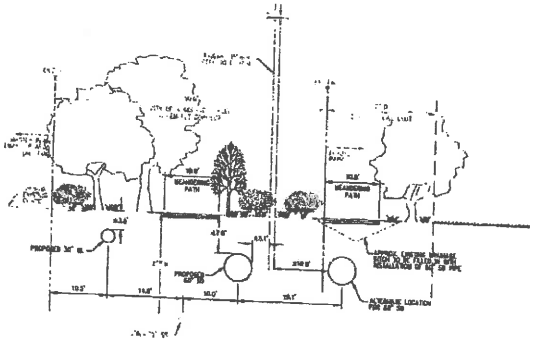
D C01 — 57' LOCAL STREET

PHASE 1
"F" STREET (BETWEEN HARRY LORENZO AND "E" STREET)
PHASE 2
"F" STREET (BETWEEN "B" STREET AND "E" STREET)
PHASE 3
"F" STREET (BETWEEN "A" STREET AND "B" STREET)



E C01 — HARRY LORENZO AVENUE

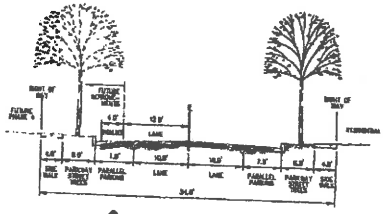
PHASE 1
BETWEEN "F" STREET AND FARMERS CENTRAL ROAD



NOTE: THE INTENT IS FOR ONE MEANDERING PATH TO BE CONCRETE AND THE OTHER TO BE DECOMPOSED GRANITE OR ASPHALTIC BASE. CITY BIKEWAY BIKE PATH IS COMPOSED OF BRICK MATERIAL.

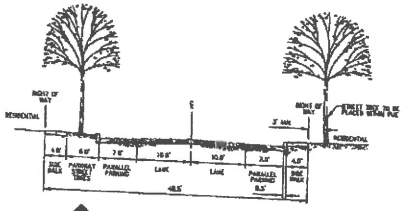
G C01 — FUTURE GREEN/BELT CORRIDOR

TO BE CONSTRUCTED WITH PARK



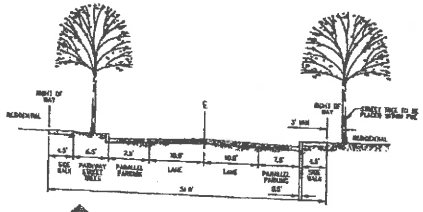
I C01 — 54' LOCAL STREET

PHASE 1
"G" STREET (BETWEEN "A" STREET AND "B" STREET)



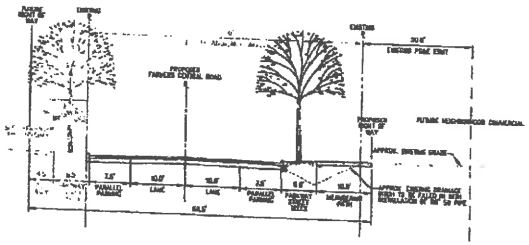
J C01 — 46.5' LOCAL STREET

PHASE 1
"A" STREET (NORTH OF "B" STREET; MIRRORED SECTION)
PHASE 2
"A" STREET



K C01 — 51' LOCAL STREET

PHASE 1
"E" STREET (MIRRORED SECTION)
PHASE 2
"B" STREET (NORTH OF "D" STREET)



L C01 — FUTURE FARMERS CENTRAL ROAD EXTENSION

TO BE CONSTRUCTED WITH PARK

DESIGNED BY	DG/JA		
DRAWN BY	LK/JB		
CHECKED BY	DG		
SCALE	AS SHOWN		

#	DATE	REVISION	BY	APPR.

CENTEX LOV

Project Planning • Civil Engineering • Landscape Architecture

Owners Office:
2120 20th Street, Suite 170
Sacramento, CA 95818
(916) 452-3525

Design Office:
3840 Spyglass Drive
Davis, CA 95616
(530) 756-7700

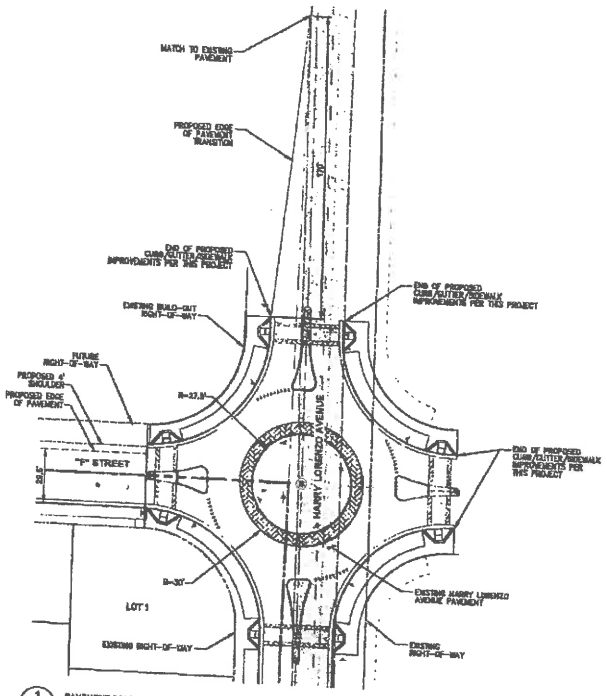
SPRING LAKE SPECIFIC PLAN
CAL WEST
TENTATIVE SUBDIVISION MAP #4991
SECTIONS

CITY OF WOODLAND CALIFORNIA

SHEET C04 / 5

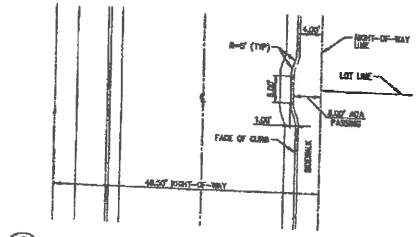
DATE: 07/03/13

JOB NO: 905.40



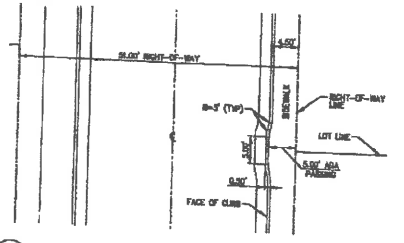
1 C01 PAVEMENT CONNECTION DETAIL

SCALE: 1" = 30'



2 C01 5' X 5' ATTACHED SIDEWALK ADA PASSING DETAIL: 48.5' R/W

SCALE: 1" = 10'



3 C01 5' X 5' ATTACHED SIDEWALK ADA PASSING DETAIL: 51.0' R/W

SCALE: 1" = 10'

DESIGNED BY BG/JB
DRAWN BY LE/JB
CHECKED BY SC
SCALE AS SHOWN

NO.	DATE	REVISION	BY

GEORGE F. JAY

Parker Planning + Civil Engineering + Landscape Architecture

Davis Office: 2100 Bird Street, Suite 200, Davis, CA 95616, (916) 756-0928

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

CITY OF WOODLAND CALIFORNIA

SHEET C05 OF 5

DATE: 07/03/13

JOB NO: 905.40

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 <u>include a 20%</u> 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 <u>include a 20%</u> 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 <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.

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.

CONFORMED COPY
NOT COMPARED
WITH ORIGINAL

NO FEE DOCUMENT per Government Code 6103

YOLO Recorder's Office
Freddie Oakley, County Recorder
DOC- 2015-0005092-00
Acct 119-Woodland City
Tuesday, MAR 03, 2015 13:08:00
Ttl Pd $0.00 Rcpt # 0001133133
FRT/R5/1-8

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attention: City Clerk

MEMORANDUM OF AGREEMENT

Cal West Investors LLC and Optimistic Partners LLC
Amended and Restated Development Agreement

This replaces the previously recorded Development Agreement, Doc# 2012-0023092.

This Memorandum of Agreement is made and entered into by and between Cal West Investors LLC and Optimistic Partners LLC, California limited liability companies (together "Developers") and the City of Woodland ("City"), a municipal corporation organized and existing under the laws of the State of California, with respect to the following facts:

City and Developers hereby agree to be bound by all of the terms and conditions contained in the "Amended and Restated Development Agreement" between City of Woodland, Cal West Investors LLC, and Optimistic Partners LLC dated September 3 2013, the terms and conditions of which are made a part hereof as though fully set forth herein, and which Amended and Restated Development Agreement control the use and development of that certain real property, including any improvements and personal property, situated in the County of Yolo, State of California, described as follows:

Legal Description attached hereto as Attachment 1.

Executed on this 2nd day of March, 2015, at Woodland, Yolo County, California.

CAL WEST INVESTORS LLC

By: _____

Its:

82093.0018B\9552791.1

(8)

OPTIMISTIC PARTNERS LLC

By: _____

Its:

CITY OF WOODLAND

By: _____
Tom Stallard
Mayor

ATTEST:

_____
Ana B. Gonzalez
City Clerk

APPROVED AS TO FORM:

_____
Kara K. Ueda
City Attorney

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On Feb. 17, 2015, before me, Ana B. Gonzalez Notary Public, personally appeared Tom Stallard, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

ANA B. GONZALEZ
COMM. #2064608
Notary Public - California
Yolo County
My Comm. Expires May 14, 2018

NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On 3-2-15, before me, Melonie Nickalou Lucero Notary Public, personally appeared G. Wm. Streng, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Melonie Nickalou Lucero
Notary Public

MELONIE NICKALOU LUCERO
Commission # 2001654
Notary Public - California
Yolo County
My Comm. Expires Jan 17, 2017

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

CAL-WEST INVESTORS

LEGAL DESCRIPTION

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

PARCEL ONE:

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 NORTHWEST CORNER OF PARCEL 1 OF SAID LOT LINE ADJUSTMENT, THENCE THE FOLLOWING 9 (NINE) COURSES:

1) SOUTH 89° 43′ 05″ EAST, 828.66 FEET;
2) THENCE SOUTH 00° 16′ 55″ WEST, 850.00 FEET;
3) THENCE NORTH 89° 43′ 05″ WEST, 581.98 FEET;
4) THENCE SOUTH 00° 16′ 55″WEST, 469.58 FEET;
5) THENCE NORTH 89° 42′ 13″ WEST, 546.89 FEET;
6) THENCE NORTH 44° 42′ 48″ WEST, 87.48 FEET;
7) THENCE NORTH 89° 42′ 48″ WEST, 36.46 FEET;
8) THENCE NORTH 18° 23′ 55″ EAST, 387.50 FEET;
9) THENCE NORTH 17° 38′ 39″ EAST, 931.74 FEET TO THE POINT OF BEGINNING.

SAID LEGAL IS SHOWN AS PARCEL 1 IN EXHIBIT "A" IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED AUGUST 8, 2012 AS INSTRUMENT NO. 2012-0025469 AND AS INSTRUMENT NO. 2012-0025470, YOLO COUNTY OFFICIAL RECORDS.

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.

PARCEL TWO:

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER, UNDER AND ACROSS THE NORTHERLY 25 FEET OF "PARCEL 2" AS SHOWN ON EXHIBIT "A" ON THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED JULY 2, 2007, INSTRUMENT NO. 2007-0023630, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL ONE ABOVE.

APN: 041-070-051-000

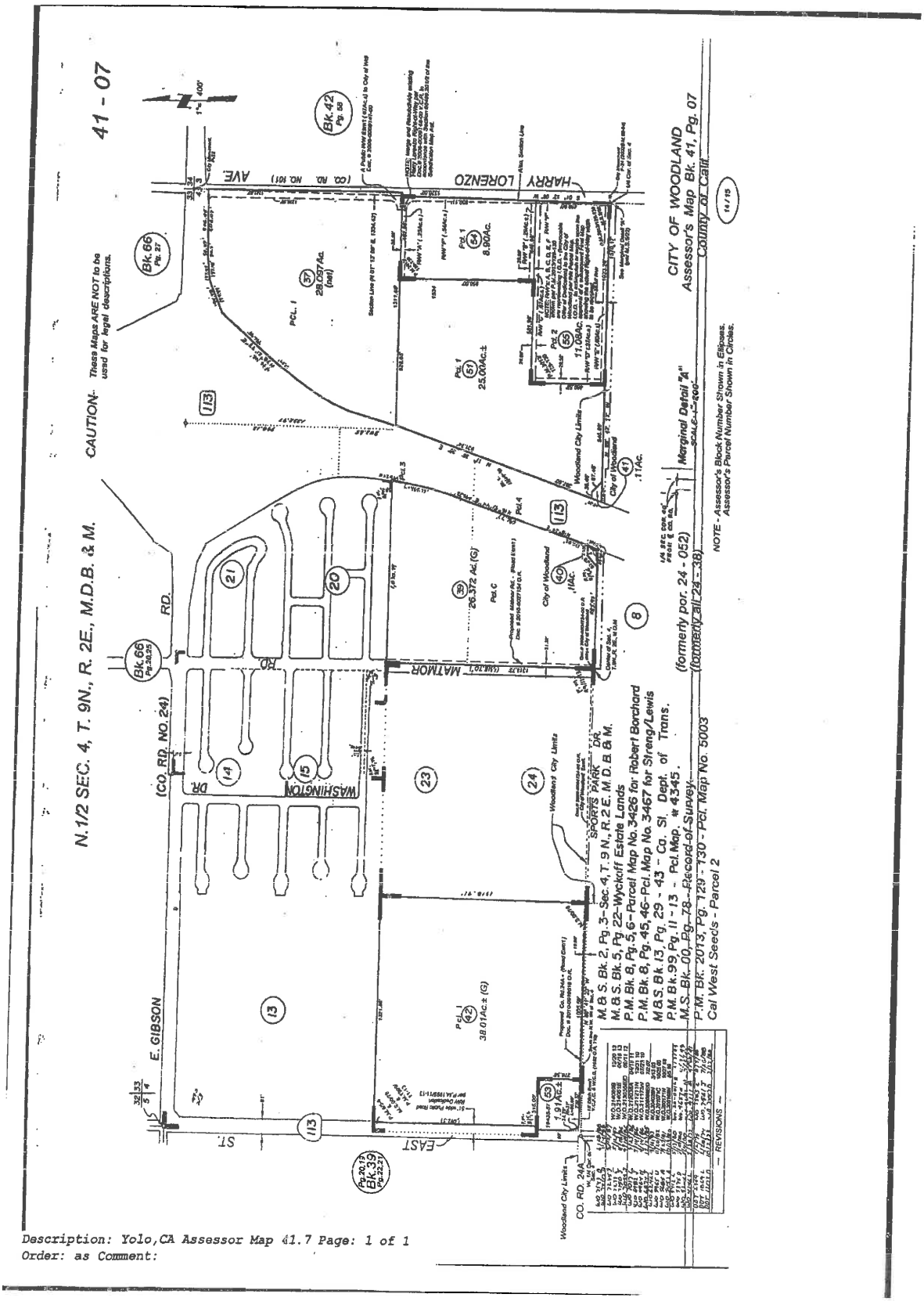
OPTIMISTIC PARTNERS

LEGAL DESCRIPTION

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

PARCELS 1 AND 2, AS SHOWN ON PARCEL MAP NO. 5003 FILED DECEMBER 20, 2013 IN BOOK 2013 AT PAGE 129 AND 130, YOLO COUNTY RECORDS.

APN: 041-070-054-000 (Parcel 1) and 041-070-055-000 (Parcel 2)



Description: Yolo,CA Assessor Map 41.7 Page: 1 of 1
Order: as Comment:

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, or a Memorandum of Agreement, 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 CITY and delivered to OWNER; and (iv) the Amendment, or a Memorandum of Agreement, has been recorded with Yolo County (the "Effective Date").

2. Amendment to Section 2.7(b). The address of Best Best & Krieger LLP, as provided for in Section 2.7(b) is changed to "500 Capitol Mall, Suite 1700."

3. **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 5.89 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 (the "Rezone Property"). ~~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.~~

4. Addition of Section 3.11. Section 3.11 is hereby added to the Agreement to read as follows:

> 3.11 Future Subdivision Map(s). A tentative subdivision map application shall be required that will set forth the lotting pattern of the Remainder Parcel and the 2-acre, R-8 development site east of the park. This Agreement shall be amended at the same time as tentative map approval and shall set forth applicable infrastructure improvements, timing and methods of financing improvements, and other specific performance obligations of the OWNER and CITY as related to the development of the Remainder Parcel and the 2-acre, R-8 development site east of the park.

5. Addition of Section 4.11. Section 4.11 is hereby added to the Agreement to read as follows:

4.11 Development and Transfer of N1 Park. This Section 4.11 sets forth the various obligations of OWNER to develop the N1, 8-acre park and sets forth OWNER's obligations to transfer the N1 Park to CITY.

4.11.1 Conceptual N1 Park Master Plan. Within ten (10) days following City Council approval of this Amendments, OWNER shall provide CITY FIFTEEN THOUSAND DOLLARS ($15,000.00) to fund the creation of a Park Improvement Master Plan for the N1, 8-acre park site. The Park Improvement Master Plan shall define the design of the N1 park improvements sufficient to determine the location of the permanent play structure within the first two acres to be built and other anticipated future park improvements. OWNER and CITY shall determine a mutually agreed upon date for the completion of the Master Plan.

4.11.2 N1 Park Purchase and Sale Agreement. OWNER and CITY shall negotiate a Purchase and Sale Agreement ("PSA") that will provide for the purchase by CITY of the N1 Park. The purchase price for the N1 park shall be negotiated following an appraisal paid for equally by CITY and OWNER. The PSA shall be negotiated prior to CITY's approval of the first final map that includes the fourteen (14) lots created by the rezoning of the 2-acre Neighborhood-Commercial property to R-8 residential zoning. Notwithstanding anything in this Agreement, or any other CITY approval, CITY shall have no obligation to approve a subdivision map for the lots created by the rezoning of the 2-acre Neighborhood-Commercial property to R-8 residential zoning until and unless OWNER and CITY have executed the PSA pursuant to this Section 4.11.2.

4.11.3 N1 Park Improvements. To the extent the PSA is executed, as described above in Section 4.11.2, then prior to the issuance of the fiftieth (50th) building permit issued for the Project, OWNER shall commence construction of 2 acres of the 8-acre park. Such construction shall include at a minimum irrigation and turf and installation of a play structure consistent with the Park Improvement Master Plan ("Two Acre Park Improvements"). In no event shall OWNER be obligated to spend an amount greater than FOUR HUNDRED FIFTY THOUSAND DOLLARS ($450,000.00) for the Two Acre Park Improvements, including all design, soft costs, and contingencies. OWNER agrees that this amount shall be adjusted by the annual Construction Cost Index (CCI) each January 1st, starting January 1, 2016. OWNER agrees to use its commercially reasonable efforts, weather permitting, to commence the construction of the Two Acre Park Improvements immediately thereafter, and diligently proceed to complete the Two Acre Park Improvements within one year thereafter. OWNER acknowledges that time is of the essence as to the commencement and completion of the Work. The PSA required under Section 4.11.2 shall include requirements for security equal to 125 percent (125%) of the total reimbursable cost ($450,000). CITY shall reimburse OWNER for the Two acre Park Improvements from the Spring Lake Park SLIF Fees, pursuant to a payment schedule set forth in the PSA. OWNER acknowledges that improvements to the remaining 6 acres of Park are at sole discretion of the CITY and subject to availability of

sufficient Spring Lake Park SLIF fees prior to commencing construction of the remaining improvements.

4.11.4 Transfer of Park from OWNER to CITY. After CITY issues a Notice of Completion for the N1 park initial 2 acre improvements, OWNER shall transfer ownership of the entire N1 Park property to CITY pursuant to the terms of the PSA required under Section 4.11.2.

6. Addition of Section 4.13. Section 4.13 is hereby added to the Agreement to read as follows:

4.13 Funds for Bike and Pedestrian Improvements. OWNER agrees to pay to the CITY a total of $1,000.00 per lot created within the Rezone Property and $150.00 per lot for the existing R-8 designated lots in TSM #4991, towards improved Spring Lake bicycle and pedestrian connectivity and enhancement project(s) such as the HWY 113 Bike/Pedestrian Overcrossing. Payments shall be made at time of approval of final map for each phase of the Project.

7. Amendment of Exhibit "C" of the Agreement. Exhibit C of the Agreement is hereby amended to amend the conditions of approval for the Project. Exhibit "C" of the Agreement is hereby deleted in its entirety and replaced with the attached **Exhibit "C,"** attached hereto and incorporated by this reference.

8. Amendment of Exhibit "D" of the Agreement. Exhibit D of the Agreement is hereby amended to amend the Development Fees and other fees identified in the Agreement for the Project. Exhibit "D" of the Agreement is hereby deleted in its entirety and replaced with the attached **Exhibit "D,"** attached hereto and incorporated by this reference.

9. 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.

h. Effect of Amendment. Except as expressly modified by this Amendment, the Development Agreement shall continue in full force and effect according to its terms and conditions, and CITY and OWNER hereby ratify and affirm all of their respective rights and obligations under the Development Agreement.

[Remainder of page intentionally left blank. Signatures on following page.]

i. 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:

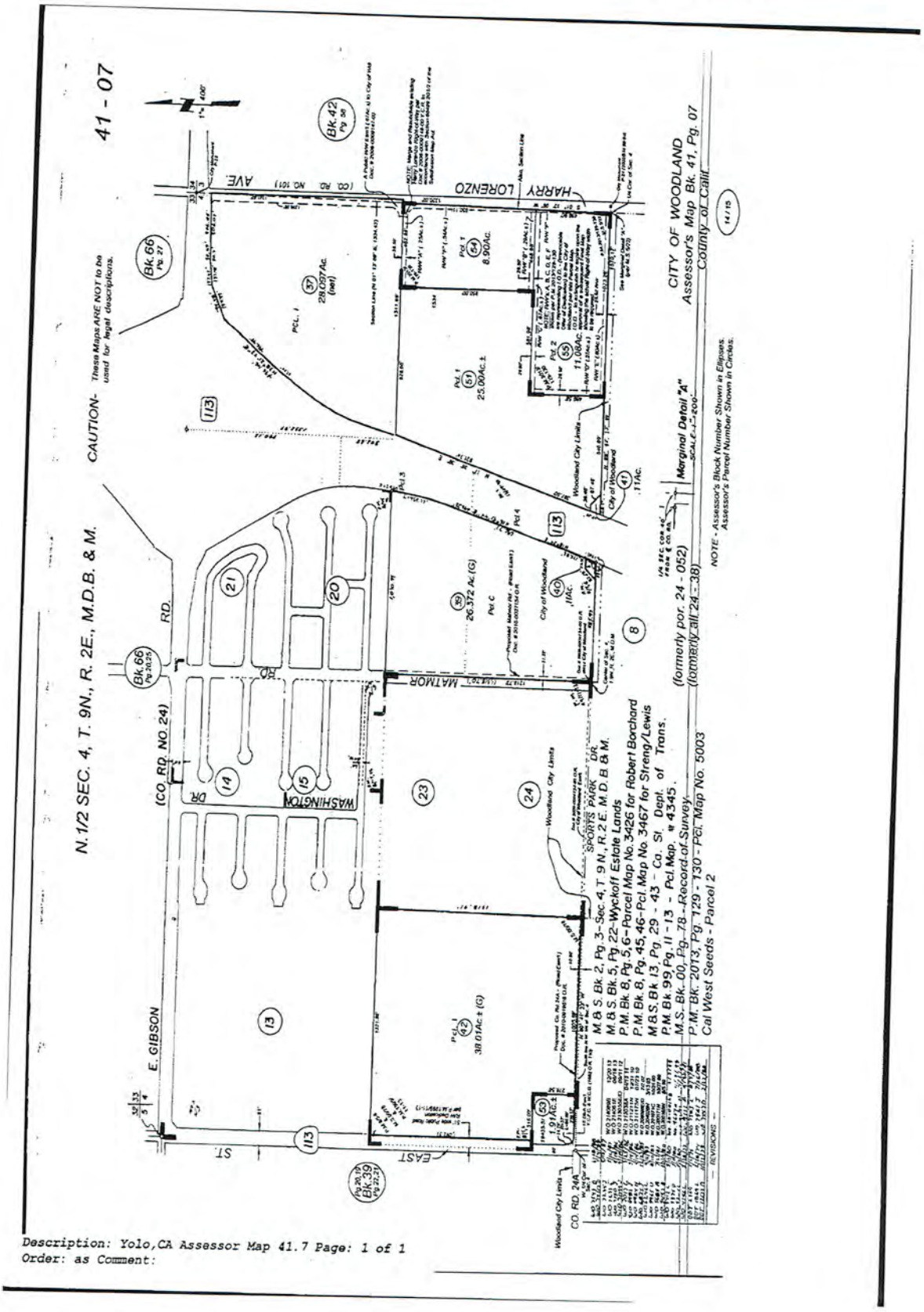
By:_____
Ana B. Gonzalez, City Clerk

APPROVED AS TO FORM

By: _____
Kara K. Ueda, City Attorney

EXHIBIT 1

Assessor Parcel Map and Legal Description



Description: Yolo,CA Assessor Map 41.7 Page: 1 of 1
Order: as Comment:

LEGAL DESCRIPTION

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

PARCELS 1 AND 2, AS SHOWN ON PARCEL MAP NO. 5003 FILED DECEMBER 20, 2013 IN BOOK 2013 AT PAGE 129 AND 130, YOLO COUNTY RECORDS.

APN: 041-070-054-000 (Parcel 1) and 041-070-055-000 (Parcel 2)

LEGAL DESCRIPTION

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

PARCEL ONE:

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 NORTHWEST CORNER OF PARCEL 1 OF SAID LOT LINE ADJUSTMENT, THENCE THE FOLLOWING 9 (NINE) COURSES:

1) SOUTH 89° 43′ 05″ EAST, 828.66 FEET:
2) THENCE SOUTH 00° 16′ 55″ WEST, 850.00 FEET;
3) THENCE NORTH 89° 43′ 05″ WEST, 581.98 FEET;
4) THENCE SOUTH 00° 16′ 55″WEST, 469.58 FEET;
5) THENCE NORTH 89° 42′ 13″ WEST, 546.89 FEET;
6) THENCE NORTH 44° 42′ 48″ WEST, 87.48 FEET;
7) THENCE NORTH 89° 42′ 48″ WEST, 36.46 FEET;
8) THENCE NORTH 18° 23′ 55″ EAST, 387.50 FEET;
9) THENCE NORTH 17° 38′ 39″ EAST, 931.74 FEET TO THE POINT OF BEGINNING.

SAID LEGAL IS SHOWN AS PARCEL 1 IN EXHIBIT "A" IN THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED AUGUST 8, 2012 AS INSTRUMENT NO. 2012-0025469 AND AS INSTRUMENT NO. 2012-0025470, YOLO COUNTY OFFICIAL RECORDS.

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.

PARCEL TWO:

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER, UNDER AND ACROSS THE NORTHERLY 25 FEET OF "PARCEL 2" AS SHOWN ON EXHIBIT "A" ON THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED JULY 2, 2007, INSTRUMENT NO. 2007-0023630, OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL ONE ABOVE.

APN: 041-070-051-000

EXHIBIT C

CONDITIONS OF APPROVAL FOR THE CAL WEST PROJECT, 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 February 3, 2015 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 may require modification of the Development Agreement, conditions and environmental documents.

2. Indemnification. OWNER shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers and employees from any claim, action or proceeding against CITY or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by CITY, its legislative body, advisory agencies or administrative officers. CITY will promptly notify OWNER of any such claim, action, or proceeding against CITY, and OWNER will either, at CITY's discretion, undertake defense of the matter and pay 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. OWNER shall be responsible for informing all subcontractors, consultants, engineers, or other business entities providing services related to the Project of their responsibility to comply with all pertinent requirements of the City of Woodland Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City in addition to applicable state and federal laws.

5. Construction Management Plan. Prior to issuance of any permit or inception of any construction activity on the site, OWNER 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.

   OWNER is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If OWNER fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, OWNER will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, 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 CITY to impose certain fees, and that may waive OWNER's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

7. Coordination of Plans. OWNER shall be responsible for coordinating all plans to ensure consistency throughout the various plan submittals including site, landscaping, and improvement plans, prior to submittal for review.

8. Affordable Housing. The Project is subject to the Spring Lake Affordable Housing Plan in effect at time of construction and/or applicable affordable housing in-lieu fees, and Ordinance 6A, CITY's Inclusionary Housing Ordinance. 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 either (a) 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 (b) 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 February 3, 2015 City Council staff report).

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 OWNER 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 CITY's approval of OWNER's first final map, 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 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), 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 low income units.

12. 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.

13. Affordable unit size. There shall be an average of three bedrooms provided per affordable unit, and OWNER may 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. OWNER may request an exemption from the requirements of this condition if, based on substantial evidence and financial information, such a mixture would be economically infeasible, as determined by 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.

14. Affordable quality of materials. The design of affordable units and the materials used in construction of affordable units shall be of an equal standard as those used for market rate units; however, affordable for-sale units may feature different interior amenities than those of the market rate units.

15. Fair Share Cost. OWNER agrees to fund on a fair share basis, as determined by CITY, a 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).

16. 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), and 6.24 and 6.25 (fire station).

17. Nexus Study. OWNER shall comply with the requirements of the Spring Lake Specific Plan Nexus Study.

18. 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.

19. 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 CITY shall be applied as follows, and in the following order: 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 CITY's discretion.

20. 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 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.

21. Reservation of Lots for public sale. The requirements of Section 21-15-1 of CITY's Municipal Code relating to "Reservation of Lots for Public Sale" shall be met. Lots shall be offered at a fair market price. If the offered lots have not sold by the end of the 45-day period, OWNER shall be required to demonstrate that the lots were offered at a fair market price. This will entail the provision of an appraisal by a qualified professional appraiser. If the appraiser indicates that the offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45- days at a fair market value.

Finance Department

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

23. SL Community Facilities District 2004-1. At OWNER's option, OWNER may petition 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.

24. Fee Credits. Any financing method employed that 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

25. 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.)

26. Prior to the start of any work on-site, OWNER 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.

27. 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.

28. 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.

29. 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.

30. Street Tree Master Planting Plan. Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plan shall be reviewed for conformance with the Spring Lake 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.

31. 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.

32. Tree Preservation and Replacement Planting

- *Replacement.* In accordance with Section 20A of the City of Woodland Municipal Code, OWNER 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*. 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 that impacts each Oak Tree, OWNER shall submit a tree protection plan to be included in the improvement plans that 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 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 the design approved by the Community Development Department and 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 location)
    D. The trees and pocket park shall be included in the Spring Lake Lighting and Landscaping assessment district.

33. Utility Design. The location of all utility structures shall be coordinated with and depicted on the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. OWNER shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).

34. 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.

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

36. Compliance with State Water Conservation Ordinance. OWNER 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.

37. 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 and 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. The sound wall will need to be bonded for and included in the public improvements and are eligible for SLIF credits.

38. Sound Wall Landscaping. Landscaping shall be provided in accordance with 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. Entry signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, OWNER 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 Director 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.

44. 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.

45. 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 percent (5%) 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.

46. 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.

47. 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:

48. Mitigation Requirements. OWNER 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.

49. 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. Additional noise conditions include:

    - A 10-foot tall noise barrier shall 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 shall 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.

50. Ground Nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3, thirty (30) days prior to commencement of grading or any site work, OWNER shall have prepared and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then Mitigation Measures 4.5-3 (b-d) of the Spring Lake Specific Plan Mitigation Monitoring plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.

51. Mitigation Easements. Mitigation for loss of agricultural land and hawk habitat in the form of land set asides shall be fully executed (signed and recorded with Yolo County) and in place 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.

52. Raptor Survey. OWNER shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding season (March 1 through September 15). This survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that the proposed activity is planned to begin to determine if any nesting birds of prey would be affected.

53. 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) shall be followed.

54. 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).

55. Mosquito Vector Control. Prior to each construction season, if OWNER has a project under construction, OWNER shall consult with, and implement the recommendations of the Mosquito Vector Control District regarding control of mosquitoes, black gnats, and other vectors.

56. Construction Recycling. Prior to the commencement of construction on any project, OWNER shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan and all other CITY requirements. (MM 4.13-18)

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

58. Off-site improvements. Off-site improvements shall satisfy the requirements of SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.

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

Engineering Development Services

Roadways

60. 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, this road may be revised to a partial street section (similar to cross section C on Sheet 4 with approval of the City Engineer).

61. Streets fronting the park: Subdivisions opposite the park shall complete corresponding street section including curb, gutter, sidewalk, landscaping, lighting, hydrants and appurtenances for the park. 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.

62. OWNER 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.

63. Unless constructed by others, OWNER 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 OWNER, 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. The final cost determination shall be approved by the City Engineer.

64. Unless constructed by others, OWNER 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 Harry Lorenzo Drive to its southerly terminus.

65. Unless constructed by others, OWNER 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 OWNER, 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.

66. 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. The 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 CITY. At a minimum, the corridor shall include a 10 foot path and shall: be reinforced to support maintenance/emergency vehicles, include 10 foot of landscaping, parkway level lighting along the length of the corridor, two, 4 inch conduits for future broadband constructed to fiber standards, and connect to "B" Street as well as align ultimately for the SR 113 overcrossing and connect to conduits under SR 113 placed by others. 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 remainder parcel is developed 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 OWNER shall prepare a preliminary design with a cost estimate for the greenbelt corridor. The cost estimate shall <u>include a 20%</u> 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 225 (176 units for the map plus 49 additional units estimated as a result of the R-15 and Neighborhood Commercial site rezones).

    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, CITY will enter into a third 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 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.

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

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

69. With the first final map and the extension of Farmers Central Road from Pioneer Avenue to Harry Lorenzo Drive, OWNER 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.

70. 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 CITY.

71. OWNER 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 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.

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

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

<u>Easements and Right of Way</u>

74. A seven (7) foot (or ten (10) foot if adjacent to monolithic sidewalk) public utility easement shall be provided at back of (separated) sidewalk, adjacent to all public streets within the development and shall be dedicated to CITY and may be required elsewhere as requested by the utility companies and approved by CITY.

75. Prior to approval of the first set of improvement plans and final map, OWNER shall acquire all rights of way and easements necessary to construct off-site and on-site

improvements associated with the tentative map. Final determination of Right of Way Requirements shall be made by the City Engineer.

76. The Phase 3 final map shall include dedication of a 28 foot strip between the tentative map edge and Caltrans Right of Way.

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

78. OWNER 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. OWNER shall provide paved PCC access with bollard control to CITY approved openings in the sound wall for maintenance access.

79. If, after a good faith effort based on a MAI Appraisal, OWNER is unable to obtain offsite right of way, OWNER may request that CITY obtain the land at OWNER'S sole cost and expenset. OWNER 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.

80. OWNER shall acquire by deed or lot line adjustment the right of way for the knuckle on "B" Street, with the final map that 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

81. The Property shall be connected to the City of Woodland's sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland standards.

82. 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.

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

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

85. Any onsite septic tanks shall be to Yolo County Health Department standards, prior to the final map within which boundary it is contained.

Storm Water

86. 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 OWNER 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. OWNER shall pay the cost associated with all improvements required by the plan, and an appropriate reimbursement agreement shall be drafted to reimburse OWNER for oversize improvements on a pro rata basis per Development Agreement.

87. A topographic survey of the entire site and a comprehensive grading plan prepared by a registered civil engineer shall be required for the Project. 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.

88. 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.

89. 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.

90. 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 91 below.

91. 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 OWNER shall prepare a preliminary design with a cost estimate for a 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 225 (176 units for the map plus 49 additional units estimated as a result of the R-15 and Neighborhood Commercial site rezones).

   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 CITY will enter into a third 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

92. 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 than 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).

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

94. OWNER 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

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

96. 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.

97. 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, CITY may enter into a third party reimbursement agreement to seek a proportional share reimbursement from the adjacent residentially zoned benefitting property owner, if determined applicable to the adjacent development.

98. 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. OWNER 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. OWNER 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 CITY's water distribution system.

99. 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 OWNER's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and OWNER's facility, OWNER shall make application and receive approval from the City Engineer or his/her designated agent.

100. 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.

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

102. OWNER 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.

<u>Landscaping</u>

103. 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 by CITY 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.

104. The entire sound wall along the western edge of the tentative map shall be constructed as a part of Phase 3 of the final map for the Project. Sound wall design and construction costs are eligible for SLIF credits.

105. A 28' landscape strip shall be constructed along the western boundary of the Property as a part of Phase 3 of the Project. OWNER shall bond for landscaping and include the landscaping in the public improvements, which are eligible for SLIF credits upon addition to the Spring Lake CIP.

Grading

106. 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 Project. 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.

107. 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.

108. 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

109. OWNER shall pay all required fees for processing final maps (technical check) with final map submittal.

110. Prior to approval of improvement plans, OWNER shall pay all fees for plan check and inspection of offsite infrastructure improvements, as approved by City Council and defined in the CITY's 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.

111. At building permit issuance OWNER shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance.

112. 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.

113. If existing buildings are demolished, OWNER 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.

Engineering General Conditions

114. Prior to final map, OWNER shall submit and have approved a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City Engineer and Community Development Department.

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

116. OWNER shall enter into a (Subdivision) Improvement Agreement for the construction of public improvements prior to construction of any improvements, approval of improvement plans, approval of final map, or building permits.

117. OWNER shall 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.

118. OWNER shall submit proposed street names to CITY's Fire Department for approval with a copy to Engineering prior to improvement final map submittal.

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

120. All non-single family water services to this Project 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.

121. OWNER shall submit an application for reapportionment of assessments with the parcel map or subdivision map.

122. OWNER 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 CITY prior to approval of the final map and start of construction.

123. 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.

124. 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.

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

126. If conditions for the Project require OWNER to construct improvements that benefit parties other than OWNER, and are subject to reimbursement by others as determined by the City Engineer, OWNER may request to enter into a reimbursement agreement drafted by the CITY. CITY shall endeavor to collect reimbursements from the benefiting party(ies) including requiring payment prior to approval of any entitlements for benefiting party(ies). All reimbursement agreements shall be executed prior to final map approval.

127. If greater than 640 square feet, second units shall pay single family dwelling unit development fees.

128. All second units shall have separate water service and meter.

129. This Project is subject to the Construction and Demolition Debris Recycling and Diversion Ordinance (Ordinance No. 1469).

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

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

132. 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.

133. OWNER 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

134. Weed Abatement. OWNER shall comply with the City of Woodland Weed Abatement Ordinance. OWNER shall maintain the Property 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.

135. 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. OWNER shall meet the required volume and duration at the Project site prior to obtaining a building permit.

136. 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

137. OWNER shall comply with the current codes that are in effect at the time of plan submittal.

138. Plans will need to be complete at the time of submittal as CITY does not accept deferred submittals.

139. All sub-contractors/companies working on the Project will be required to obtain a City of Woodland Business Registration ("Business License").

140. OWNER shall comply with FEMA regulations.

Yolo Solano Air Quality Management District ("District")

141. 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.

142. Dust emissions shall 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 January 28, 2015, 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	$837	$698
Fire	$1,291	$967
Library	$51	$43
Police	$1,104	$921
Wastewater	$6,058	$5,050
Water	$556	$341
Parks--Springlake	$3,826	$3,188
Roads	$5,582	$4,073
Surface Water (a future fee for the development of surface water treatment facilities)	$2,892	By meter size
MPFP Admin Fee	$166	$115

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 $41,532 and MF $27,410; for the fair share of backbone infrastructure to the Spring Lake Specific Plan area (cost 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 $243.00/single family DUE (more on some maps) for the construction of transit capital improvements;
- Public transit operation fee: Prior to final map or project approval applicant shall pay a $35.00 per single family DUE fee;

- Spring Lake Offsite Affordable Housing fee of $1,100 per market rate single family lot;
- Fiscal Deficit mitigation fees of $1,500 for SFD, and $1,050 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; and
- $794 per house for 25A, construction and reimbursement, the fee is due at building permit.

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 OWNER hereby agree to be bound by all of the terms and conditions contained in the First Amendment to the Development Agreement, as adopted by the City Council of the City of Woodland by Ordinance No. ____ , 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]

Arborist Report

Cal West Property
Sacramento County, California

Prepared for: Cal West Investors

June 14, 2011

Submitted by:

FOOTHILL ASSOCIATES

© 2011

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Appendix A — Tree Survey Data

1.0 INTRODUCTION

This report presents the results of a tree survey conducted on the ±45-acre Cal West property in the City of Woodland in Yolo County, California. The project site is bounded by State Highway 113 on the west, County Road 101 on the east, and a drainage canal on the south. The surrounding land is currently used for agriculture. The project site is located in Township 9N, Range 2E, Section 4 of the USGS 7.5-Minute*Woodland* and *Grays Bend* Quadrangles (**Figure 1**).

The City of Woodland regulates impacts to or removal of trees under Section 20A of the City Code. Trees are defined as any woody plant with a trunk of 6 inches or more in diameter at breast height (54" above grade). Applications for new development must include a program for the preservation of street trees, heritage, specimen, and landmark trees, and trees with aesthetic value. Protected trees are defined as follows:

> Heritage Tree: Any valley oak (*Quercus lobata*) with a trunk diameter of thirty-three inches or more at breast height which is of good quality in term of health, vigor, growth and conformity to generally accepted horticultural standards of shape for its species.
>
> Landmark Tree: A tree or stand of trees which is of historical or public significance as designated by the city council upon the recommendation of the parks and recreation commission, the historical preservation commission, and the urban forestry commission.
>
> Specimen Tree: Any tree of interest because of size or unusual species, other than a heritage tree, which is of good quality in terms of health, vigor or growth and conformity to generally accepted horticultural standards of shape for its species, as designated by the city council upon the recommendation of both the parks and recreation commission and the urban forestry group.
>
> Tree with Aesthetic Value: Any tree with a diameter of nine inches or more at breast height which is in healthy condition.
>
> Street tree: Any tree growing within the tree maintenance strip, whether or not planted by the city.

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 mitigation planting of approved species at a rate of two 15-gallon trees for each six inches removed.

2.0 METHODS

The property was surveyed by an International Society of Arboriculture (ISA) Certified Arborist (WE-6727A) on March 3, 2011. All trees located on or overhanging the property were examined to determine species type and trunk diameter at breast height (DBH). A diameter tape or calipers were used to verify each trunk diameter at 54 inches above grade. All trees with trunks six inches or greater in diameter were inventoried. The measurement from the trunk to the end of the longest lateral limb was used as the dripline radius (DLR). All of the inventoried trees within the existing fencelines were numbered in the field with an aluminum tag. Trees located off-site were not tagged. Tree tag numbers correspond to the numbering in **Appendix A** and on **Figure 2**.

The health and structural condition of each tree was rated according to **Table 1**. The health rating considers factors such as the size, color, and density of the foliage; the amount of deadwood within the canopy; bud viability; evidence of wound closure; and the presence or evidence of stress, disease, nutrient deficiency, and insect infestation. The structural rating reflects the trunk and branch configuration; canopy balance; the presence of included bark and other structural defects such as decay; and the potential for structural failure. In cases where conditions fall between the Good, Fair, and Poor ratings, intermediate ratings Fair-Good and Fair-Poor were used.

Table 1 — Tree Rating System

Rating	Tree Health
Good	There is an average or below-average amount of deadwood/dieback with respect to the tree's size and growing environment; leaf size, color, and density are typical for the species; buds are normal size, viable, abundant, and uniform throughout the canopy; current and past growth increments are generally average or better; any callusing is vigorous. This health rating indicates that there is very little, if any, evidence of stress, disease, nutrient deficiency, and/or insect infestation.
Fair	There is an above-average amount of deadwood/dieback with respect to the tree's size and growing environment; leaf size, color, and density may be below what is typically expected for the species; buds are normal size and viable, but slightly sparse throughout the canopy; current and past growth increments may be below average; tree may be slow to callus around old wounds. This health rating indicates that there is moderate evidence of stress, disease, nutrient deficiency, and/or insect infestation.
Poor	There is an extreme amount of deadwood/dieback with respect to the tree's size and growing environment; leaf size, color, and density are clearly compromised; very few viable buds are present throughout the canopy; current and past growth increments are meager; no evidence of callusing around old wounds. This health rating indicates that there is widespread evidence of stress, disease, nutrient deficiency, and/or insect infestation.
	Tree Structure
Good	No wounds, cavities, decay, or indication of hollowness are evident in the root crown, trunk, or primary and secondary limbs; no anchor roots are exposed; no codominant branching or multiple trunk attachments are present; very little included bark at branch attachments exists; no dead primary or secondary limbs are present in canopy; there have been no major limb failures; limbs are not overburdened; branching structure is appropriate for species; any decay is limited to small dead branches/stubs. This structure rating represents a low potential for failure.
Fair	With respect to the size of the tree, small to moderate wounds, cavities, decay, and indication of hollowness may be evident in the root crown, trunk, and/or primary and secondary limbs; some anchor roots may be exposed; codominant branching or multiple trunk attachments may be present, but included bark does not exist or is not well developed; minor to moderate amounts of included bark at branch attachments may exist; there may be small to moderate amounts of large dead limbs in canopy, but there is no evidence of large limb failures; limbs may be slightly overburdened; branching structure and/or canopy balance may be moderately altered by the tree's growing environment. This structure rating represents a moderate potential for failure.
Poor	With respect to the size of the tree, significant wounds, cavities, decay, and/or indication of hollowness may be evident in the root crown, trunk, and/or primary and secondary limbs; anchor roots may be exposed and/or the tree may have lost anchorage; codominant branching or multiple trunk attachments may be present; significant amounts of included bark may exist in trunk and branch attachments; there may be significant amounts of large dead limbs in the canopy; there may be evidence of trunk or large limb failures; limbs may be severely overburdened; branching structure and/or canopy balance may be drastically altered by the tree's growing environment. This structure rating represents a high potential for failure.

3.0 RESULTS AND DISCUSSION

A total of 5 trees, consisting of 3 valley oaks, one California fan palm (*Washingtonia filifera*) and one Canary Island date palm (*Phoenix canariensis*) are located on the project site. An additional 16 valley oaks are located adjacent to and overhanging the project site. Most of the surveyed trees are located in a windrow along the fenceline on the north boundary of the property. All of the trees are in good health, although some have pruning wounds where branches have been removed. None of the trees are recommended for removal. **Table 2** lists the surveyed trees by their health and structure ratings. **Appendix A** shows detailed data for all surveyed trees.

Table 2 — Number of Surveyed Trees by Health and Structure Ratings

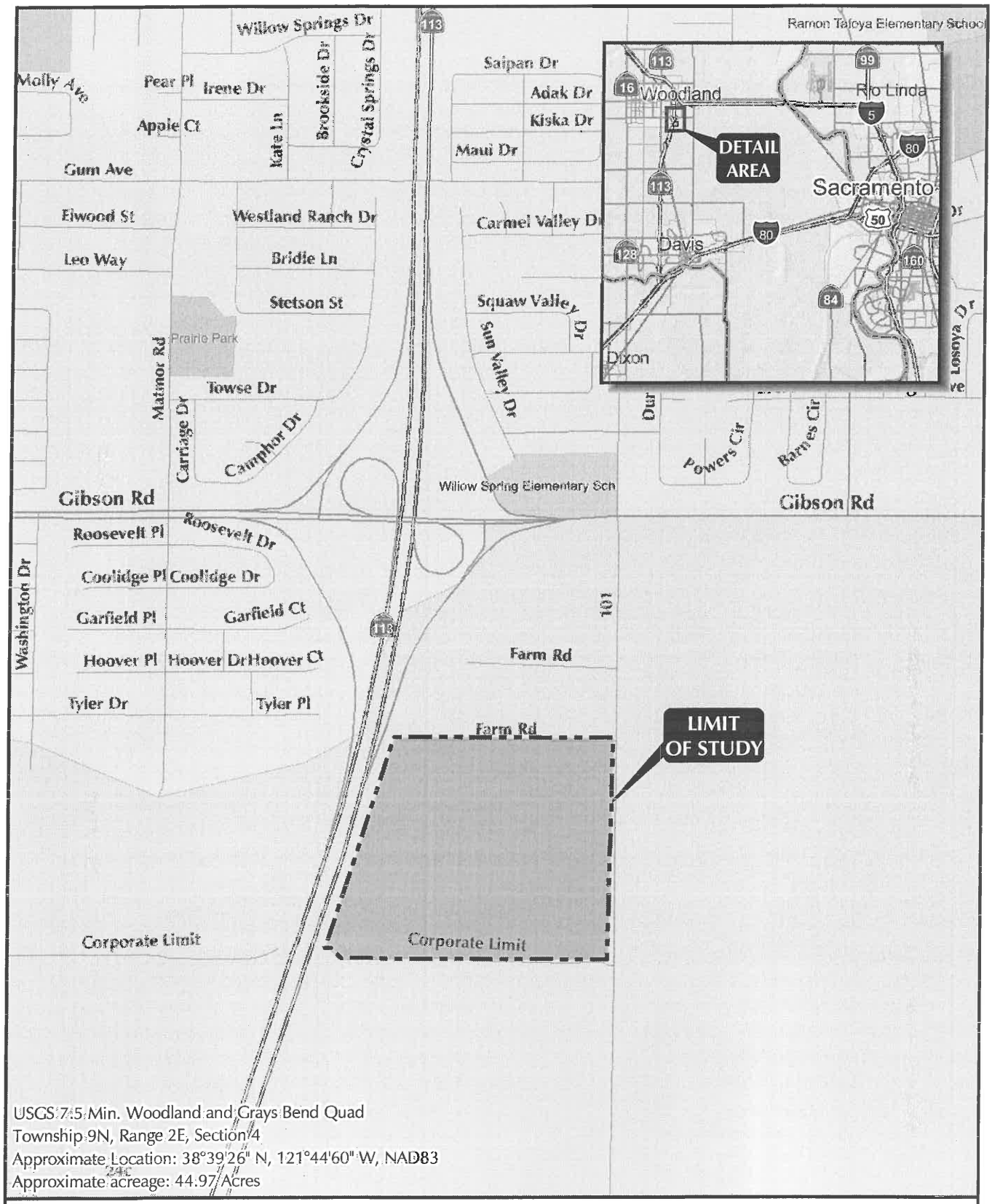
		Structure					
		Good	Fair-Good	Fair	Poor-Fair	Poor	Total Trees
Health	Good	7	12	1			20
	Fair-Good		1				1
	Fair						0
	Poor-Fair						0
	Poor						0
	Total Trees	7	13	1	0	0	21

The trees located on the project site are all in good health. Tree #37 is a Heritage Tree, for which mitigation is required. Three other trees are designated as Trees with Aesthetic Value, although replacement planting is not required under the City's tree ordinance. In addition, Tree #117 may be considered a Street Tree, as it is located along County Road 101. Eight of the trees located off site qualify as Trees with Aesthetic Value and one is a Heritage Tree.

The proposed project is anticipated to remove all of the surveyed trees due to grading and development. Mitigation planting is required for removal of the two Heritage Trees. If tree #117 is considered a street tree by the City of Woodland, mitigation will be required for its removal. Required mitigation is shown in **Table 3**. No trees are planned to be preserved. If the project plan is amended to preserve existing trees, preservation measures should be taken in accordance with the City of Woodland's Design and Engineering Standards and Standard Specifications. Additional tree protection requirements for native oak trees are identified in standard specification section 19.04.

Table 3 — Tree Impacts and Required Mitigation

Tree Number	Species	Impact	Special Classification	Mitigation Required
37	Valley Oak	Removed	Heritage Tree	24 15-gallon valley oaks
38	California Fan Palm	Removed	Aesthetic Value	None
39	Valley Oak	Removed	Aesthetic Value	None
100	Valley Oak	Removed	HeritageTree	36 15-gallon valley oaks
101	Valley Oak	Removed	None	None
102	Valley Oak	Removed	None	None
103	Valley Oak	Removed	Aesthetic Value	None
104	Valley Oak	Removed	None	None
105	Valley Oak	Removed	None	None
106	Valley Oak	Removed	None	None
107	Valley Oak	Removed	Aesthetic Value	None
108	Valley Oak	Removed	None	None
109	Valley Oak	Removed	Aesthetic Value	None
110	Valley Oak	Removed	Aesthetic Value	None
111	Valley Oak	Removed	None	None
112	Valley Oak	Removed	None	None
113	Valley Oak	Removed	Aesthetic Value	None
114	Valley Oak	Removed	Aesthetic Value	None
115	Valley Oak	Removed	Aesthetic Value	None
116	Valley Oak	Removed	Aesthetic Value	None
117	Canary Island Date Palm	Removed	Aesthetic Value, Possible Street Tree	12 15-gallon trees from approved list if a Street Tree
Total Mitigation Required				**60 15-gallon valley oaks** **12 15-gallon trees** ***(potentially)***



SITE AND VICINITY

FOOTHILL ASSOCIATES
ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE

N

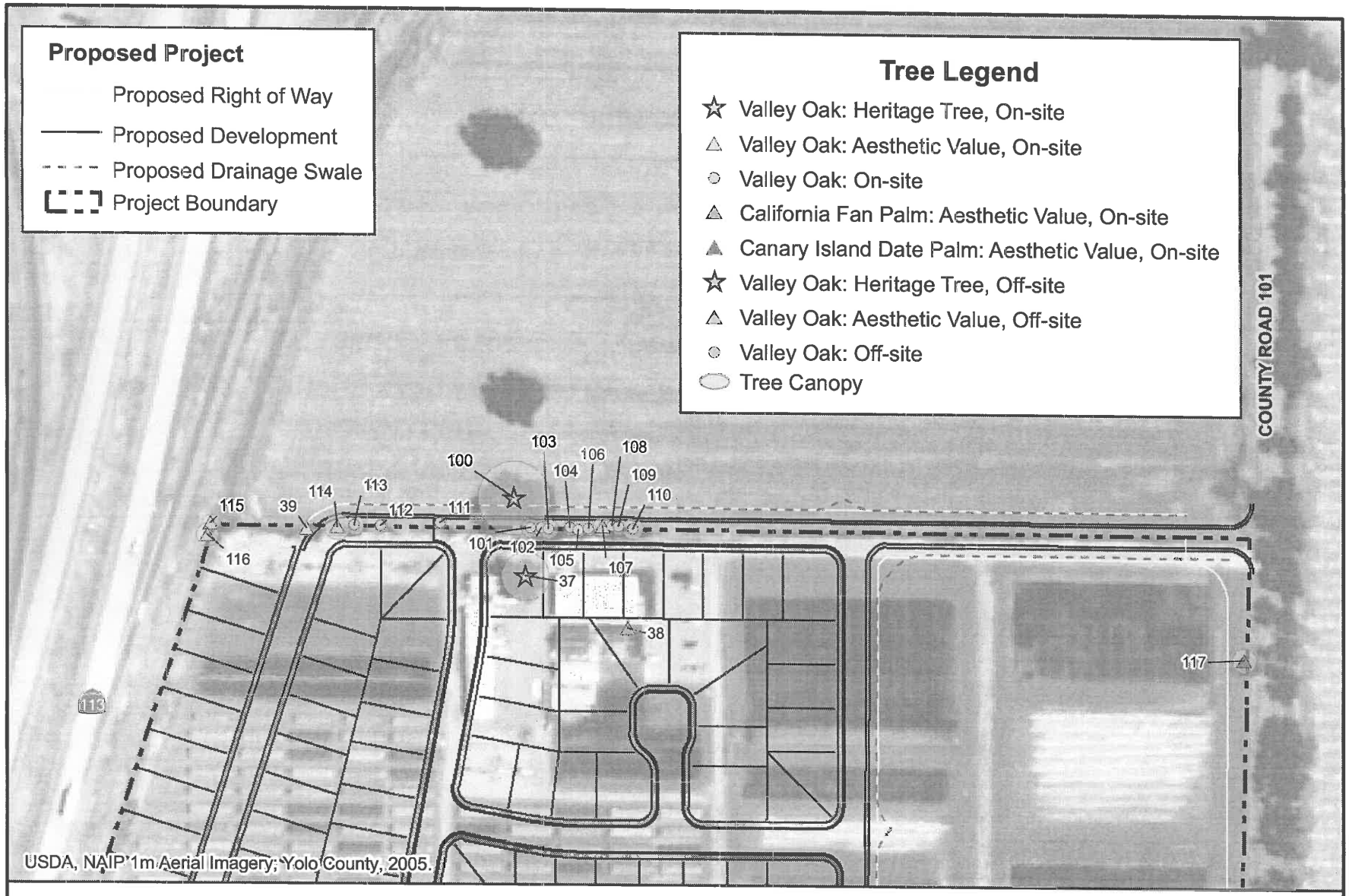
0 400 800
SCALE IN FEET

Drawn By: RJM
Date: 03/09/11

FIGURE 1

CAL WEST PROPERTY

site_and_vicinity.mxd © 2011



TREE LOCATIONS

FOOTHILL ASSOCIATES
ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE

N

0 175
SCALE IN FEET

Drawn By: MMB
Date: 04/12/11

FIGURE 2

CAL WEST PROPERTY

Tree_Map.mxd © 2011

Appendix A — Tree Survey Data

Appendix A

Tree Survey Data

Trees Located On Site

Tree #	Species	# of Trunks	DBH (inches)	DLR (feet)	Health	Structure	Additional Notes	Expected Impacts
37	Valley Oak	1	35	30	Good	Good	Heritage Tree	Removed - located on lot
38	California Fan Palm	1	16	6	Good	Good	Aesthetic Tree	Removed - located on lot
39	Valley Oak	1	10	10	Good	Fair-Good	Aesthetic Tree, assymetrical canopy, minor pruning wounds	Removed - located on lot
105	Valley Oak	2	6,8	8	Good	Fair-Good	Not Tagged	Removed - located in road
117	Canary Island Date Palm	1	36	15	Good	Good	Aesthetic Tree overhead utility lines, Possible Street Tree (in road shoulder), Not Tagged	Removed due to road widening

Appendix A

Tree Survey Data

Trees Located Off Site

Tree #	Species	of Trunk	DBH (inches)	DLR (feet)	Health	Structure	Additional Notes	Expected Impacts
100	Valley Oak	1	54	45	Good	Fair-Good	Heritage Tree	Removed - swale grading close to trunk
101	Valley Oak	1	7	12	Good	Good		Removed - located in road
102	Valley Oak	1	7	11	Good	Fair-Good		Removed - located in road
103	Valley Oak	1	9	12	Good	Fair-Good	Aesthetic Tree	Removed - located in road
104	Valley Oak	1	7	9	Good	Fair-Good		Removed - located in road
106	Valley Oak	2	4,6	8	Good	Fair-Good		Removed - located in road
107	Valley Oak	1	10	12	Good	Fair-Good	Aesthetic Tree	Removed - located in road
108	Valley Oak	1	6	7	Fair-Good	Fair-Good	overhead utility lines	Removed - located in road
109	Valley Oak	1	9	10	Good	Fair-Good	Aesthetic Tree, overhead utility lines	Removed - located in road
110	Valley Oak	1	9	13	Good	Fair-Good	Aesthetic Tree, overhead utility lines	Removed - located in road
111	Valley Oak	1	7	8	Good	Good		Removed - located in road
112	Valley Oak	1	7	8	Good	Fair-Good		Removed - located in road
113	Valley Oak	1	9	12	Good	Good	Aesthetic Tree	Removed - located in road
114	Valley Oak	1	16	16	Good	Fair	Aesthetic Tree, narrow crotch	Removed - located in road
115	Valley Oak	1	10	11	Good	Good	Aesthetic Tree	Removed - soundwall construction and lot grading
116	Valley Oak	2	8,10	14	Good	Fair-Good	Aesthetic Tree	Removed - soundwall construction and lot grading

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Legislation Details (With Text)

File #:	14-549	Version:	1	Name:	
Type:	Staff Report			Status:	Agenda Ready
File created:	1/20/2015			In control:	Planning Commission
On agenda:	4/16/2015			Final action:	

Title: Spring Lake Specific Plan - Spring Lake Central Project (PLNG 14-00090): A request to amend the General Plan, Spring Lake Specific Plan, and Development Agreement and to approve Tentative Subdivision Map (TSM #5027) for 105.7 acres of the Spring Lake Central Project within the Spring Lake Specific Plan area.

The proposal will include:

1) Amending the General Plan Land Use Plan to increase Low Density Residential (3.0 - 8.0 du/ac) acreage from 27.1 to 53.4 acres; reduce Medium Low Residential (5 - 12 du/ac) acreage from 43.2 to 23.1 acres, eliminate 9.0 acres of Medium Density Residential (8 - 15 du/ac); and increase High Density Residential (15 - 25 du/ac) acreage from 7.6 to 9.3 acres;

2) amending the Spring Lake Specific Plan land use designations to add 33.3 acres of residential R-4 (3-4 du/ac); decrease residential R-5 acreage (4-5 du/ac) from 26.4 to 20.1 acres; decrease R-8 acreage (6-8 du/ac) from 43 to 23.1 acres; eliminate 9.3 acres of the multiple family residential R-15 (10-15 du/ac); eliminate 7.6 acres of the multiple family residential R-20 (16-20du/ac); and add 9.3 acres of the multiple family R-25 acreage (23-25 du/ac);

3) Reconfiguring the Spring Lake Village Center by relocating the park site, fire station and the commercial site and adding 8.3 acres of multi-family (R-25) directly adjacent to the Village Center. The reconfiguration also includes removing the northern portion of Heritage Parkway.

Location The subject property is located north of Heritage Parkway, east of Harry Lorenzo Avenue, and approximately 850' southeast of the intersection of Farmers Central Road and Pioneer Avenue.

Applicant/Owner Woodland Spring Lake Partnership, L.P., 940 Emmett Avenue, Suite 200, Belmont CA 94002

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

APN 042-580-008, 037, 038, 040, 041, 043, 044, and 049

Project Planner Cindy Norris, Principal Planner

Report For Planning Commission Hearing April 16, 2015

Staff Recommendation Recommend City Council Approval with Conditions

Sponsors:

Indexes:

Code sections:

Attachments:
ATT 1 Planning Commission Resolution for Spring Lake Central.pdf
ATT 2 (CEQA EIR Addendum) Exhibit A to PC Reso 4.9.15 - .pdf
ATT 3 - Exhibit B -General Plan Land Use Exhibit.pdf

ATT 4 - Exhibit C - Spring Lake Plan Amendments.pdf
ATT 5 TSM No 5027 (Exhibit D to PC Reso).pdf
ATT 6 CC Ord for First Amendment (Exhibit E to PC Reso).pdf
ATT 7 2007 Development Agreement (Exhibit 1 to the CC Ord).pdf
ATT 8 First Amendment to the DA (Exhibit 2 to the CC Ord).pdf
ATT 9 (Finding & Conditions of Approval). Exhibit C to the First Amendment. No Trk.pdf
ATT 10 - EXHIBIT I Spring Lake Fees (to First Amendment to DA)(2) .pdf
ATT 11 - Applicaton and Justification Statement.pdf
ATTACHMENT 12 (DUE Chart) - .pdf

Date	Ver.	Action By	Action	Result

City of Woodland

Planning Commission April 16, 2015

Spring Lake Specific Plan - Spring Lake Central Project (PLNG 14-00090): A request to amend the General Plan, Spring Lake Specific Plan, and Development Agreement and to approve Tentative Subdivision Map (TSM #5027) for 105.7 acres of the Spring Lake Central Project within the Spring Lake Specific Plan area.

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APN 042-580-008, 037, 038, 040, 041, 043, 044, and 049

Project Planner Cindy Norris, Principal Planner

Report For Planning Commission Hearing April 16, 2015

Staff Recommendation Recommend City Council Approval with Conditions
General Plan Designation Low Density Residential (LDR) (3-8 du/ac); Medium Low Density Residential (MLDR) (5-12 du/ac); Medium Density Residential (MDR) (8-15 du/ac); High Density Residential, (HDR) (15 -25 du/ac); Open Space (OS); Neighborhood Commercial (NC); Public Service (PS)

Specific Plan Designation Single-Family Residential R-5 (4-5 du/ac) and R-8 (6-8 du/ac); Multi-Family R-15 (10-15du/ac) & R-20 (16-20du/ac); Neighborhood Commercial (NC); Public/Quasi-Public (P/QP), Parks & Open Space (OS)

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 Parkland Avenue, Heritage Parkway, Pioneer Avenue, Galvin Way, and Harry Lorenzo Avenue

Adjacent Land Uses & Zoning:

DIRECTION	LAND USE	ZONING
North	Low Density Residential & High Density Residential	Residential (R-5 & R-25)
South	Low Density Residential & High Density Residential	Residential (R-5 & R-20)
East	Low Density Residential	Residential (R-5)
West	Vacant	Spring Lake Remainder Area (Yolo County)

Pending/Potential Action

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

1) Receive the staff report;

2) Conduct the public hearing;

3) Adopt Resolution No. PC15-_____ - recommend to the City Council to approve the Addendum to the EIR, amendments to the General Plan and Spring Lake Specific Plan land use designations, for approximately 105.7 acres of the Spring Lake Central project site, approval of Findings and Conditions of Approval for TM #5027, and approval of the First Amendment to the Development Agreement for the

Spring Lake Central Project, (Attachment "1').

Project Site Description:

The project site encompasses approximately 105.7 acres of vacant land located within the original Reynen & Bardis Tentative Subdivision Map #4805, known as Spring Lake Central. The 2.6-acre Rochdale Grange multi-family housing development, which was of part of the original Reynen & Bardis Tentative Subdivision Map, has been developed (Attachment "5" - Spring Lake Central TSM #5027).

The property is located north of Heritage Parkway, east of Harry Lorenzo Avenue, and approximately 850' southeast of the intersection of Farmers Central Road and Pioneer Avenue (APN 042-580-011, 012, 037, 038, 040, 041, 043, 044, 046) within the Spring Lake Specific Plan Area.

The project site contains the Spring Lake Village Center, which was envisioned in the Plan as the activity center for the Spring Lake Specific Plan and the possible future Master Plan Remainder Area with. Per the Plan, densities are generally increased at the Spring Lake Center, along transit routes and near key areas of more intense activity. As previously approved, the Center includes 5.1 acres of commercially zoned property and 4 acres of parkland with a 1-acre fire station site. The interior of Spring Lake Village Center is proposed to be reconfigured to include 4.8 acres of multi-family housing.

Background:

The entire SLSP area was prezoned under Ordinance No. 1346, adopted on July 2, 2002. The subject property was approved as a Tentative Subdivision Map (#4805), Rezone, and Development Agreement on February 27, 2007, as part of the Spring Lake Central project. The 2007 project approval provided for 663 units with a mix of R-5, R-8, R-15, and R-20 designated land, with the higher density multi-family units located around the outer (eastern) edge of the Heritage Parkway/Parkland curve, and the park and central commercial located directly across to the west and in the center. The park was situated such that it would create an aesthetic visual open space with a possible "civic" feature, rather than as a usable active park space.

On November 25, 2013, the applicant submitted an application for a General Plan Petition, requesting to amend the General Plan and Spring Lake Specific Plan for the Spring Lake Central Project area. An applicant is required to submit a Petition for consideration when an amendment to the General Plan is to be considered. The Planning Commission evaluates the request and implications of the amendment. On March 6, 2014, a public meeting was held at the Planning Commission to discuss the Petition application. The Commission accepted the General Plan Petition; thereby allowing the submittal of a formal application and processing of the requested amendments to the General Plan and Spring Lake Specific Plan, which includes a rezone, tentative map, and amendment to the Development Agreement. The original application included a request to remove the commercial component. Based on comments received by the public during the petition review meeting, the applicant amended their initial project application to add the central commercial component back into the project proposal.

Project Proposal:

The Woodland Spring Lake Partnership, L.P. application proposes: 1) General Plan and Spring Lake Specific Plan Amendments; 2) replacing the Reynen & Bardis Tentative Map #4805 with the proposed Tentative Subdivision Map #5027; and 3) Development Agreement amendment to modify the Spring Lake Central project description and to update the conditions of approval.

General Plan Amendment Request

The General Plan amendment (Attachment "3" - General Plan Amendment Exhibit) proposes to modify the location and amount of residential acreage within the Tentative Map as follows:

1) Increases the amount of Low Density Residential (LDR at 3-8 du/ac) acreage from 69.3 ac. to 76.5 ac. (increased by 7.2 ac.);

2) Eliminates the 3.1 acres of Medium Density Residential (MDR at 8-16 du/ac); and

3) Increases High Density Residential (MDR at 16-25 du/ac) acreage from 6.25 ac. to 9.3 ac. (increased by 3.05 ac.).

The proposal also shifts the locations of the Central Park, Fire Station, and Neighborhood Commercial sites, but does not propose to change the acreage. The key change would involve a reconfiguration within the Spring Lake Village Center to remove the public street connection of Heritage Parkway to Parkland Avenue from the Village Center in order to allow more efficient utilization land resources. A private access road, designed as a smaller main street concept, would be provided at the terminus, or "t" intersection of Pioneer Avenue, which will connect to Heritage Parkway to the south. The 5.1 acres of commercial land will be located at the central focal point of the Village Center Curve, with the 4.0 acre park site located to the North West along with the fire station, and 4.8 acres of high density multi-family located east of the commercial land, within the Village Center curve. The concept allows for the possible development of a more active park and for possible expansion should the Master Plan Remainder Area develop in the future. The General Plan Amendment, Attachment "3", provides the locations of the proposed amendments. There is no change proposed to the size of for the park, fire station, or commercial uses.

Specific Plan Amendment Request

The Specific Plan amendments (Attachment "4" - Specific Plan Rezoning Exhibit) include rezoning the Spring Lake Central area within the Tentative Map as follows:

1) Adds 33.3 acres of R-4 (3-4 du/ac)

2) Reduces the amount of R-5 (4-5 du/ac) designated acreage from 37.0 ac. to 20.1 ac (reduced by 9.2 ac.);

3) Reduces the amount of R-8 (6-8 du/ac) designated acreage from 32.3 ac. to 23.1 ac (reduced by 16.9 ac.);

4) Eliminates 3.1 acres of R-15 (10-15 du/ac);

5) Eliminates 6.25 acres of R-20 (16-20 du/ac);

6) Adds 9.3 acres of R-25 (23-25 du/ac).

The proposed rezone adds lower density (R-4) and high density (R-25) designated land and reduces or removes the low and medium-density (R-5, R-8, R-15, and R-20) designated acreage. The rezone will increase the number of multi-family units by 62 and decrease the number of single-family lots by 68 units. The rezone also shifts the locations of the Central Park, Fire Station, and Neighborhood Commercial sites but does not change the acreage amount for those uses. The Specific Plan Amendment, Attachment "4", provides the locations of

the proposed amendments.

Tentative Subdivision Map Request

The applicant is proposing to replace the previously approved tentative subdivision map #4805 with the new tentative map #5027 (Attachment "5" - Tentative Subdivision Map #5027). The development will construct all internal local streets and utilities and any project components including open space access paths and privacy walls.

Project access will primarily be from arterial streets: Heritage Parkway, Parkland and Pioneer Avenues; collector streets: Galvin Way and Harry Lorenzo Drive; and local streets: McNary Way, Motta Street and Winne and Goode Drives onto future local streets. A private street will provide access to the now centrally located commercial site.

The Tentative Subdivision Map will provide 379 residential lots (approximately 607 units) for both single-family and multi-family development:

1) 128 R-4 lots

2) 100 R-5 lots

3) 147 R-8 lots

4) 3 R-25 lots (232 units)

The project will be required to complete the western half of the exiting greenbelt (currently planted as turf), as shown on "Lots K, L, & M", extending south from Ortiz Avenue to Heritage Parkway. The greenbelt is approximately 1,680 feet in length and approximately 40 feet wide. The project will be required to construct and improve the entire green belt, including the multi-use path.

The proposed map provides eight (8) Pedestrian/bicycle (Paseo) accesses on "Lots C, D, E, F, G, H, I, & J" throughout the subdivision. The paseos provide access from the subdivision to Harry Lorenzo, Parkland, & Pioneer Avenues.

Development Agreement Request

Resolution No. 3542, adopted on May 15, 1990, establishes procedures for the consideration of Development Agreements in Woodland. These procedures essentially parallel the requirements of Section 65864 et.seq. of the Government Code. The Spring Lake Specific Plan (SLSP) requires that each developer enter into a Development Agreement with the City. Development Agreements allow the City to negotiate the vesting of certain development rights for the applicant in exchange for benefits to the City that might not otherwise be required of a developer.

The City Council approved a Development Agreement as part of the original Spring Lake Central project, Ordinance No. 1478, on March 6, 2007. A First Amendment to the Development Agreement is proposed with this project review, which will include a modified project description and updated provisions regarding the fire station and park improvement requirements (Attachment "8"), and revised Conditions of Approval (Attachment "9") to the report.

Public Notification

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

- Legal notice was published in the Woodland Daily Democrat on March 23, 2015.
- 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.

This item was originally noticed for the February 5, 2015 Planning Commission hearing and continued to March 5, 2015. Copies of a staff report were made available January 30, 2015. The item was re-noticed and a new mailer sent out on March 23, 2015 for the April 2, 2015 meeting. The item was continued on April 2, 2015 to April 16, 2015.

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 Standard

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 Plan 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); and
9. April 7, 2015, to amend the Spring Lake Specific Plan land use designations, to rezone an R-15 site to R-8 and rezone a 2 acre neighborhood commercial site to R-8.

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 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).

Proposed Addendum
Section 15182(a) of the California Environmental Quality Act (CEQA) provides that the lead agency shall prepare an Addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred. The proposed revisions, which result in a similar number of residential units and slight relocation of the fire station, will result in environmental impacts that would be similar to those identified in the previous EIR and project approval in 2007. Infrastructure improvements beyond those previously anticipated will not be required. In addition, the daily trip generation will not be significantly different than that anticipated in the SLSP, Turn of the Century EIR and in the previously approved project, as described in the CEQA EIR Addendum, (Attachment “2”).

Review Agency Comments

The application was circulated for review by agencies of jurisdiction. The comments from Development Engineering, Housing, Building, Fire, and Police, have been incorporated as Conditions of Approval.

Staff Analysis

Staff supports this project, subject to the recommended provisions in the First Amendment to the Development Agreement and conditions of approval, and provides the following analysis:

General Plan Consistency

The proposed General Plan Amendment increases the amount of acreage in the high density land use category and in the Low Density Land use category, while decreasing acreage in the Medium Density range as follows:

1) Increases the amount of Low Density Residential (LDR at 3-8 du/ac) acreage from 69.3 ac. to 76.5 ac. (increased by 7.2 ac.);

2) Eliminates the 3.1 acres of Medium Density Residential (MDR at 8-16 du/ac)

3) Increases High Density Residential (MDR at 16-25 du/ac) acreage from 6.25 ac. to 9.3 ac. (increased by 3.05 ac.)

The proposed modification provides for a more economically viable land use designation for single family residential densities than the current housing market will more readily absorb and support. The increased density for the multi-family housing allows for the possibility of an urban village development concept that increases the likelihood for transit and viability of the proposed commercial uses.

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

Spring Lake Specific Plan Consistency

Spring Lake Land Use Element and Housing Balance

Plan Density

The Spring Lake Specific Plan has a goal of an overall Plan net density of 4.8 units per acre for single-family and a Plan wide net density of 6.1 units per acre. The proposed overall net density for this subdivision is 7.0 units per acre with a single family net density of 4.9 units per acre. The density numbers for this project are somewhat higher than proposed Plan wide, but the overall Plan density remains within a consistent range. Staff will continue to monitor the Plan wide density balance with each proposed amendment. With the proposed R-15 Cal West Rezone included in the calculation, the overall Plan density would be 6.11 units/acre. Adding this project's proposed change, the overall Plan density would be 6.10 units/acre.

The proposed Spring Lake Specific Plan amendments decrease the residential density in the single-family designations by shifting acreage from the R-5 & R-8 designations to the R-4 designation. This shift will result in a change in density of single-family residential, from 6.4 units to 4.9 units per acre. The proposed

amendments also increase the residential density and intensity for multi-family by shifting acreage from the R-15 & R-20 designations to the R-25 designation. This shift will result in a change in multi-family density from approximately 17.5 units per acre to 24.9 units per acre for this project.

Housing Balance

Further, the project itself will have a single family to multi-family ratio of 62% single-family units (375) to 38% multi-family units (232), but results in a Plan wide ratio of 72% single family to 28% multi-family. This is closely aligned with the Plan goal of 71% single-family units and 29% multi-family units.

Use Configuration

Staff is supportive of the reconfiguration of the Village Center. The relocation of the park to the west will likely provide the possibility for a more usable and safe activity space for residents and children and will allow for the possibility that the overall park size may someday be increased if adjoined to park space in the future Master Plan Remainder Area. The commercial land use has been repositioned toward the center to allow the continued opportunity for design of an activity space and central focal point for the community. To enhance the central village concept and allow greater opportunity for an urban village to support desired transit and services, additional multi-family density is proposed in the village center.

Spring Lake Plan Consistency

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

Spring Lake 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. The multi-family requirement is that either, 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 multi-family units be affordable to very low income households. The previous project approval in 2007 included a total of 212 multi-family housing units, with a resulting 22 low income and 43 very low income multi-family units required. The very-low income requirement has been satisfied as a result of the construction of the Rochdale Grange project, which provides 44 units of which 43 are restricted to very-low income households. The current project proposal is for 232 multi family units resulting in a requirement for 23 low-income multi-family units. The previous project approval, from 2007, provided for 408 single family units, (less than the original Spring Lake Specific Plan allocation of 443 single family units). The 2007 approval required 41 low-income single family restricted units. In order to ensure that Plan requirements for affordable units is met, the allocation of affordable single family units will remain at 41, although the number of single family units proposed, 375 single family units, is less than the previous approval.

It is the City's preference that the methodology to best meet the For-Sale affordability requirement is through

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the payment of in-lieu fees. This is because:

- The payment of fees provides greater certainty to the City and Applicant in defining the affordability obligation;
- Allows the City to focus resources on individuals and households with the greatest need;
- Allows the City the ability to support housing needs independent of State and Federal subsidies and to reduce program administration burdens; and
- Allows the City to support those projects that best meet compact development goals, that use land and resources most efficiently, and concentrates activity close to infrastructure, amenities and other community resources.

Fees collected in-lieu of providing the required ten percent (10%) low-income single family units may be utilized at the City's discretion to support eligible affordable housing projects city-wide as determined by the City Council. The fee has been set at a sliding scale based on land use density and is based on the approximately $51,000 per unit average historical required rental subsidy per unit. Within each land use category the subsidy per required affordable low- income unit is as follows:

R-4 $50,000 per unit
R-5 $40,000 per unit
R-8 $30,000 per unit

This Project requires construction of thirteen (13) R-4 low-income single-family units, ten (10) R-5 low-income single-family units, and eighteen (18) R-8 low-income single family units. Based on 41 units, this results in a total fee amount $1,121,891. The Owner has agreed to pay $4,240 dollars per unit, spread over 375 units for payment in lieu of construction of the affordable units. This agreement is memorialized in the First Amendment to the Development Agreement.

Spring Lake Financing (SLIP)

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 (95%) 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 (100%) 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).

The proposed rezone results in a net decrease in the total number of units by 51 units, and for purposes of calculating the Spring Lake Infrastructure Fees (SLIF), the project results in a net decrease in generating fees equivalent to approximately 28 DUEs or $1,121,891. A comparison of the estimated number of units and Dwelling Unit Equivalents (DUE) for the existing and proposed land use designations is provided by the DUE Chart (See Attachment "G" - DUE chart). Should the proposed number of DUEs be less than originally allocated in the Plan, the City requires that the developer make up the lost revenues. If that does not occur, the loss of $1.2 million is spread to the remaining units in Spring Lake**.** Exhibit "I" of the First Amendment to the Development Agreement (Attachment "10") includes a requirement that the deficit in the Spring Lake Infrastructure Fees from this project would be made-up by the owner, to be spread equally across the single family units ($2,992 per single family unit).

Tentative Map Review

The proposed lot layout is generally consistent with neo-traditional qualities as identified in the Spring Lake Specific Plan (SLSP) and will provide homes that primarily front to a local street, and/or side in a few cases (Attachment "5").

The subject property is comprised of nine (9) parcels totaling 105.7 gross acres. The proposed 128 R-4 lots range in size from 6,471 to 14,672 square feet with an average lot size of 8,215 square feet. Lot depths range from 100 to 145 feet with an average lot depth of 110 feet. The R-4 lots have lot widths ranging from 64 to 114 feet with an average lot width of 74 feet. This meets the minimum requirements of Spring Lake Design Standards Table 2.4, which requires a 55-foot minimum and 65-foot average. Lot widths are measured at a point midway between the front and rear property lines.

The proposed 100 R-5 lots range in size from 5,507 to 9,845 square feet with an average lot size of 6,450 square feet. Lot depths range from 100 to 124 feet with an average lot depth of 108 feet. The R-5 lots have lot widths ranging from 55 to 90 feet with an average lot width of 59 feet. This meets the minimum requirements of Spring Lake Design Standards Table 2.4, which requires a 50-foot minimum and 55-foot average.

The proposed 147 R-8 lots range in size from 4,257 to 10,691 square feet with an average lot size of 4,871 square feet. Lot depths range from 100 to 124 feet with an average lot depth of 99 feet. The R-8 lots have lot widths ranging from 45 to 61 feet with an average 48-foot lot width. This meets the minimum requirements of Spring Lake Design Standards Table 2.4, which requires a 40-foot minimum and 45-foot average.

The proposed three (3) R-25 lots have a combined total of 9.3 acres for a maximum of 232 multi-family units. The exact number of units and the layout will be provided when a project is submitted for Site Plan and Design Review, which is reviewed by the Planning Commission.

Lot Width - Development Regulation 2.35.5 states that lot widths along a block shall be varied. The tentative map meets the requirements for minimum and average lot widths, but **does not** meet the lot width variation requirement. Staff has included a condition of approval, which states that no more than three (3) lots of the same lot width, may be located in a row and that a minimum lot width variation of three feet (3 feet) shall be provided, to be approved by the Community Development Director prior to approval of final map.

Block length - Development Regulation 2.34 and Table 2.4 lists the block length in the R-4 zone as 400 to 600 feet desirable with a maximum of 910 feet; the R-5 zone as 400 to 600 feet desirable with a maximum of 840 feet; R-8 zone as 400 feet desirable with a maximum of 600 feet. The goal is to not exceed 10 homes on one side of the block.

All of the proposed blocks within the subdivision map comply with this requirement with the following exceptions:

1) The Heritage Parkway block (Lots 358 - 375), between Parkland Avenue and "H" Drive, exceeds the overall block length of 600 feet and more then 10 homes on one side of the block (18 homes on one side);

2) The block on the north side of Galvin Way and east side of Brubaker Street exceeds the overall block length of 600 feet and more then 10 homes on one side of the block (13 homes on one side);

3) The two blocks bounded by "F" Way & "G" Way and Galvin and McNary Way exceeds the maximum length of 600 feet and more then 10 homes on one side of the block (14 homes on the west side and 13

on the east side). These block lengths were a product of maintaining the grid system within Spring Lake by preferring McNary Way to run straight from the adjacent subdivision.

Staff has provided a recommended condition that requires the applicant to provide visual enhancement to these longer blocks. This condition can be satisfied through means such as enhanced home front design or streetscape enhancement, or a combination of both. This condition would be placed on the above mentioned 4 blocks within the Spring Lake Central tentative subdivision map and be a Design Review requirement for the subdivision.

Back-on Lots - Development Regulation 2.35.2 provides that *Residential lots shall avoid, to the greatest feasible extent, backing on to greenbelts.* There are fourteen (14) homes that border the greenbelt (Lots J, K, & M) on the project's eastern edge. Two (2) of the fourteen (14) homes, (Lots 117 & 118), will back on to the greenbelt.

Cul-de-Sac Calculation - Development Regulation 4.8 states that a grid system is encouraged, although a modified grid is acceptable with the goal of not more than 50 percent cul-de-sacs in a subdivision. The proposed subdivision provides 24 percent cul-de-sac block length measured from centered line.

Bicycle / Pedestrian Access - Development Regulation 2.24 requires access connections for bicycles and pedestrians to open space, parks, and subdivision trails. The map provides four (4) trail access points to the greenbelt and six (6) access connections within the subdivision.

Entry Sign - Per the Spring Lake Design Standards 1.6.2, the applicant shall establish neighborhood entry features at the following locations:

1) Pioneer Avenue and Parkland Avenue (Landmark Entryway feature);

2) Parkland Avenue & Harry Lorenzo Avenue (Minor Entry Sign);

3) Heritage Parkway & "H" Drive (Subdivision Entryway Sign);

4) Additional location(s), as directed by the Community Development Director, if necessary.

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

Water Conservation Ordinance - The project shall comply with the City's Water Conservation Ordinance, and any applicable state water conservation requirements.

Fencing

Residential Fencing: All wood fence footings and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. "Good Neighbor" fences for side and rear yards shall be constructed per the Spring Lake Design Standards - 2.9 and the diagram on page 15, which includes a 2x8 cap, 1x4 plant-on, and 1x6 panels.

Park and Greenbelt Adjacent Fencing. All fencing adjacent to the park shall be enhanced materially and aesthetically. Fencing adjacent to the greenbelt shall be consistent with the existing fence concept utilized in

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the Village 3 Development. All wood fencing shall be stained with a water sealant. Staff is recommending t hat all fence and wall designs be submitted for review and approval prior to the issuance of building permits.

Privacy wall. Privacy walls along the following road frontages shall be constructed:

1) The north side of Heritage Parkway commencing at the southeastern corner of map 4805 (Lot 220) extending along Heritage Parkway and terminating at Parkland Avenue (Lot 358);

2) Along both sides of Pioneer Avenue; and

3) Along the northern and eastern side of Parkland Avenue. The design of the walls shall be submitted to the Community Development Director for approval. This design shall satisfy the requirements of the SLSP Design Standards.

The proposed project as conditioned is consistent with the City's Spring Lake Specific Plan.

Mitigation Monitoring Plan (MMP)

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

Consistency with Other Land Use Plans

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

Zoning Ordinance Consistency

Lot Coverage - The maximum lot coverage is 50 percent.

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

The proposed project as conditioned is consistent with the City's Zoning Ordinance.

Subdivision Ordinance Consistency

The proposed circulation pattern consists of Arterial level streets: Heritage Parkway, Pioneer and Parkland Avenues, and Collector Streets: Galvin Way and Harry Lorenzo Avenue. Local streets include McNary Way, Goode Drive, Winne Drive, and various yet-to-be named local streets.

The western end of Heritage Parkway, as the roadway changes from an arterial to a collector, has been modified, and no longer wraps around the commercial and park site reconnecting with Parkland Avenue, but instead Heritage Parkway now terminates into "J" Way in a roundabout.

Local builder requirements, Section 21-15-1 of the City's Subdivision Ordinance, as well as Development Regulation 2.27 in the Spring Lake Plan, provide for the sale of lots to local building contractors. The intent of this regulation was to provide the opportunity for the local building community to participate in development in

the City. The larger builders were perceived as having the advantage of being able to pick up large numbers of lots. The regulation provides for a process to allow the lots to be offered for a limited time (45-days) to local builders and have to be offered at a fair market price.

The project as conditioned is consistent with the City's Subdivision Ordinance.

Infrastructure Master Plans

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

Spring Lake Specific Plan Design Standards

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

Appeals

The subdivider, or any party adversely affected by the decision, the City Council, an individual City Council member, or the City Manager, may appeal any action of the Planning Commission with respect to a tentative map to the city council within ten days after the action of the Planning Commission. No conflict of interest shall exist solely by reason of the filing of an appeal by the City Council, an individual City Council member, or the City Manager. Any such appeal shall be filed with the City Clerk and, except an appeal by the City Council, a City Council member, or the City Manager, shall be accompanied by a filing fee as prescribed by City Council resolution. Upon the filing of an appeal, the City Clerk shall set the matter for hearing. Such hearing shall be held within thirty days after the date of filing the appeal. Within ten days, or at its next regular meeting following the conclusion of the hearing, the City Council shall render its decision on the appeal.

Recommendation:

Staff recommends approval of the project by making an affirmative motion as follows: **I move that the Planning Commission recommend approval of the Spring Lake Central project to the City Council based on the identified Findings of Fact and subject to the identified Conditions of Approval, by taking the following actions:**

Planning Commission Action:

1. Adopt Resolution No. PC15-_____ - recommending to the City Council to approve the Addendum to the EIR, amendments to the General Plan and Spring Lake Specific Plan land use designations, for approximately 105.7 acres of the Spring Lake Central project site, approval of Findings and Conditions of Approval for TM #5027, and approval of the First Amendment to the Development Agreement for the Spring Lake Central Project, **(Attachment "1')**

ATTACHMENTS:

Attachment “1” - Planning Commission Resolution for Spring Lake Central
Attachment “2” - Exhibit A - CEQA EIR Addendum
Attachment “3” - Exhibit B - General Plan Land Use Amendment Exhibit
Attachment “4” - Exhibit C - Spring Lake Specific Plan Land Use Amendment Exhibit
Attachment “5” - Exhibit D - Tentative Subdivision Map # 5027
Attachment “6” - Exhibit E - City Council Ordinance for First Amendment to the Development Agreement
Attachment “7” - 2007 Development Agreement (Exhibit 1to Council Ord.)
Attachment “8” - First Amendment to the Development Agreement (Exhibit 2 to Council Ord.)
Attachment “9” - Exhibit C - Findings of Fact and Conditions of Approval
Attachment “10” - Exhibit I - Spring Lake Fees
Attachment “11” - General Application Form and Project Justification Statement
Attachment “12” - Unit and DUE Comparison Table

ATTACHMENT 1

RESOLUTION NO. PC 15-___

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WOODLAND RECOMMENDING TO THE CITY COUNCIL APPROVAL OF THE ADDENDUM TO THE TURN OF THE CENTURY EIR, AMENDMENTS TO THE GENERAL PLAN, AMENDMENTS TO THE SPRING LAKE SPECIFIC PLAN, APPROVAL OF TENTATIVE SUBDIVISION MAP NO. 5027 FOR THE SPRING LAKE CENTRAL PROJECT IN ACCORDANCE WITH THE CONDITIONS OF APPROVAL AND APPROVAL OF THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WOODLAND AND WOODLAND SPRING LAKE PARTNERSHIP, L.P. FOR THE SPRING LAKE CENTRAL PROJECT AREA IN SPRING LAKE

WHEREAS, the applicant, Woodland Spring Lake Partnership, L.P., filed Planning Application # PLNG 14-00090, proposing amendments to the General Plan and Spring Lake Specific Plan, amendments to the Development Agreement and a Tentative Subdivision Map (TSM No. 5027), for 105.7 acres of the Spring Lake Central Project ("Project") within Spring Lake; and

WHEREAS, the applicant prepared a tentative subdivision map, as provided in the proposed tentative subdivision map attached to this Resolution as **Exhibit "D";** and

WHEREAS,the Woodland Planning Commission held a duly noticed public hearing on April 16, 2015, to review and consider recommending to the City Council approval of the proposed Spring Lake Central Project in Spring Lake including the Addendum to the Turn of the Century EIR, General Plan and Specific Plan Amendments, Tentative Subdivision Map No. 5027, and the First Amendment to the Development Agreement; and,

WHEREAS¸ pursuant to California state law and the Woodland Municipal Code, public hearing notices were mailed to all property owners within an area exceeding a three hundred foot radius of the subject property, and a public hearing notice was published for a minimum of ten days prior to the public hearing in the Daily Democrat; and

WHEREAS, the procedures of CEQA have been met with respect to the First Amendment to the Development Agreement because, the Project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) for the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR; and

WHEREAS, the Planning Commission considered the proposed EIR Addendum to the Turn of the Century EIR for the purposes of amending the Spring Lake Specific Plan based on a request by Woodland Spring Lake Partnership, L.P to modify land use designations within the Spring Lake Specific Plan, as described in more detail in **Exhibit "A."** Section 15182(a) of the California Environmental Quality Act (CEQA) provides that the lead agency shall prepare an Addendum to a previously certified EIR if some changes or additions are necessary but none of the

conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred. The proposed revisions, which result in a similar number of residential units and relocation of the fire station, will result in environmental impacts that would be similar to those identified in the previous EIR and Addendum prepared for the previous project approval in 2007. Infrastructure improvements beyond those previously anticipated will not be required. In addition, the daily trip generation will not be significantly different than that anticipated in the SLSP, Turn of the Century EIR and in the previously approved project; and,

WHEREAS, the SLSP requires that each development application include certain project-level and project-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation Monitoring Plan (MMP). All the required studies have been submitted for the subject project, reviewed by staff, and the following conclusions reached: a) the studies satisfy the SLSP requirements; b) applicable requirements or conditions recommended in the studies have been included in the conditions of approval for the subject project; c) the studies identify no environmental circumstances specific to the subject site or the proposed Project that were not previously anticipated and addressed in the original EIR and later addenda; and

WHEREAS, 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, 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; and

WHEREAS, the Planning Commission reviewed and considered a proposal to amend the City's General Plan, consisting of the re-designation of the land use categories in the General Plan for properties identified as the Spring Lake Central Project as described in more detail in **Exhibit "B";** 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 categories in the Spring Lake Specific Plan for properties identified as the Spring Lake Central Project as described in more detail in **Exhibit "C";** 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 make the following findings, determinations and recommendations with respect to the proposed General Plan and Specific Plan Amendments, Tentative Subdivision Map for the Project and the proposed First Amendment to the Development Agreement:

The Planning Commission, in recommending to the City Council approval makes the following findings regarding:

1. General Plan Consistency:

    a. The Project is consistent with the goals and policies of the General Plan in that the proposed modification provides for a more economically viable land use designation for single family residential densities that the current housing market will more readily absorb and support. The increased density for the multi-family housing allows for the possibility of an urban village development concept that increases the likelihood for transit and viability of the proposed commercial uses.

    b. The Project is consistent with the goals and policies of the Housing Element by providing for a variety of housing types and by meeting the requirements of the Spring Lake Affordable Housing Plan as conditioned.

2. Spring Lake Specific Plan Consistency:
    a. The Project is consistent with the policy language (goals, policies and objectives) of the SLSP based upon a detailed analysis performed comparing the Project proposal to each section of the SLSP and through various conditions or components of the Development Agreement, consistency has been ensured.

    b. The Project is consistent with the land use summary and other relevant plan text throughout the SLSP in that the Project itself will have a single family to multi-family ratio of 62% single-family units (375) to 38% multi-family units (232), but results in a Plan wide ratio of 72% single family to 28% multi-family. This is closely aligned with the Plan goal of 71% single-family units and 29% multi-family units.

    c. The Project is consistent with Development Regulations in the SLSP including a determination of substantial consistency with Regulations 2.6, 6.1, 6.4 and 6.7, which preclude the submittal of final maps until infrastructure plans are completed and tentative maps made consistent, if applicable.

    d. The Project as conditioned is consistent with the SLSP design standards and SLSP Affordable Housing Plan.

3. Tentative Subdivision Map No. 5027:
    a. The proposed Tentative Subdivision Map is consistent with the City's General Plan, including the Housing Element, and the Spring Lake Specific Plan. The proposed Tentative Map will implement the General Plan by providing the opportunity for development of for-sale, single family housing within the community and by providing for additional recreational opportunities at the neighborhood level. The Tentative Subdivision Map is also consistent with the City's Community Design Guidelines.

    b. The Tentative Subdivision Map depicts a site that is physically suitable for development. There are no conditions that would render the Property unsuitable for residential development.

c. The Project site is physically suitable for the proposed density of development. The site is of a sufficient size and shape to allow the proposed density, and the subdivision will be able to accommodate the future development of residential units given the shape and topography of the Project site. The Project is also consistent with the land use designations specified in the Spring Lake Specific Plan.

d. The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The Biological Resources Assessment (Parlin Spring Lake I, Foothill Associates, March 16, 2005) shows that there would not be any significant and unavoidable impacts related to existing habitat. SLSP Mitigation measures regarding biological studies prior to construction activity are required.

e. The design of the proposed subdivision will not cause serious public health problems and is not anticipated to have any negative impacts on Project residents or occupants of the surrounding area.

f. The subdivision design will not conflict with easements acquired by the public at large, for access through or use of property with the proposed subdivision, absent alternative, equivalent easements. Any new easements have been made conditions of map approval.

g. Any proposed phases and their proposed sequence of construction are identified on the submitted map.

4. The Planning Commission does hereby recommend to the City Council approval of Application No. PLNG 14-00090 for General Plan and Specific Plan Amendments, Tentative Subdivision Map. #5027, **(Exhibit D)** to allow the subdivision of 105.7 acres of property located north of Heritage Parkway, east of Harry Lorenzo Avenue and approximately 850' south of the intersection of Farmers Central Road and Pioneer Avenue, and the amended conditions of approval, which are set forth in the First Amendment to the Development Agreement. The Planning Commission also recommends to the City Council adoption of Ordinance No. ____, authorizing the First Amendment to the Development Agreement between the City of Woodland and Woodland Spring Lake Partnership, L.P., **(Exhibit E)**

PASSED AND ADOPTED by the Planning Commission of the City of Woodland at a regular meeting on the 16th day of April 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Chairperson

ATTEST:

_____
Cindy Norris, Planning Commission Secretary

APPROVED AS TO FORM:

_____
Kara K. Ueda, City Attorney

Exhibit "A" – CEQA EIR Addendum # 12

Exhibit "B" - General Plan Land Use Amendment Diagram

Exhibit "C" – Spring Lake Specific Plan Amendment Diagram

Exhibit "D" – Tentative Subdivision Map No. 5027

Exhibit "E" – City Council Ordinance - First Amendment to the Development Agreement

Exhibit "F" - Exhibit 1 – 2007 Development Agreement

Exhibit "G" - Exhibit 2 – First Amendment to the Development Agreement

Exhibit "H" Exhibit E(2) C – Conditions of Approval

EXHIBIT A
(CEQA EIR ADDENDUM)

EXHIBIT B
(GENERAL PLAN LAND USE AMENDMENT DIAGRAM)

EXHIBIT C
(SPRING LAKE SPECIFIC PLAN LAND USE AMENDMENT DIAGRAM)

EXHIBIT D
(TENTATIVE SUBDIVISION MAP No. 5027)

EXHIBIT E

(CITY COUNCIL ORDINANCE – First Amendment to the Development Agreement)

Exhibit 1 – 2007 Development Agreement
Exhibit 2- First Amendment to the Development Agreement

ATTACHMENT 2

CEQA Addendum

To The Turn Of The Century Specific Plan Environmental Impact Report For The

Spring Lake Central Project

Certified August 15, 2000
(SCH# 99022069)

THE CITY OF WOODLAND

FEBRUARY 5, 2015

PREPARED BY

Paul L Hanson, AICP, Senior Planner
City Of Woodland
Community Development Department

1	Addendum to the Turn of the Century Specific Plan Environmental Impact Report for the **Spring Lake Central 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 Spring Lake Central 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

This document discusses the changes that have been proposed by the Woodland Spring Lake Partnership, L.P. for the requested Spring Lake Specific Plan Amendment and other amendments for the **Spring Lake Central Project ("Project")** as it relates to the Turn of the Century Specific Plan Environmental Impact Report.[1]

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

[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.

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

1) Amending the General Plan Land Use Plan to increase Low Density Residential (3.0 – 8.0 du/ac) acreage from 27.1 to 53.4 acres; reduce Medium Low Residential (5 - 12 du/ac) acreage from 43.2 to 23.1 acres, eliminate the 9.0 acres of Medium density (8 - 15 du/ac), and increase High Density residential (15 - 25 du/ac) acreage from 7.6 to 9.3 acres;

2) Amending the Spring Lake Specific Plan land use designations to add 33.3 acres of R-4 (3-4 du/ac), decrease residential R-5 acreage (4-5 du/ac) from 26.4 to 20.1 acres, increase R-8 acreage (6-8 du/ac) from 43 to 23.1 acres, eliminate the 9.3 acres of the multiple family residential R-15 (10-15 du/ac), eliminate the 7.6 acres of R-20 (16-20 du/ac), and add 9.3 acres of multiple family R-25 acreage (23-25 du/ac);

3) Reconfiguring the Spring Lake Village Center by relocating the park site, fire station, and the commercial site and adding 9.3 acres of multi-family (R-25) adjacent to the Village Center. The reconfiguration also includes removing the northern portion of Heritage Parkway.

The Project proposes to revise the previously approved tentative subdivision map. The revised tentative map and rezone will decrease the number of single-family lots from 443 to 375, **reducing** the total number of single-family lots by 68. The revised tentative map and rezone will also **increase** the number of multi-family units from 171 to 232, adding a total of 62 additional multi-family units.

A comparison based on the original Specific Plan and the Project proposed land use designations for units and dwelling unit equivalents (DUE) are shown in Table 1. This is based on the approximate density proposed by the applicant (4.9 du/ac).

Table 1

Unit and DUE Comparison to the Original Specific Plan Land Use							
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-4 Single Family Residential (4 du/ac)	0	0	**R-4** Single Family Residential (4 du/ac)	128	33.30	+128	+33.3
R-5 Single Family Residential (5 du/ac)	185	37.0	**R-5** Single-Family Residential (5 du/ac)	100	20.1	-(85)	-(16.9)
R-8 Single Family Residential (8 du/ac)	258	32.3	**R-8** Single-Family Residential (8 du/ac)	147	23.1	-(111)	-(9.2)
TOTAL	**443**	**69.3**		**375**	**76.5**	**-68**	**+7.2**
R-15 * Multi-Family Residential (15 du/ac)	46	3.1	**R-15** Multi-Family Residential (15 du/ac)	0	0	-(46)	-(6.0)
R-20 Multi-Family Residential (20 du/ac)	125	6.25	**R-20** Multi-Family Residential (20 du/ac)	0	0	-(125)	-(6.25)
R-25 Multi-Family Residential (25 du/ac)	0	0	**R-25** Multi-Family Residential (25 du/ac)	**232**	9.3	+232	+9.3
TOTAL	**171**	**9.35**		**232**	**9.3**	**+62**	**-(.05)**
Net Change for Units and DUEs							
Total Units	**614**		**Total Units**	**607**		**-7**	
Dwelling Unit Equivalent (DUE) 0.66*	**556**		**Dwelling Unit Equivalent (DUE)**	**528**		**-28**	

- 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 proposed rezone results in a net decrease in the total number of Dwelling Unit Equivalent (DUE) for the project based opon a comparison of the Project to the Original Specific Plan approval. For purposes of calculating Spring Lake Infrastructure Fees (SLIF) (which is based on DUE), the project results in a net decrease of 28 DUEs.

Staff believes that the proposed rezoning will provide for an attractive development that will provide additional housing options and will be compatible with the existing development in the area.

Determination

In review of the Spring Lake Central 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 Spring Lake Central 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 Specific Plan 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 the Specific Plan impacts could 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 land uses changes proposed by this Project.

In order to determine whether additional CEQA review is required for the Spring Lake Central 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 Spring Lake Central Specific Plan Amendment.

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 Amendment, Specific Plan Amendment, and Rezone), the Woodland Spring Lake Partnership, L.P., requests approval of an Addendum to the SLSP, Turn of the Century EIR. The current Spring Lake Specific Plan, in accordance with the SLSP, Turn of the Century EIR, evaluated 185 Single-family (R-5), 258 Single-family (R-8) residential dwelling units, and 171 Multi-family residential dwelling units on the Project site. The proposed Project includes rezoning: R-4 acreage from 0.0 ac. to 33.3 ac.; R-5 acreage from 26.4 ac. to 20.1 ac.; R-8 acreage from 43 ac. to 23.1 ac.; R-15 acreage from 9.3 ac. to 0.0 ac.; R-20 acreage from 7.6 ac. to 0.0 ac.; and R-25 acreage from 0.0 ac. to 9.3 ac. The changes in residential acreages would result in a reduction of 46 single-family residential dwelling units, and an increase of 62 multi-family dwelling units. The combined changes in the total number of dwelling units would not result in substantial changes or new information requiring a subsequent EIR. The information below summarizes the substantial evidence in support of the City's determination that the preparation of a Subsequent EIR is not required.
(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;	The proposed land use changes to the SLSP, Turn of the Century EIR would include rezoning of residential densities and shifting the locations of the Central Park, Fire Station, and Neighborhood Commercial sites within the current configuration within the Spring Lake Specific Plan (SLSP). The proposed changes would include increasing the multi-family density from an average of 17.5 units per acre to an average of 24.9 units per acre. The proposal also reduces the single-family density from an average of 6.4 units per acre to an average of 4.9 units per acre. At maximum density this project could possibly include up to 375 single-family units and 232 multi-family units. There will not be a significant increase in demand for public services and utilities, or increase traffic, noise, or air quality. Plan policies describe a Plan wide density of 6.1 du/net acres. The result of prior changes and the contemplated Project modifications for the Spring Lake Central Project will result in a net density of 5.7 dwelling units/acre.

	Sewer, Drainage, and Water Supply **Sewer** On the Sanitary Sewer Layout (Fig. 4.1) of the 2004 Spring Lake Infrastructure Study Report (ISR), the area now referred to as the “Spring Lake Central” was comprised of areas 68, 80, 86, and portions of 85 and 89. These areas were assigned a mix of R-3, R-4, and R-15 Spring Lake Specific Plan land use designations. The Revised Spring Lake Central Tentative Map application proposes to decrease the density of the area by rezoning portions of R-5, R-8, & R-20 zoning into an R-4 designation, thus reducing the number of single-family units by 68 units. The revised map also increases the density of the area by rezoning the R-15 into an R-25 designation, thus increasing the number of multi-family units by 61 units. Using the zoning configuration from 2004 and current sewer design standards, the difference in sewer flow generation was analyzed. The only pipe segment to experience a net increase in sewer flows is the 15" sewer line in Heritage Parkway (west of Parkland), which will see a net increase of 0.10 MGD. However, this increase in flow will only cause an increase in the depth of flow in downstream pipes of approximately 0.04 feet, and is not significant enough to exceed the available capacity in all downstream pipes (i.e. the City's maximum *diD* value of 50% for pipes less than or equal to 12" in diameter or 70% for pipes greater than 12" in diameter is not exceeded). The Project has negligible impact to the existing facilities, and no upsizing is required from this project other than that already anticipated by the Spring Lake Specific Plan EIR. **Storm Drain** For the entire SLSP and Master Plan Remainder Area (MPRA), the east regional detention pond has been constructed east of County Road 102 (Brauner Property). Furthermore additional capacity will be added with the conversion of the North Gibson ponds to storm water detention. Storm water from this development will ultimately be conveyed to the East Regional ponds and North Gibson Pond Pond via a combination of underground pipes and open channels. The City also currently plans to maintain the previously planned storm water tributary areas as defined in the Spring Lake Infrastructure Study Report (ISR). Therefore, the only area evaluated for storm drain capacity was the area to the south and west of Parkland A venue that is being densified with the current tentative map (storm drain network to the west of Line E in the ISR). Line E in the ISR is identified as a 30" pipe and Spring Lake Backbone Package B 1 record drawings confirm that a 30" stub was provided to this area.

	Using a weighted runoff coefficient, a time of concentration of 9 minutes, and an intensity of 2.29 in/hr per City standards, a flow rate of 22.9 cfs must be conveyed by the 30" pipe. A quick Manning's analysis shows that a 30" pipe at a slope of 0.002 (per the Spring Lake Backbone Package BI record drawings) can convey 18.34 cfs. Therefore, the 30" pipe will be slightly surcharged while experiencing maximum flows; however, the City is comfortable with this condition as the ISR specifies a previous clearance of 6.5' from the upstream HGL to upstream ground elevation which will not be reduced less than the 12" specified in the City's standards from a ±5 cfs increase in flow. Therefore, the proposed routing will remain in compliance with the City's storm drain design standards. Overland release calculations will be provided during design to ensure that the City's overland release standards are met with the grading of the subdivision. The impact of the rezoning of this property is negligible. **Water** The water infrastructure serving the site in the Spring Lake Specific Plan ISR consists of a 12" pipe along the north edge of the boundary with interior 8" lines to provide distribution and looping. As additional units are being added by up zoning land rather than expanding the urban area there is no additional fire flow demand. (Fire flow is measured at the hydrant).This modification in zoning will not place any additional demands on the water system planned in the Spring Lake Development. **Traffic** The site when completed will have access to County Road 102 via Heritage Parkway, and to Gibson Avenue and Famers Central Road via Parkland and Pioneer Avenues. Galvin Way and McNary Way will provide internal circulation and connect between Pioneer Avenue and Miekle Avenue. This roadway system will provide adequate circulation and access for the Spring Lake Central Project and will provide the roadway system anticipated in the Spring Lake EIR. The additional 62 multifamily units and the reduction of 46 single-family units from the rezone will result in a reduction of traffic impacts. The rezone will reduce traffic by 52 daily trips and a reduction of 2.9 AM peak trips and 8.5 PM peak trips. These amounts are statistically insignificant (less than daily variation in traffic). There is no significant impact from the rezone. **Air Quality** As stated above, the proposed Project land uses would result in a statistically insignificant (less than daily variation in traffic) amount of traffic. Therefore, impacts related to air quality would be similar to

	those anticipated in the SLSP, Turn of the Century EIR. **Conclusion** Because the proposed land uses are similar to those studied in the SLSP, Turn of the Century EIR, the changes proposed are not substantial and would not require major revisions. Furthermore, the proposed changes would not create new or significant environmental effects, which have not already been analyzed.
(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or	Because the proposed land uses are similar to the existing Plan, the impacts of which have previously been analyzed, 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 Spring Lake Central Project. The SLSP, Turn of the Century EIR requires that each development application include project-level and property-specific technical analysis to demonstrate consistency with the performance thresholds in the Spring Lake Specific Plan and Spring Lake Specific Plan Mitigation and Monitoring Plan. The following studies have been submitted with the CEQA Addendum: • Memorandum Land Use Modifications – Infrastructure Capacity, Cunningham Engineering. December 8, 2014.
(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;	See response under (1) above. New significant effects would not occur.
(B) Significant effects previously examined will be substantially more severe	See response under (1) above. Significant effects will not be more severe than identified in the SLSP, Turn of the Century EIR.

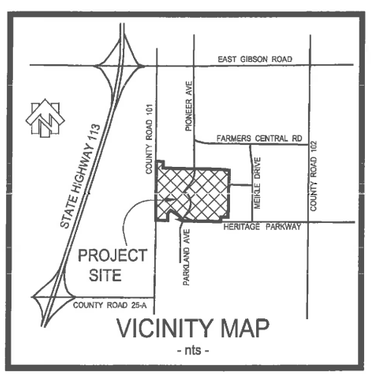
than shown in the previous EIR;	
(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or	The status of mitigation measures in the SLSP, Turn of the Century EIR would not change as a result of the proposed land uses changes.
(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would 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 Spring Lake Specific Plan was approved on December 18, 2001. None of the conditions as

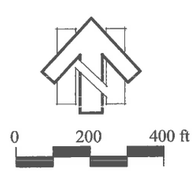
the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.	described in subdivision (a) have occurred. As such, a new EIR would not be required.
(d) A subsequent EIR or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072. A subsequent EIR or negative declaration shall state where the previous document is available and can be reviewed.	A subsequent EIR or Negative Declaration is not required and therefore, an additional public review period pursuant to CEQA Guidelines sections 15087 and 15072 is not necessary.

ATTACHMENT 3

Existing

Proposed





General Plan Amendment Exhibit

Spring Lake Central

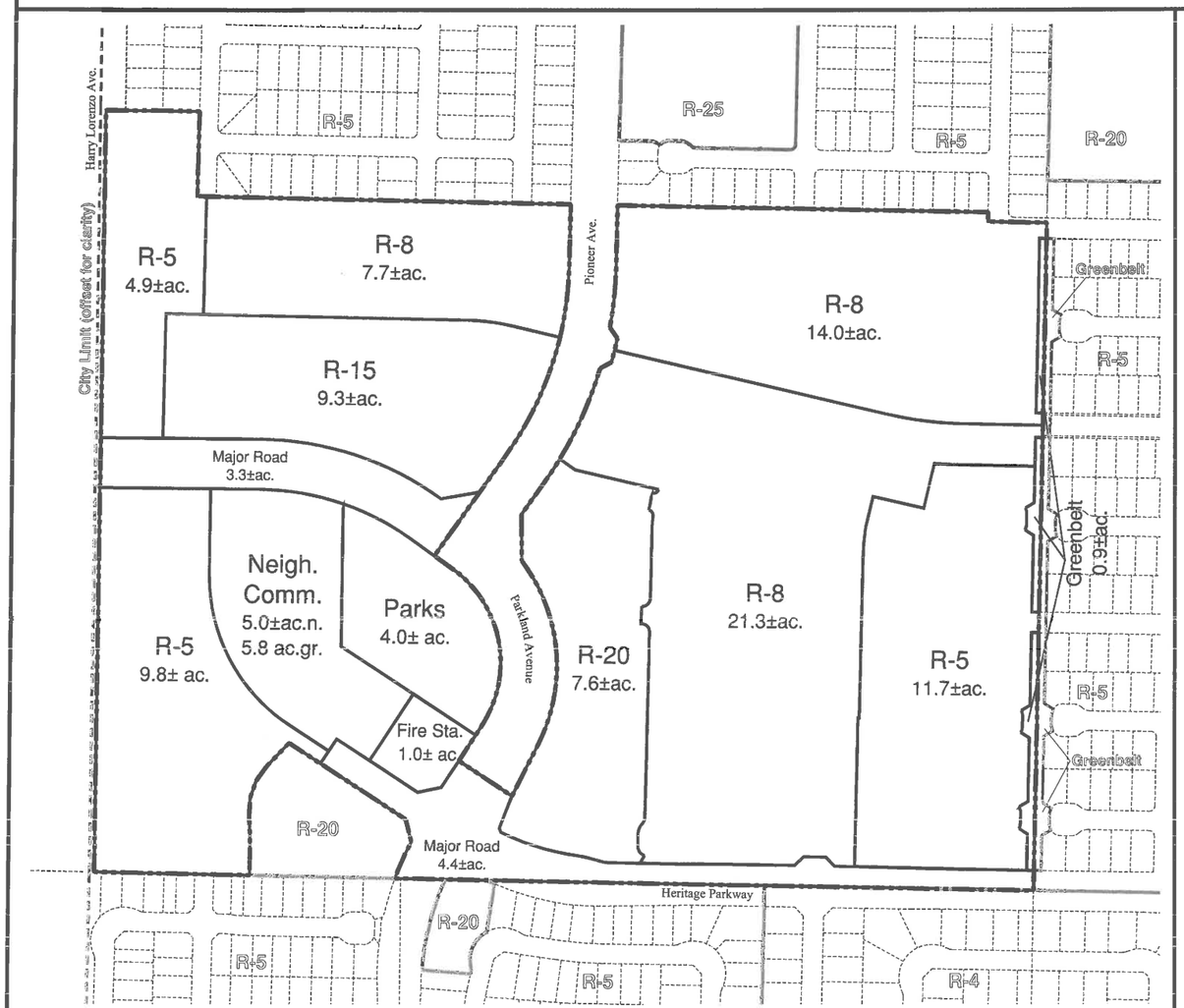
Scale: 1"=400'
(when printed 11" x 17")

March 12, 2013
Revised; May 6, 2013
November 5, 2014

CUNNINGHAM ENGINEERING

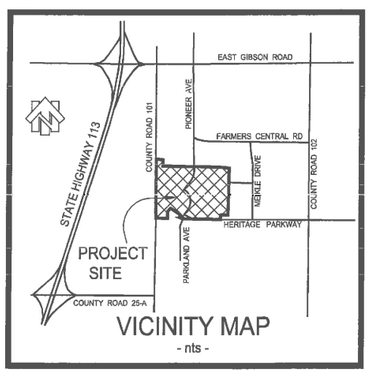
WALTERS LAND PLANNING

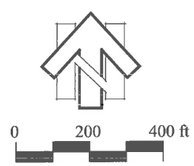
ATTACHMENT 4



Existing

Proposed





Specific Plan Amendment/ Rezone Exhibit

Spring Lake Central

Scale: 1"=400'
(when printed 11" x 17")

March 12, 2013
Revised; May 6, 2013
November 5, 2014

CUNNINGHAM ENGINEERING

WALTERS LAND PLANNING

ATTACHMENT 5

PROJECT INFORMATION

SITE DESCRIPTION: Portion of the Southwest Quarter of Section 3, Township 9 North, Range 2 East, M.D.B.& M.

ASSESSORS PARCEL NUMBERS: 042-580-008, -037, -038, -040, -041, -043, -044, -049

OWNER/SUBDIVIDER: Woodland Spring Lake Partnership L.P. 940 Emmett Ave. #200 Belmont, CA 94002

OWNER: Centex Homes (042-580-008) 6210 Stonebridge Mall Road, #500 Pleasanton, CA 94588

ENGINEER: Cunningham Engineering 2940 Spafford Street, Suite 200 Davis, CA 95618 (530) 758-2026

LAND PLANNER: Walters Land Planning 7498 Griggs Way Sacramento, CA 95831 (916) 502-1723

EXISTING ZONING: SLSP- R-5, R-8, R-15, R-20, Parks, Commercial, Schools/Fire, Greenbelt

PROPOSED ZONING: SLSP- R-4, R-5, R-8, R-25, Parks, Commercial, School/Fire, Greenbelt

FLOOD ZONE: "X"

SERVICES
SEWER/WATER: City of Woodland
DRAINAGE: City of Woodland
FIRE: City of Woodland
SCHOOL: Woodland Joint Unified School Dist.
ELECTRIC/GAS: PG&E
CABLE: Charter Communications

NUMBER OF LOTS: 375; Total Residential Lots
147; 45 x 95' lots (typ.)
100; 55 x 105' lots (typ.)
128; 65 x 105' lots (typ.)
1; Commercial lot
3; Multi-family lots
1; Park Lot
3; Parkway Lots
9; Paseo/landscape Lots
1; Fire Station Lot
393; TOTAL LOTS

AREA: 105.7± Acres Gross

NOTES

1) Dimensions & areas shown are approximate and subject to change.
2) Subdivider reserves the right to file multiple final maps.
3) No structures exist on the site.
4) The following existing easements to be abandoned;
   - Portion of existing right-of-way County Road 101 per Subdivision Map Act.
   - Temporary construction and maintenance easements per preliminary title report.
5) A 7-foot public utility easement proposed adjacent to all streets except Heritage Parkway, Parkland Avenue,and Pioneer Ave.
6) Street names with letter/number designations are for planning purposes. Actual street names to be process as part of Final Map.
7) This tentative map conforms to all requirement of the California Subdivision Map Act and the City of Woodland Subdivision Ordinance (see Design Modifications).
8) Street Sections, grading/drainage, & water/sewer shown on separate sheets.
9) Refer to the Spring Lake Specific Plan for development standards.
10) Affordable housing unit locations to be determined.
11) This is an application for a development permit.

Design Modification

⚠ Shortened intersection tangent length at labeled intersections.

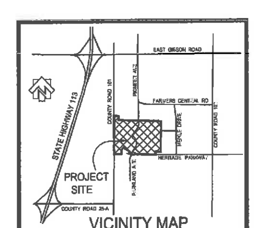
Intersection Curb Radii Table

Intersection Type	Minimum Radii at Face of Curb
Local to Local	25'
Local to Collector	30'
Collector to Collector	35'
Collector to Arterial	35'
Arterial to Arterial	35'

PROJECT SUMMARY

Zoning	Lot Type	Lots/Units	Area+/-	Density
R-4	65 x 105' typ.	128	33.3 ac.	3.8 du/ac.
R-5	55 x 105' typ.	100	20.1	5.0 du/ac.
R-8	45' x 95' typ.	147	23.1	6.4 du/ac.
Subtotal		375		
R-25	Apartments	233	9.3	25 du/ac.
Totals		608	85.7	
	Commercial		5.1	
	Park		4.0	
	Parkway		0.9	
	Fire Station		1.0	
	Major Roads		8.9	
Total			105.7	

Residential areas include paseo lots and exclude parkway lots.



VICINITY MAP
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Sheet Index

Sheet	No.
Tentative Map	1
Grading and Drainage Plan	2
Water and Sewer Plan	3
Sections and Details	4

Subdivision Map # 5027

Revised Tentative Map

Spring Lake Central

City of Woodland, California

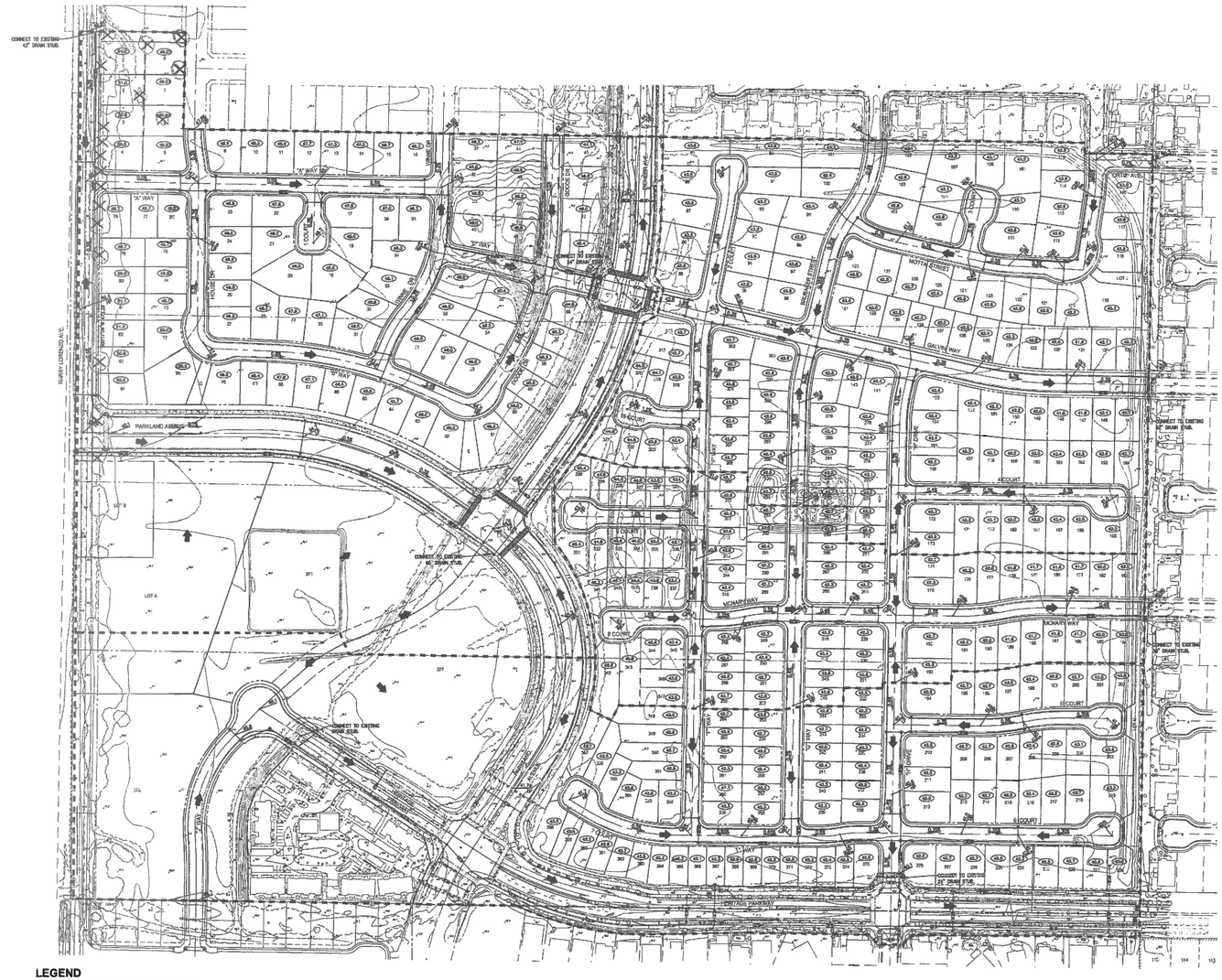
Scale: 1"=100' (when printed 36 x 36")

March 8, 2013
Revised; November 5, 2014

WALTERS LAND PLANNING

SHEET #1

12-7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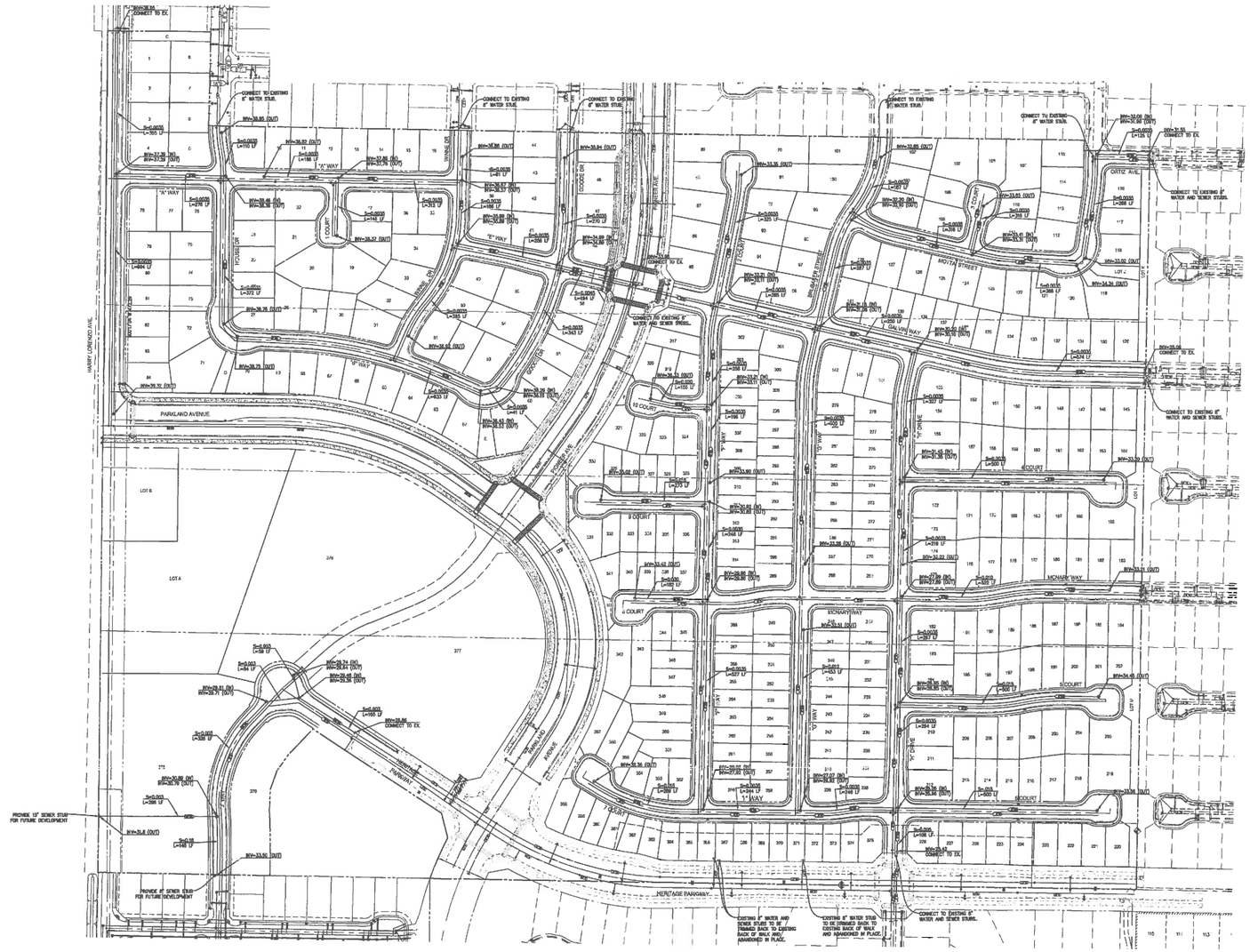


LEGEND

204	LOT NUMBER
8"	EXISTING WATER PIPE AND SIZE
8"	PROPOSED WATER PIPE AND SIZE
	EXISTING FIRE HYDRANT ASSEMBLY
	PROPOSED FIRE HYDRANT ASSEMBLY
8"	EXISTING SEWER PIPE, SIZE, AND DIRECTION OF FLOW
8"	PROPOSED SEWER PIPE, SIZE, AND DIRECTION OF FLOW
Ⓢ	EXISTING SEWER MANHOLE
●	PROPOSED SEWER MANHOLE
INV=35.10	PROPOSED SEWER INVERT ELEVATION
S=0.0035	PROPOSED SEWER PIPE SLOPE

SCALE: 1" = 100'

DESIGNED BY -
DRAWN BY LE
CHECKED BY BG
SCALE
AS SHOWN

CITY OF WOODLAND

SUBDIVISION MAP # 5027
SPRING LAKE CENTRAL - REVISED TENTATIVE MAP
WATER AND SEWER PLAN

CALIFORNIA

CECWEST.COM

Project Planning • Civil Engineering • Landscape Architecture

• Sacramento Office
2120 20th Street, Suite Three
Sacramento, CA 95816
(916) 455-2026

• Davis Office
2940 Stanford Street, Suite 200
Davis, CA 95618
(530) 759-2026

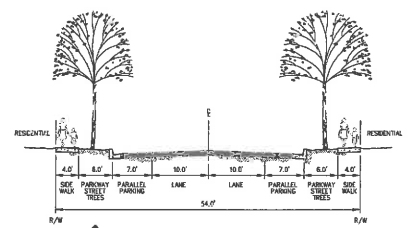
NO.	DATE	REVISIONS	BY	APPRO.

SHEET 3 OF 4

DATE: 11/26/14

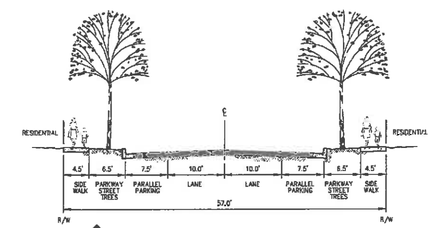
JOB NO: 12E.01

S:\Projects\2007\257 Spring Lake Central – Woodland SLP\AutoCAD\2007-01 TM REVISIONS\SHEETS\257-01-C3-LTR.dwg – LTR, 11/25/2014 – 3:54PM Plotted by: mwgm



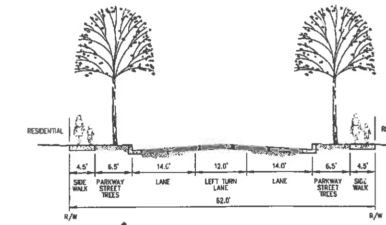
A / 1 **54' LOCAL STREET** NTS

1 COURT THRU 10 COURT, "A" WAY (HOUSE DRIVE TO WINNE DRIVE), HOUSE DRIVE, WINNE DRIVE, GOODE DRIVE, "B" WAY, "F" WAY, "G" WAY, "I" WAY AND MOTTA STREET



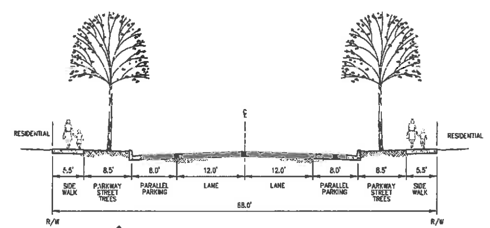
B / 1 **57' LOCAL STREET** NTS

"A" WAY (HARRY LORENZO AVENUE TO HOUSE DRIVE), "E" WAY, "H" DRIVE, "J" WAY, ORITZ AVENUE, McNARY WAY AND BURBANK STREET



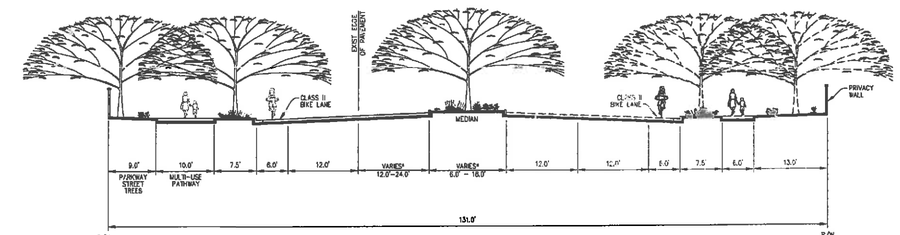
C / 1 **62' LOCAL STREET** NTS

"E" WAY AND "H" DRIVE



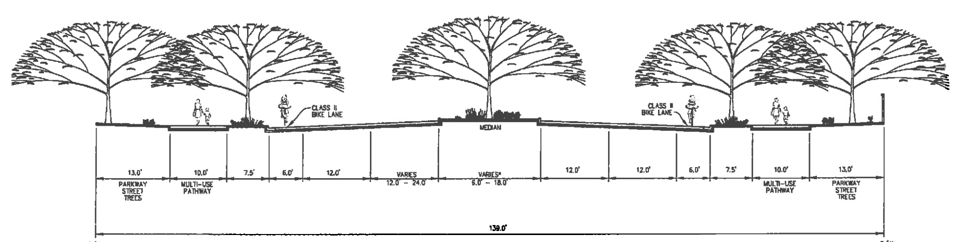
D / 1 **68' COLLECTOR STREET** NTS

GALVIN WAY



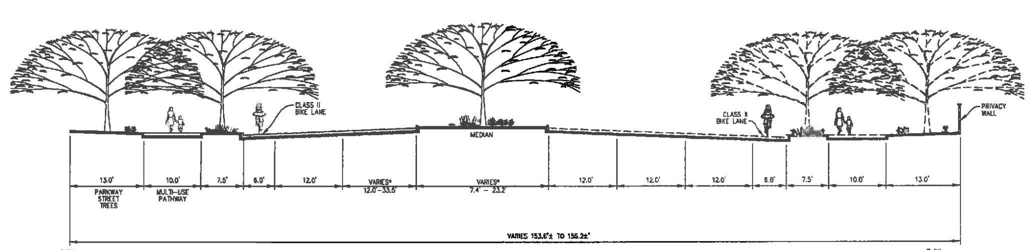
E / 1 **ARTERIAL 131.0' R.O.W.** NTS

PIONEER AVENUE
NORTH PROPERTY LINE TO PARKLAND AVENUE
*12' TURN POCKET AND 6' MEDIAN NOSE WHERE TURN LANE IS REQUIRED



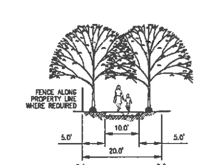
F / 1 **ARTERIAL 139.0' R.O.W.** NTS

PARKLAND AVENUE
PIONEER AVENUE TO HARRY LORENZO AVENUE
*12' TURN POCKET AND 6' MEDIAN NOSE WHERE TURN LANE IS REQUIRED

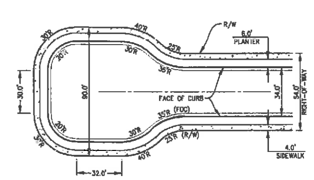


G / 1 **ARTERIAL 151.0' R.O.W.** NTS

PARKLAND AVENUE
HERITAGE PARKWAY TO PIONEER AVENUE
*12' TURN POCKET AND 6' MEDIAN NOSE WHERE TURN LANE IS REQUIRED



H / 1 **20' GREENBELT** NTS



I / 1 **TYPICAL 54' R.O.W. CUL-DE-SAC** NTS

1 COURT THRU 10 COURT

DESIGNED BY	-
DRAWN BY	LE
CHECKED BY	SG
SCALE	AS SHOWN

SUBDIVISION MAP # 5027
SPRING LAKE CENTRAL - REVISED TENTATIVE MAP
SECTIONS AND DETAILS

CITY OF WOODLAND CALIFORNIA

CUNNINGHAM ENGINEERING

CECWEST.COM
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▪ Davis Office: 2940 Spafford Street, Suite 200, Davis, CA 95618, (530) 758-2026

NO.	DATE	REVISIONS	BY	APPD.

SHEET 4 OF 4
DATE: 11/05/14
JOB NO: 1257.01

S:\Projects\1200\1257 Spring Lake Central - Woodland SLP\AutoCAD\1257-01 TM REVISIONS\SHEETS\1257-01-C4-SECT.dwg - XSEC 11/05/2014 - 3:53PM Plotted by: liz

ATTACHMENT 6

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WOODLAND, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WOODLAND AND WOODLAND SPRING LAKE PARTNERSHIP, L.P. TO USE AND DEVELOP THE SPRING LAKE CENTRAL 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, Woodland Spring Lake Partnership, L.P. ("Developer") propose to develop certain real property located in the City of Woodland ("Property"), more particularly described in the First 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 First 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 First Amendment to the Development Agreement to facilitate development of the Project, subject to conditions and requirements set forth herein; and

WHEREAS, the Planning Commission held a duly noticed public hearing on the First Amendment to the Development Agreement on April 16,, 2015, and recommended that the City Council approve the requested amendments to the Project, including the amendment to the Development Agreement; 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 First Amendment to the Development Agreement were heard and at which time the First 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 the First Amendment to Development Agreements; and

WHEREAS, the terms and conditions of the First 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 First 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 First 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" – Development Agreement (2007)
Exhibit "2" – First Amendment to Development Agreement

EXHIBIT 1

[2007 Development Agreement]

EXHIBIT 2

[First Amendment to Development Agreement]

ATTACHMENT 7

EXHIBIT 1

[2007Development Agreement]

RECEIVED
MAR 1 3 2007
BY

City of Woodland

CITY CLERK 300 FIRST STREET WOODLAND, CALIFORNIA 95695 (530) 661-5806
Sue Vannucci, CMC, City Clerk sue.vannucci@cityofwoodland.org FAX: (530) 661-5813

March 15, 2007

Michael Winn
Reynen and Bardis Communities
10630 Mather Boulevard
Sacramento, CA 95655

RE: Development Agreement and Memorandum of Agreement

Dear Mr. Winn:

Enclosed you will find a fully executed copy of the Development Agreement with the City of Woodland and your Company. The Memorandum of Agreement attached is the unrecorded version and a recorded one will be sent to you upon receipt from the County of Yolo. Should you have any questions or concerns, please contact Paul Hanson or myself.

Sincerely yours,

Sue Vannucci, CMC, City Clerk

Enclosure

cc: Paul Hanson, Senior Planner

DEVELOPMENT AGREEMENT
BETWEEN CITY OF WOODLAND AND REYNEN & BARDIS COMMUNITIES.

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

RECITALS

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

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

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

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

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

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

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

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Project and the Agreement, with the Woodland City Council's Certification of Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069, August 15, 2000) and adoption of addenda to the Turn of the Century EIR dated December 18, 2001, November 19, 2002, December 17, 2002 and April 15, 2003; and

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

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

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

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

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

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

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

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

1.1.4 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and public landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement, private landscaping or facility after the construction and completion thereof.

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

(a) Specific Plans and Specific Plan Amendments;

(b) Tentative and Final Subdivision and Parcel Maps;

(c) Conditional Use Permits, Public Use Permits and Plot Plans;

(d) Zoning;

(e) Grading and Building Permits.

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

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

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

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

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

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

(a) the conduct of businesses, professions, and occupations;

(b) taxes and assessments;

(c) the control and abatement of nuisances;

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

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

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

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

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

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

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

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

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

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

Exhibit "A" – Legal Description of the Property.

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

Exhibit "C" – Existing Development Approvals.

Exhibit "D" – Existing Land Use Regulations.

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

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

Exhibit "G" - Memorandum of Agreement

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

2. GENERAL PROVISIONS.

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

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

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

2.4 Assignment.

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

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

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

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

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

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.4.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

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

2.4.4 Partial Release of Purchaser, Transferee or Assignee of Industrial or Commercial Lot. (deleted)

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

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

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

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.

(d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

2.7 Notices.

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

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

If to CITY:

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

With a copy to:

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

If to OWNER:

Reynen & Bardis Communities
10630 Mather Blvd.
Sacramento, CA 95655
Attn: Michael Winn

(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. Subject to the terms of this Agreement including the Reservations of Authority, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan. OWNER shall comply with all Mitigation Measures required to be performed pursuant to the final Environmental Impact Report (and any amendments, supplements or addenda thereto) for the Development Plan.

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

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

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

(a) Alter the permitted uses of the Property as a whole; or,

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

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

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

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

3.5 Reservations of Authority.

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

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued except that OWNER shall not be required to pay building plan check or building permit fees for any affordable units pursuant to Specific Plan policy 3.3.

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

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

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes. Nothing in this section or any other provision of this Agreement shall be construed to limit the right of OWNER to oppose, protest or challenge any proposal to increase, or an increase of existing Exactions, or any adoption of new Development Exactions.

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

(f) Regulations which are not in conflict with the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

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

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

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

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

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

3.7 Acquisition of Property for Construction of Improvements Off-Site. OWNER shall, consistent with the requirements of the Specific Plan and associated agreements and documents, acquire the property rights necessary to construct or otherwise provide the public improvements contemplated by the Specific Plan and the Tentative Map. Owner shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map, when required by the City.

3.8 Provision of Real Property Interests by CITY. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. In the event OWNER is unable, after exercising all reasonable efforts as determined by CITY, including but not limited to OWNER's power of eminent domain under Sections 1001 and 1002 of the Civil Code, to acquire the real property interests necessary for the construction of such public improvements, and if so instructed by OWNER and upon OWNER'S provision of adequate security for costs CITY may reasonably incur, CITY shall negotiate the purchase of the necessary real property interests to allow OWNER to construct the public improvements as required by this Agreement and, if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire such required real property interests. For the purposes of this Section, "reasonable efforts" shall include proof that OWNER made a written offer to purchase the property interest at fair market value, in accordance with an appraisal conducted by an MAI appraiser. OWNER shall pay all costs associated with such acquisition or condemnation proceedings including but not limited to attorneys' fees, expert witness fees, and jury awards of any kind. If and to the extent that 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 cash reimbursement from benefit assessments, special taxes, or other fees or assessments collected from benefiting properties, as the CITY may reasonably determine and the Plan documents provide. To the extent OWNER has not been fully reimbursed by the time of the Second Release of Building Unit Allocations pursuant to Ordinance No. 1343. CITY shall reimburse OWNER from the proceeds of bonds issued, if any, or private funding advanced concurrent with or related to such Second Release.

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

3.11 Reimbursement for Specific Plan Preparation and Administration Costs. (Intentionally deleted.)

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

3.13 Tentative Map Extension. The term of the Tentative Map, and any subdivision map or other permit approved as a Subsequent Approval shall automatically be extended to the term of this Agreement as provided under the appropriate provisions of Government Code section 66452.6(a) or Government Code section 65863.9, unless a longer term would result under otherwise applicable state law or, in the absence of such state law the term given such approval under local law.

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

4. PUBLIC BENEFITS.

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

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

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

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

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

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

4.4 Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in the Agricultural Mitigation Program. CITY hereby agrees that Owner's participation in the Merritt Ranch conservation easement described in Exhibit "E" and depicted on the map at Exhibit "F" attached hereto, meets the criteria set forth in the Agricultural Mitigation Program. Further, CITY agrees that easement areas may be

"stacked" to satisfy the requirements for mitigation of agricultural uses as well as Swainson's hawk habitat.

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

4.6 Department of Fish and Game Approval. In addition to the requirements of Section 4.4 above, OWNER shall, prior to submittal of the first final map and improvement plan package to CITY, provide evidence of the approval of the Department of Fish & Game of the easements for the purpose of Swainson's Hawk habitat mitigation.

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

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

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

4.11 Assigned Building Unit Allocations. OWNER agrees that CITY shall not issue a building permit unless each lot to be subdivided thereby has a building unit allocation assigned to it. OWNER may record a deed restriction on the lots used for the sales office and parking area precluding occupancy as a residence, in which case a BUA will not be required until the OWNER requests a Certificate of Occupancy. CITY agrees to release 139 2nd Release BUAs commencing June 30, 2007 and 260 3rd release BUAs commencing June 30, 2011 to Property pursuant to Woodland City Code Section 26-2-20, unless amended or repealed.

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

4.13 Payment of Off-Site Affordable Housing Fee. OWNER shall pay the Spring Lake Off-Site Affordable Housing Fee in the amount of $1,100 per market-rate single family unit as

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

4.14 Deferred Administrative Costs. (Intentionally Deleted)

4.15 Funding for Public Transit. OWNER shall pay $318.00 per "DUE" prior to approval of each final map, for the cost of providing buses. OWNER shall construct bus turnouts, bus pads, and access during construction of road and street improvements. In addition to the above, OWNER shall pay a pro rata share for the purchase and installation of shelters for the Plan area by participating in the Spring Lake Infrastructure Fee (SLIF). OWNER shall pay, prior to each final map approval, operations and maintenance shortfall costs as determined by CITY. OWNER'S pro-rata share shall be calculated on a dwelling unit equivalent ("DUE"), is estimated to be $35 per DUE.

4.16 Habitat Monitoring and Farming Education. Notwithstanding Paragraph 8 of the Settlement Agreement respecting Yolo County Superior Court Case No. PT 02-90, OWNER shall pay its pro-rata share of the required "Monitoring Funds" and "Education Funds" (Settlement Agreement, Paragraphs 6 and 7), prior to approval of the first final subdivision map on the Property. OWNER'S pro-rata share shall be calculated on a dwelling unit equivalent ("DUE") basis.

4.17 Fire Station Operational and Emergency Vehicle Access. Fire Station operational and emergency vehicle access shall be provided to coincide with the SLSP Fire Station becoming operational —For access to the SLSP Fire Station- The following condition shall apply: East boundary of the tentative map to Pioneer Avenue- Parkway Drive shall be constructed to include two 12-foot lanes, with 6' shoulders at OWNER'S expense. If full ROW can be obtained, OWNER has the option of constructing Parkway Drive to include full roadway improvements from the south back of curb to the north back of curb.

4.18 (Intentionally deleted; changes to East Regional Pond for impacts to Cache Creek floodplain no longer contemplated)

4.19 Spring Lake Village Center. OWNER shall acquire and/or dedicate all necessary land and required right-of-way for the Spring Lake Village Center (including but not limited to the property for the fire station and Central park sites) when required by CITY. OWNER shall provide advance funding to the CITY for the site design of the 4-acre Central Park site and the SLSP fire station. In addition, OWNER shall provide advance funds as necessary in order to demonstrate that the design of the neighborhood commercial is compatible with the Central Park and SLSP fire station design. OWNER agrees to fund construction of the SLSP fire station subject to availability of Major Project Financing Plan (MPFP) AB 1600 funds. OWNER agrees

to fund construction of the 4-acre Central Park subject to availability of the Spring Lake Infrastructure Fee (SLIF). Property acquisition, site design and construction of the Central Park are subject to reimbursement as determined by the CITY. An amendment of the development agreement is not required if the SLSP is amended to modify Central Park timing or if a fire station study indicates that a delay in the SLSP Fire Station is warranted then property acquisition may be delayed accordingly.

4.20 113 Overpass Funding. OWNER shall be subject to any future adjustment of infrastructure fees made necessary to pay for construction of the 113 overpass at such time the need for such construction is triggered as identified in the Specific Plan EIR and Mitigation Monitoring Plan. Such future adjustment shall be based on a nexus study to be prepared and approved by CITY. Any such fee increase shall not be retroactive to prior issued building permits.

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

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

4.23 (Intentionally Deleted; Capital Improvements Plan and Infrastructure Studies completed.)

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

4.25 Affordable Housing Fund. The OWNER shall pay a one-time fee of $50,000 to the Redevelopment Agency Affordable Housing fund. The fund is to allow the Redevelopment Agency to assist with affordable housing within the City of Woodland. Payment shall be made to the City of Woodland prior to approval of the First Final Map.

4.26 Public Art OWNER shall incorporate at least one public art feature from a commissioned artist, selected by OWNER. The maximum dollar amount to be paid to such artist shall be $42,000 for the entire Property. Public art can be incorporated into the subdivision amenities or into one of the SLSP Landmark/Monumentation entryway features, where required. This artwork is intended to be in addition to other required subdivision features (i.e. neighborhood entry features and roundabouts features). The theme and conceptual design of public art feature(s) shall be approved by the Planning Commission. Payment shall be made, or

the artwork shall be commissioned, prior to filing of the Final Map.

4.18 Challenge of Subsequently Adopted Plans and Studies. Notwithstanding the foregoing or anything to the contrary herein, nothing in this Section 4 that provides for a fee, charge, assessment or other exaction to be adopted or amended subsequent to the Effective Date of this Agreement, or provides for the amount of such fee, charge, assessment or other exaction to be determined based on a study prepared or adopted subsequent to the Effective Date of this Agreement, shall be construed to limit the right of OWNER to oppose, protest or challenge any such adoption or amendment of such fee, charge, assessment or other exaction, including but not limited to the right of OWNER to challenge the adoption or amendment of any nexus study or other financing plan imposing or increasing such fee, charge, assessment or other exaction.

4.19 Conditions of Approval. OWNER shall be subject to those tentative map conditions of approval as set forth in Exhibit herein. The conditions of approval for the tentative map set forth in Exhibit shall be incorporated into this Agreement by this reference and vested hereby.

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

6. REVIEW FOR COMPLIANCE.

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

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

6.3 Procedure.

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

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

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

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

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

(a) The time and place of the hearing;

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

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

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

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER

stating that after the most recent Periodic or Special Review and based upon the information known or made known to the City Manager and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

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

7. [RESERVED]

8. DEFAULT AND REMEDIES.

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

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

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

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

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

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

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

(b) Due to the size, nature and scope of the project, it may not be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun. After such implementation, OWNER may be foreclosed from other choices it may have had to utilize the Property or portions thereof. OWNER has invested significant time and resources and performed extensive planning and processing of the Project in agreeing to the

terms of this Agreement and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate OWNER for such efforts.

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

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

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

9. THIRD PARTY LITIGATION.

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

CITY shall have no liability in damages under this Agreement for any failure of CITY to perform under this Agreement or the inability of OWNER to develop the Property as contemplated by the Development Plan of this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, or portions thereof, are invalid or inadequate or not in compliance with law.

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

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

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

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

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

10. MORTGAGEE PROTECTION.

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

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

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

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

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

11. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

11.8 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the

party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

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

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

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

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

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

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

11.15 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or

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

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

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

CITY:

THE CITY OF WOODLAND
A Municipal Corporation

By: _____
DAVID FLORY, Mayor

Attest:

_____
SUE VANNUCCI, City Clerk

Approved as to Form:

BEST, BEST & KRIEGER, LLP

By: _____
ANN M. SIPRELLE

OWNER:

REYNEN & BARDIS COMMUNITIES

By: _____
Michael Winn, Representative

State of California)
) ss.
County of ~~Yolo~~)
Sacramento

On March 12, 2007 before me, Louise Dutton, Notary Public, personally appeared Michael J. Winn, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

LOUISE DUTTON
COMM. # 1554826
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
COMM. EXP. FEB. 25, 2009

Louise Dutton
NOTARY PUBLIC

State of California)
) ss.
County of Yolo)

On March 15, 2007 before me, Ana B. Gonzalez, Notary Public, personally appeared David Flory, personally known to me or proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

ANA B. GONZALEZ
Commission # 1650163
Notary Public - California
Yolo County
Expires Apr 6, 2010

A. B. Gonzalez
NOTARY PUBLIC

ANA B. GONZALEZ
Commission # 1650163
Notary Public - California
Yolo County
My Comm. Expires Apr 6, 2010

SACRAMENTO\AMS\12094.1

EXHIBITS ON FILE WITH THE COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
MAP OF PROPERTY AND ITS LOCATION

EXHIBIT C
EXISTING DEVELOPMENT APPROVALS

Resolution No. 4807 Amending the Spring Lake Specific Plan Table 2.4
Rezoning Ordinance No. 1477
Vesting Tentative Subdivision Map No. 4805
Conditions of Approval (Reynen & Bardis Project) Approved 3/6, 2007

EXHIBIT D
EXISTING LAND USE REGULATIONS

Spring Lake Specific Plan (Adopted December 18, 2001 Resolution No. 4330 and Amended November 19, 2002 Resolution No. 4399 and December 12, 2002 Resolution No. 4406)
Spring Lake Specific Plan Design Standards (Adopted May 20, 2003- Resolution No. 4433)
Spring Lake Specific Plan Affordable Housing Plan (Adopted May 20, 2003- Resolution No.4438)
Spring Lake Specific Plan Agricultural Land Mitigation Program (Adopted February 18, 2003 Resolution No. 4421 and Amended November 18, 2003 Resolution No.4492)

EXHIBIT E
LEGAL DESCRIPTION OF AGRICULTURAL CONSERVATION EASEMENT(S)

EXHIBIT F
MAP OF LOCATION OF AGRICULTURAL CONSERVATION EASEMENT(S)

EXHIBIT G
MEMORANDUM OF AGREEMENT

EXHIBIT H
MAP OF LOCATION OF EASEMENTS AND RIGHTS OF WAY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"

Order No. 306-5078-
UPDATE
Version 6

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF YOLO, CITY OF WOODLAND, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E.,M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION DISTANT NORTH 88 DEGREES 46' WEST 264.00 FEET FROM AN IRON MONUMENT MARKING THE SOUTHEAST CORNER THEREOF, AS SHOWN ON THE MAP FILED IN BOOK 3 OF MAPS AND SURVEYS, AT PAGE 17, AND ALSO SHOWN ON THE MAP FILED IN BOOK 9 OF MAPS AND SURVEYS, AT PAGE 20, YOLO COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING ALONG SAID SOUTH LINE NORTH 88 DEGREES 46' WEST 1246.09 FEET; THENCE NORTH 0 DEGREES 27' 50"EAST 208.71 FEET; THENCE NORTH 88 DEGREES 46' WEST, 1003.55 FEET TO A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101; THENCE ALONG SAID WEST LINE OF COUNTY ROAD NORTH 0 DEGREES 27' 50" EAST 396.80 FEET; THENCE SOUTH 88 DEGREES 46" EAST 2610.81 FEET TO THE POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 3; THENCE ALONG SAID LAST MENTIONED QUARTER SECTION LINE SOUTH 1 DEGREES 08' 34" WEST 440.45 FEET; THENCE NORTH 88 DEGREES 46' WEST 264.00 FEET; THENCE SOUTH 1 DEGREES 08' 34" WEST 165.00 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: A PORTION OF 042-010-18

PARCEL TWO:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E., M.D.B. &M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION SAID POINT BEING THE INTERSECTION OF THE SAID SOUTH LINE WITH THE EAST LINE OF THE COUNTY ROAD RUNNING NORTH AND SOUTH THROUGH SAID QUARTER SECTION; RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID COUNTY ROAD, 208.71 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 1043.55 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID COUNTY ROAD, 208.71 FEET TO A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION; THENCE WEST ALONG SAID SOUTH LINE, 1043.55 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: A PORTION OF 042-010-18

PARCEL THREE:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 2 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, MARKED BY A 1-1/2"

EXHIBIT "A"
LEGAL DESCRIPTION continued

IRON PIPE, THENCE ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 3, NORTH 01 DEGREES 02'06" WEST, 1,424.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID LINE, NORTH 01 DEGREES 02'05" EAST, 428.63 FEET; THENCE LEAVING SAID EAST LINE, NORTH 88 DEGREES 49'15" WEST, 164.89 FEET; THENCE NORTH 00 DEGREES 59'32" EAST, 25.82 FEET; THENCE NORTH 88 DEGREES 51'32" WEST, 2,213.70 FEET; THENCE NORTH 00 DEGREES 21'43" EAST, 230.72 FEET; THENCE NORTH 85 DEGREES 48'29" WEST, 248.05 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 101 AS SHOWN ON SAID MAP; THENCE ON SAID WEST LINE, SOUTH 00 DEGREES 21'30" WEST, 699.13 FEET; THENCE SOUTH 88 DEGREES 52'20" EAST, 2,620.74 FEET TO THE POINT OF BEGINNING.

FURTHER DESCRIBED AS RESULTANT PARLIN PROPERTY ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 9, 2005, INSTRUMENT NO. 2005-0056195, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: 042-010-75, FORMERLY A PORTION OF 042-010-17

PARCEL FOUR:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E., M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 THAT BEARS NORTH 1 DEGREES 08'34" EAST, 1015.18 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 3, AS SAID QUARTER CORNER IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 9 OF MAPS AND SURVEYS, PAGE 20, YOLO COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING, NORTH 88 DEGREES 46'00" WEST, 2615.06 FEET TO A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101; THENCE ALONG THE WEST LINE OF SAID COUNTY ROAD, NORTH 0 DEGREES 27'50" EAST 409.00 FEET; THENCE LEAVING SAID COUNTY ROAD, SOUTH 88 DEGREES 46'00" EAST 2620.51 FEET TO THE EASTLINE OF THE SOUTHWEST QUARTER OF SECTION 3; THENCE ALONG SAID EAST LINE, SOUTH 1 DEGREES 08'34" WEST 408.06 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 042-010-76, FORMERLY A PORTION OF 042-010-17

PARCEL FIVE:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R.2 E., M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101 AS SHOWN ON THE RECORD OF SURVEY OF THE BEN C. HOLLMAN EST. LANDS, FILED JULY 27, 1962 IN BOOK 9 OF MAPS AND SURVEYS, AT PAGE 20, YOLO COUNTY RECORDS; SAID POINT BEING DISTANT SOUTH 88 DEGREES, 46' EAST 63.63 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE FROM SAID POINT OF BEGINNING, NORTH 0 DEGREES, 27' 50" EAST ALONG THE WEST LINE OF SAID COUNTY ROAD 101, A DISTANCE OF 208.71 FEET; THENCE SOUTH 88 DEGREES, 46' EAST, 50.00 FEET TO THE EAST LINE OF SAID COUNTY ROAD NO. 101; THENCE ALONG SAID EASTLINE, SOUTH 0 DEGREES, 27' 50" WEST, 208.71 FEET TO THE SOUTH LINE OF SAID SECTION 3; THENCE ALONG THE SOUTH LINE OF SAID SECTION 3, NORTH 88 DEGREES, 46' WEST 50.00 FEET TO THE POINT OF

EXHIBIT "A"
LEGAL DESCRIPTION continued

BEGINNING.

ASSESSOR'S PARCEL NUMBER: A PORTION OF 042-010-18

PARCEL SIX:

ALL RIGHT, TITLE AND INTEREST IN AND TO A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E., M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OFSAID SECTION 3, THAT BEARS NORTH 1 DEGREE 08' 34" EAST, 1015.18 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 3, AS SAID QUARTER CORNER IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 9 OF MAPS AND SURVEYS, AT PAGE 20, YOLO COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING, SOUTH 1 DEGREE 08' 34" WEST, ALONG SAID EAST LINE, A DISTANCE OF 409.73 FEET TO THE NORTHEAST CORNER OF PROPERTY CONVEYED TO VIVIAN C. HUTTMAN, BY DEED DATED SEPTEMBER 10, 1962, RECORDED JANUARY 2, 1963 IN BOOK 698 OF OFFICIAL RECORDS AT PAGE 516; THENCE ALONG THE NORTH LINE OF SAID HUTTMAN PROPERTY, NORTH 88 DEGREE 46'00" WEST, 2610.81 FEET TO A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101; THENCE ALONG THE WEST LINE OF COUNTY ROAD NO. 101, NORTH 0 DEGREES 27' 50" EAST, 428.77 FEET; THENCE LEAVING SAID COUNTY ROAD, SOUTH 88 DEGREES 46' 00" EAST 2615.66 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 042-010-08

EXHIBIT B

MAP OF PROPERTY AND ITS LOCATION

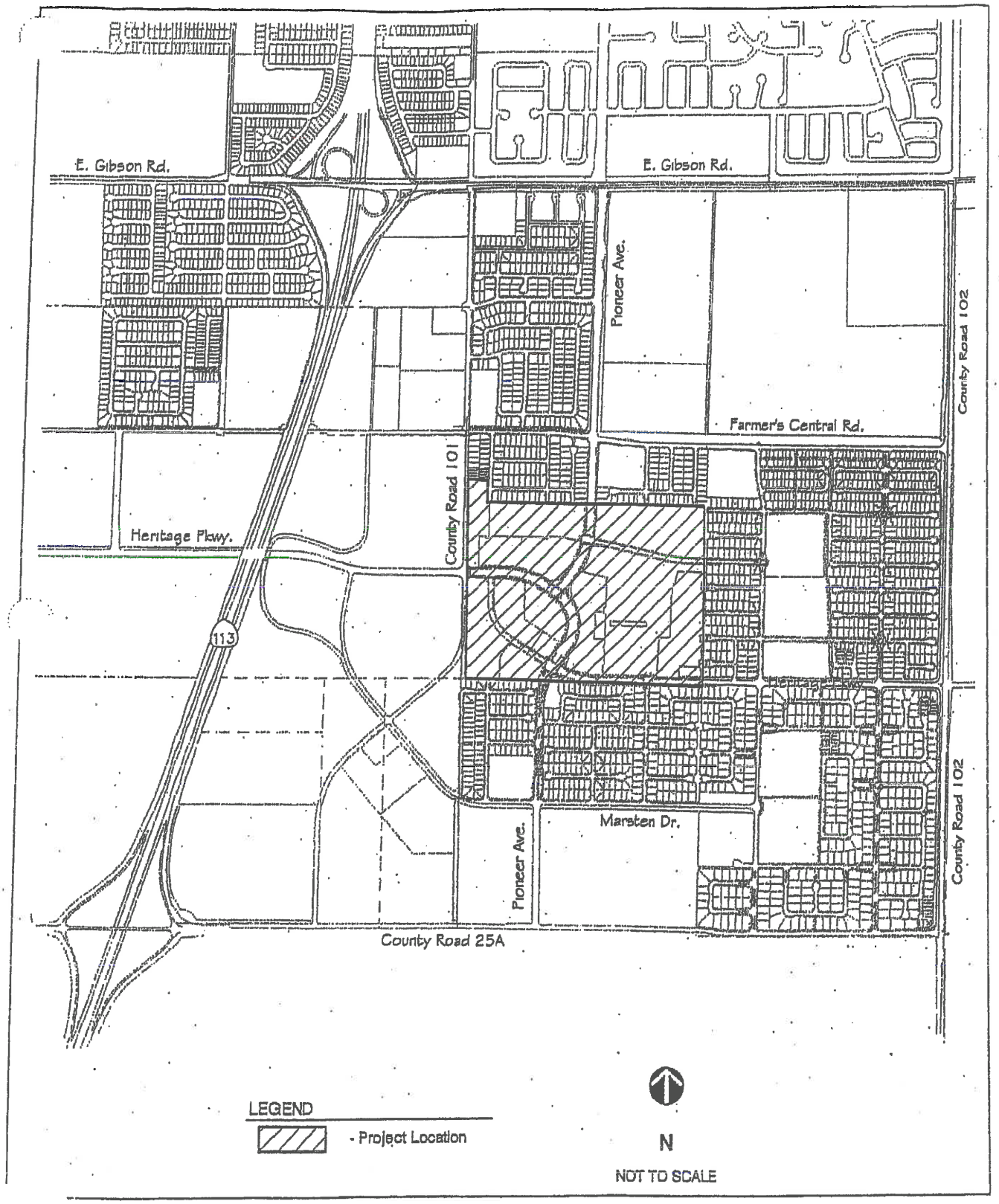

E. Gibson Rd.
E. Gibson Rd.
Pioneer Ave.
County Road 102
Farmer's Central Rd.
County Road 101
Heritage Pkwy.
113
Marsten Dr.
Pioneer Ave.
County Road 102
County Road 25A
LEGEND
- Project Location
N
NOT TO SCALE

EXHIBIT "B"

Map of Property and Location
Page 2 of 2

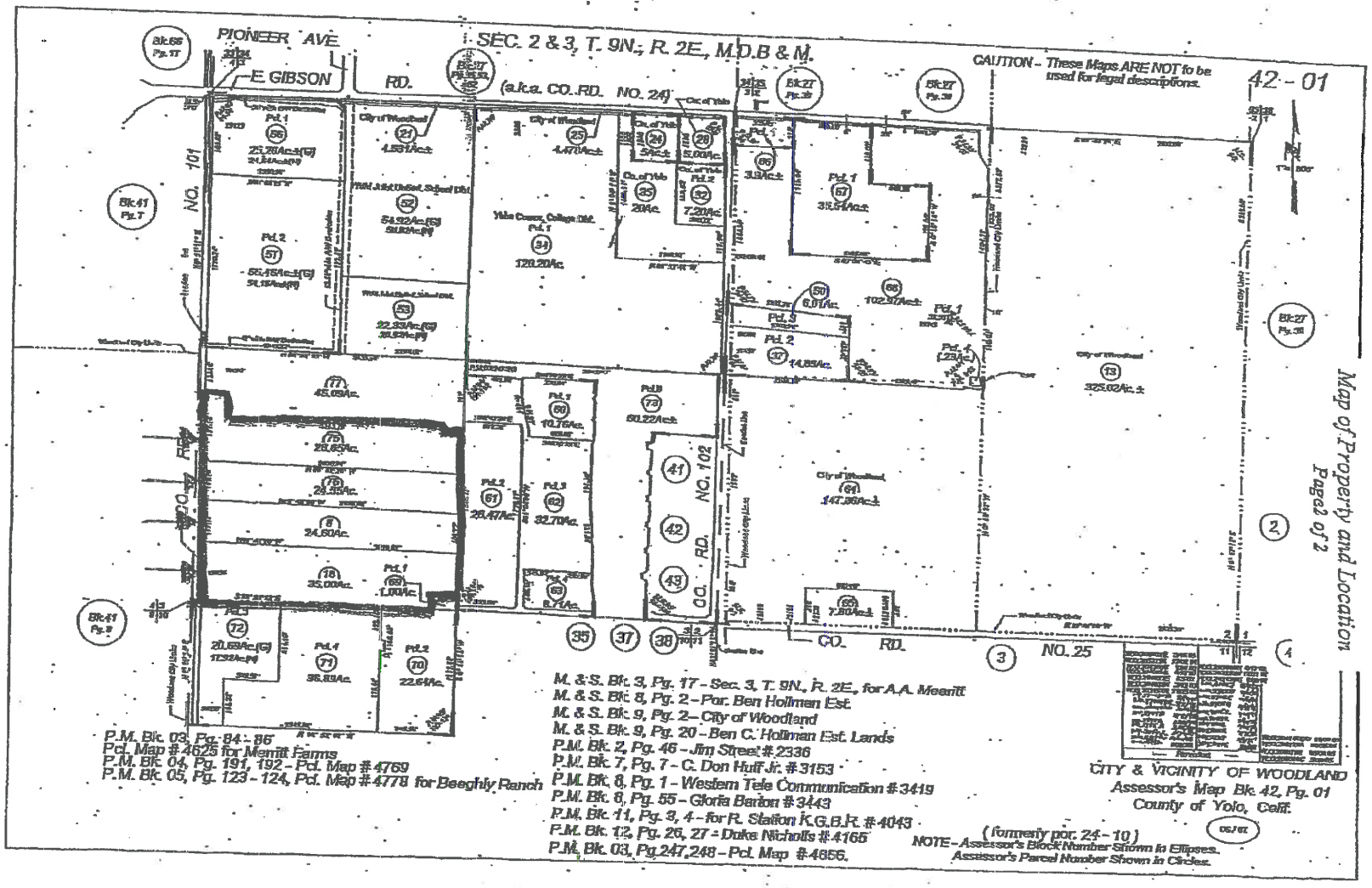


EXHIBIT C

EXISTING DEVELOPMENT APPROVALS

Resolution No. 4807 Amending the Spring Lake Specific Plan Table 2.4
Rezoning Ordinance No. 1477
Vesting Tentative Subdivision Map No. 4805
Conditions of Approval (Reynen & Bardis Project) Approved 3/6, 2007

RESOLUTION NO. 4807

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND AMENDING THE SPRING LAKE SPECIFIC PLAN LAND USE DESIGNATIONS AND THE SPRING LAKE SPECIFIC PLAN TABLE 2.4 FOR THE REYNEN & BARDIS SPRING LAKE CENTRAL PROJECT

WHEREAS, the City of Woodland ("City") is proposing to take action to amend the Spring Lake Specific Plan Land Use Designations and the Spring Lake Specific Plan Table 2.4 for the Reynen & Bardis Spring Lake Central Project; and,

WHEREAS, the City is proposing to take action to adopt the Specific Plan Amendment, including the re-designation and rezoning of properties identified as the Spring Lake Central Project shown on Vesting Tentative Subdivision Map No. 4805.

WHEREAS, the City of Woodland Planning Commission held duly noticed public hearings on January 18, 2007 and February 1, 2007, to receive public testimony; and,

WHEREAS, the City of Woodland City Council held a duly notice public hearing on February 27, 2007 to receive public testimony, consider the Planning Commission's recommendations, and take action on the Spring Lake Central project; and,

WHEREAS, the City of Woodland City Council, based on oral testimony and documentary evidence submitted during the public hearing, and amending the conditions of approval, now finds it proper to amend the Spring Lake Specific Plan; and,

WHEREAS, the City of Woodland has taken action to approve all entitlements necessary for implementation of the Spring Lake Specific Plan Amendment and Rezone for the Spring Lake Central Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Woodland ordains AS FOLLOWS:

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 Certifies that its members have reviewed and considered the information in the Addendum EIR and find the document to be adequate, complete and in full compliance with the California Environmental Quality Act (CEQA) as set forth in the CEQA Guidelines; and,

4. The City Council hereby amends the Spring Lake Specific Plan for the Spring Lake Central

Project.

This Resolution shall take effect and be in force thirty (30) days after its passage, and prior to expiration of fifteen (15) days after its passage thereof, shall be published by title and summary only in the Daily Democrat together with the names of members of the City Council voting for and against the same.

PASSED AND ADOPTED by the City Council this 27th day of February 2007, by the following vote:

AYES: Council Members Davies, Marble, Monroe, FLory

NOES: Council Member Pimentel

ABSENT: None

ABSTAIN: None

David Flory, Mayor

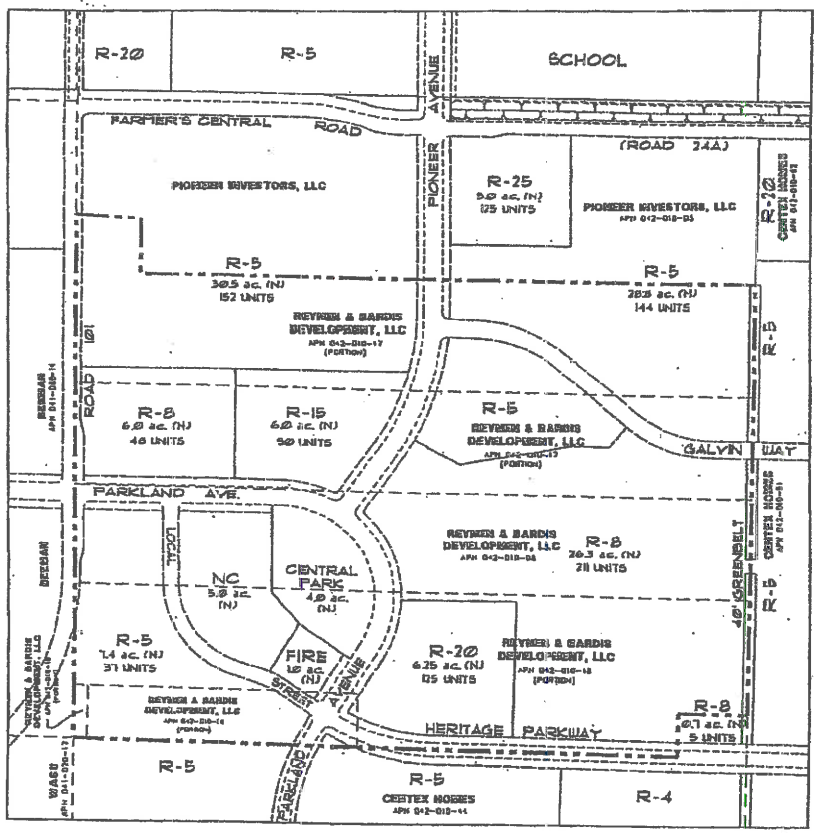
Attest:

By: Sue Vanucci
Sue Vanucci, City Clerk

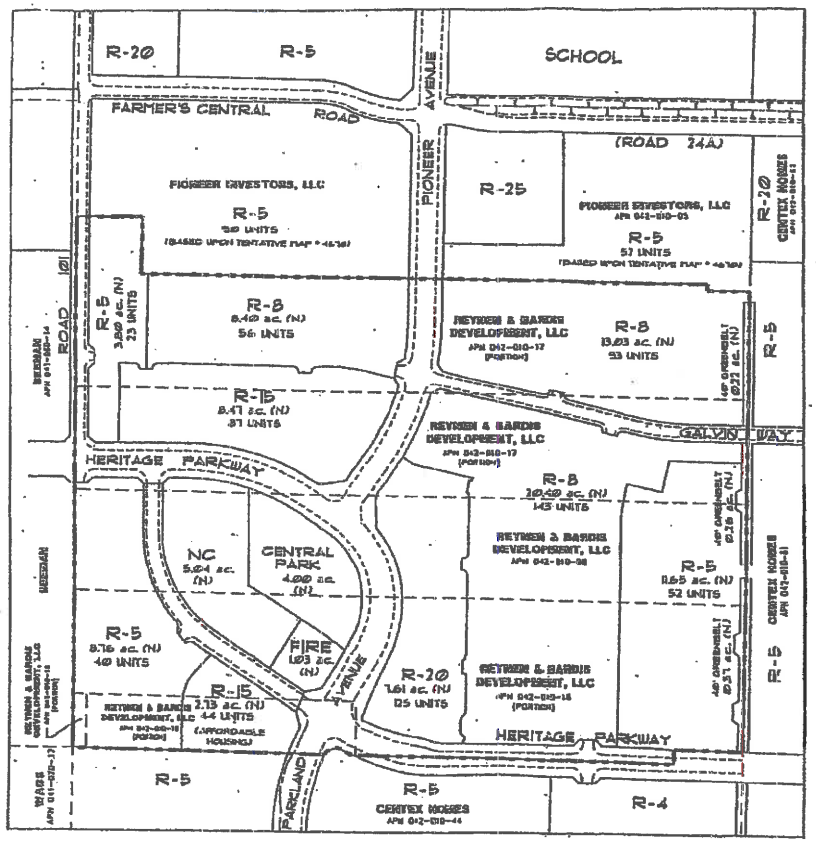
Approved as to Form:

By: Ann M. Siprelle
Ann Siprelle, City Attorney

Exhibit "1" – Spring Lake Specific Plan Amendment Comparison Exhibit
Exhibit "2" – Reynen & Bardis Spring Lake Specific Plan Table 2.4 Amendments



EXISTING SPECIFIC PLAN



PROPOSED SPECIFIC PLAN

LAND USE SUMMARY

		EXISTING LAND USE		PROPOSED LAND USE		DIFFERENCE	
		AREA	UNITS	AREA	UNITS	AREA	UNITS
R-20	MULTI-FAMILY RESIDENTIAL (18-20 du/ac)	6.25 ac.	125	7.61 ac.	125	1.36 ac.	0
R-15	MULTI-FAMILY RESIDENTIAL (10-15 du/ac)	6.00 ac.	90	8.47 ac.	87	2.47 ac.	(3)
R-15	MULT- FAMILY RESIDENTIAL, AFFORDABLE (10-15 du/ac)	0.00 ac.	0	2.13 ac.	44	2.13 ac.	44
R-8	SINGLE FAMILY RESIDENTIAL (8 du/ac)	32.30 ac.	258	41.83 ac.	292	9.53 ac.	34
R-5	SINGLE FAMILY RESIDENTIAL (5 du/ac)	37.00 ac.*	185*	24.21 ac.	15	(12.79 ac.)	(170)
PARK	CENTRAL PARK	4.00 ac.		4.00 ac.		0.00 ac.	
GREENBELT	GREENBELTS	0.80 ac.		0.85 ac.		0.05 ac.	
NC	NEIGHBORHOOD COMMERCIAL	5.00 ac.		5.04 ac.		0.04 ac.	
FIRE	FIRE STATION	1.00 ac.		1.03 ac.		0.03 ac.	
			658		663		5

* APPROXIMATE ONLY

SPRING LAKE SPECIFIC PLAN
AMENDMENT COMPARISON EXHIBIT
SPRING LAKE CENTRAL
CITY OF WOODLAND CALIFORNIA

SCALE 1" = 400'

DATE: 01/02/07

SHEET 1 OF 1

Project No: 843.06

EXHIBIT 1

Exhibit 2

TABLE 2.4	SPRING LAKE SPECIFIC PLAN Area Requirements for Lots (units = feet)							
Specific Plan Land Use Category (Density)	Front Setback[10] Minimum from House/Garage	Front Setback Maximum from House	Side Setback[16] Interior[11]/Street	Rear Yard[11]	Front Setback from Porch[14]	Minimum Lot Width	Maximum Height	Block Length[9,12]
RESIDENTIAL – DETACHED								
R-3 (1-3 du/ac)	20/22	None	5-10[16]/15[22]	25	15	70	35	±400 to 600 desirable; 980 maximum.
R-4 (>3-4 du/ac)	17/22	22	5/15	20	10	65	35	±400 to 600 desirable; 910 maximum
R-5 (>4-5 du/ac)	15/22	22	5/10[8]	20[17]	9	50 min[19]	35	±400 to 600 desirable; 840 maximum
R-8 (6-8 du/ac)	12/20	20	5/10[8]	15[18]	7	40 min[20]	35	±400 desirable; 600 maximum
R-15 (10-15 du/ac)	10/20	15	5/10	10	10	35	35[24]	±400 desirable; 500 maximum
R-20 (4816-20 du/ac) R-25 (23-25 du/ac)	6/6	10	3.5[1]/10	10	6	28	35[24]	400 maximum
RESIDENTIAL – ATTACHED[13]								
R-8[2]	15/20	20	5[3]/10	20	7	35	35	±400 desirable; 600 maximum
R-15	10/20	15[7]	5[3]/10	20	10	35[21]	35[24]	±400 desirable; 500 maximum
R-20 and R-25	10/20	25[7]	5[3]/10	2010[25]	10	26[26]	35[24]	400 maximum
RESIDENTIAL – ADJACENT TO GREEN SPACES[22]								
Greenbelt Trails	-	-	10	-	-	-	-	-
Other Green Spaces	-	-	15	-	-	-	-	-
NON-RESIDENTIAL								
NC	0[5]	10	0[4]/0[6]	0[4]	n/a	25	40	±400 desirable; 500 maximum.
P/QP	0[5]	10	0[4]/0[6]	0[4]	n/a	25	40	-

RESIDENTIAL – SECOND UNITS (DETACHED)

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

ATTACHED/SEMI-ATTACHED GARAGES[22]

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

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

Revised: February 27, 2007

CONDITIONS TO THE REYNAN AND BARDIS DEVELOPMENT AGREEMENT
PRESENTED VIA PUBLIC HEARING AT THE FEBRUARY 27, 2007 COUNCIL MEETING

1. proper fencing or barricade be added to the park to minimize the ability of children to run freely into the street.

2. the park development be undertaken by no later than the issuance of the permit for the 100th unit.

3. the signal at the southern area intersection be undertaken by the issuance of the 100th building permit. The City's traffic engineer will look at additional traffic calming features such as lighted crosswalks or pedestrian actuated crosswalks or other bulb out features that will enhance pedestrian safety.

4. amend the condition #44 in relation to parking at the park so that the parking be provided when the park goes in regardless of the timing of the commercial development.

Motion to include above conditions.

ORDINANCE NO. 1477

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF WOODLAND FOR A 113-ACRE PARCEL (REYNEN & BARDIS SPRING LAKE CENTRAL) LOCATED AT THE NORTHWEST INTERSECTION OF FARMERS CENTRAL ROAD AND PIONEER AVENUE

The City Council of the City of Woodland does ordain as follow:

Section 1: Amendment of Ordinance No. 1024

Ordinance No. 1024 as it may be amended to date is hereby amended by rezoning certain property located 700 feet south of the intersection of Farmers Central Road and Pioneer Avenue, as shown on the attached exhibit to rezone. The Reynen & Bardis property is located within the Spring Lake Specific Plan (SLSP) area prezoned for development (Ordinance No. 1346). Specifically the property is rezoned to ±66.04 acres of R-1 (6-15 du/ac), ±18.81 acres of R-M (11-29 du/ac), ±5.04 acres of C-1, ±1.03 acres of P/QP and ±4.85 acres of O-S. 2.73 acres of the R-M Zone will be reserved as Affordable Housing.

Section 2: Severability:

Each section and each provision or requirement of any section of this Ordinance shall be considered separable and the invalidity of any portion of this Ordinance shall not affect the validity or enforceability of any other portion.

Section 3: Taking Effect:

This Ordinance shall take effect thirty (30) days after its passage and shall be published as required by law.

PASSED AND ADOPTED THIS 6th DAY March, 2007, by the following vote:

AYES: Council Members Davies, Marble, Monroe, Flory
NOES: Council Member Pimentel
ABSENT: None
ABSTAINING: None

David Flory, Mayor

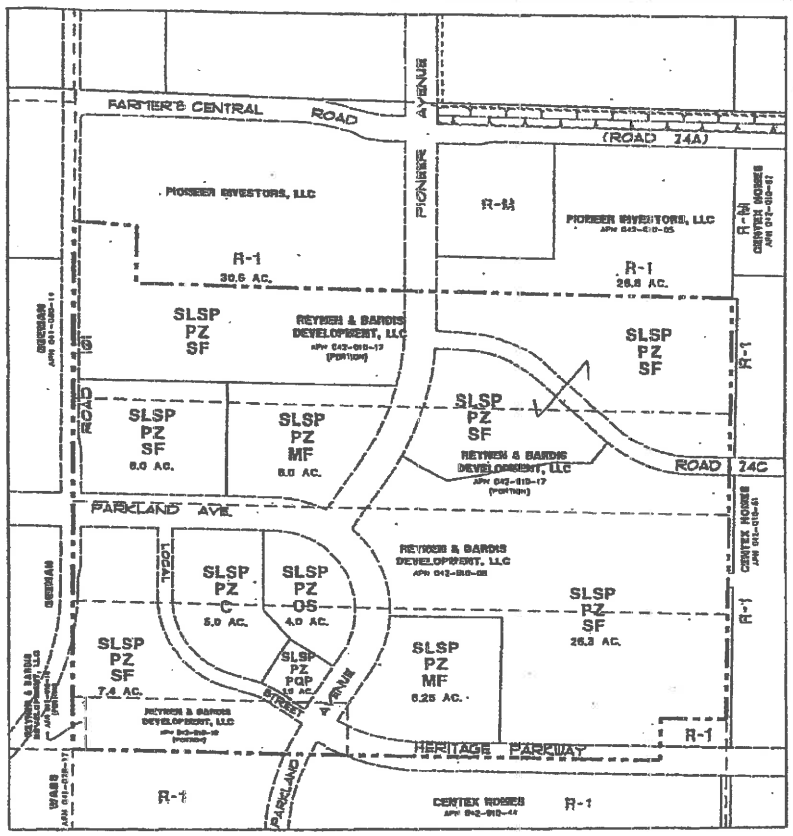
Attest:

By: Sue Vanucci
Sue Vanucci, City Clerk

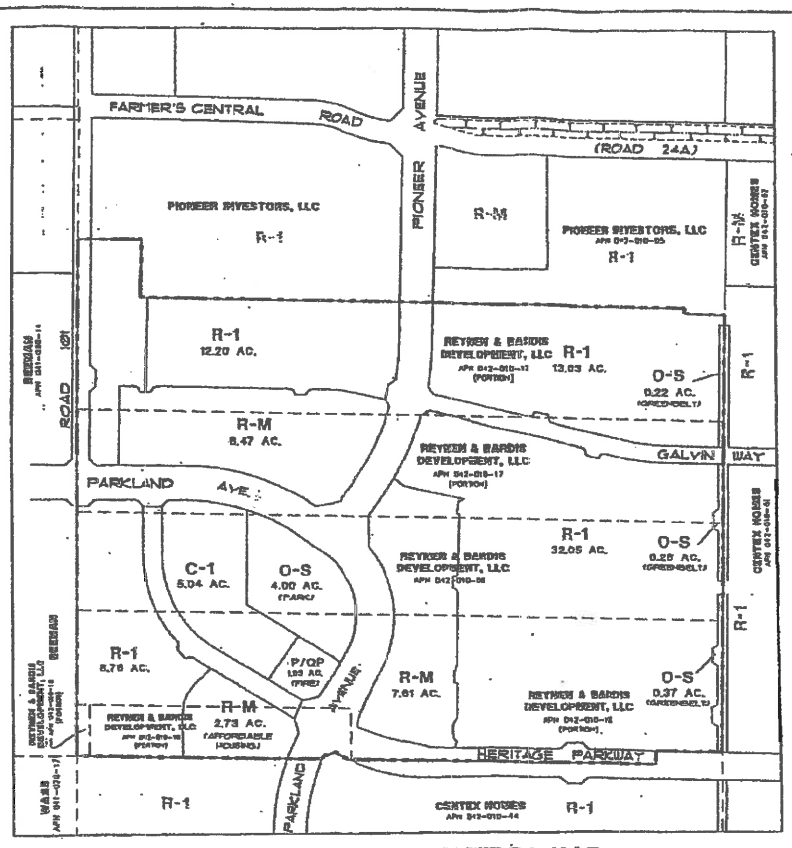
Approved as to Form:

By: Ann M. Siprelle
Ann Siprelle, City Attorney

Attached - Spring Lake Specific Plan Amendment Comparison Exhibit



EXISTING PREZONING



PROPOSED REZONING

ZONING SUMMARY - RUSSELL RANCH

EXISTING PREZONE	AREA	PROPOSED REZONE	AREA
SLSP-PZ-SF - SINGLE FAMILY RES.	76.7 AC.	R-1	66.04 AC.
SLSP-PZ-MF - MULTI-FAMILY RES.	12.25 AC.	R-M	16.08 AC.
SLSP-PZ-MF - AFFD. HOUSING	0.0 AC.	R-M	2.73 AC.
SLSP-PZ-C - COMMERCIAL	5.0 AC.	C-1	5.04 AC.
SLSP-PZ-PQP - FIRE STATION	1.0 AC.	P/QP	1.03 AC.
SLSP-PZ-OS - PARKS / GREENBELTS	4.0 AC.	O-S	4.85 AC.

1" = 400'

SPRING LAKE SPECIFIC PLAN
REZONE EXHIBIT
SPRING LAKE CENTRAL
CITY OF WOODLAND
CALIFORNIA

DATE: 01/02/07

SHEET 1 / 1

GENERAL NOTES

OWNER / DEVELOPER:
[illegible]

CIVIL ENGINEER:
[illegible]

ASSESSORS PARCEL No:
[illegible]

AREA:
[illegible]

EXISTING ZONING:
[illegible]

PROPOSED ZONING:
[illegible]

FLOOD ZONE DESIGNATION:
[illegible]

DOMESTIC WATER, SANITARY SEWER AND DRAINAGE:
CITY OF WOODLAND

ELECTRICITY & GAS:
PG&E

CABLE TELEVISION:
[illegible]

NOTES:
[illegible]

LINE TABLE

LINE	LENGTH	BEARING
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

LEGEND
- PHASE LINE
- LAND USE DELINEATION
- WOODLAND CITY LIMITS
- TENTATIVE MAP BOUNDARY
- TIE TO SECTION OR ¼ SECTION
- EXISTING PARCEL BOUNDARY
- PROPOSED RIGHT OF WAY

PROJECT PHASING

- [illegible]

TURN LANES

- [illegible]

BUS STOPS AND TURNOUTS

- [illegible]

SECOND UNITS

- [illegible]

LOT SIZES

- [illegible]

AFFORDABLE HOUSING UNITS

- [illegible]
- [illegible]
- [illegible]

SUBDIVISION NO. 4805

LAND USE SUMMARY

USE	AREA (NET)	AREA (GROSS)	# UNITS	DENSITY
R-13 AFFORDABLE HOUSING SITE (Lot O)	2.73 AC.	2.73 AC.	44 *	16.12 du/ac
R-5 (includes subdivision trail corridors & lot line adjustments)		24.21 AC.	115	4.75 du/ac
R-6 (includes subdivision trail corridors)		41.63 AC.	292	6.84 du/ac
R-13		6.47 AC.	87	13.37 du/ac
R-25		7.41 AC.	125	16.43 du/ac
CENTRAL PARK	4.80 AC.	4.80 AC.		
GREEN BELTS	0.85 AC.	0.85 AC.		
FIRE STATION	1.03 AC.	1.03 AC.		
NEIGHBORHOOD COMMERCIAL	5.04 AC.	5.04 AC.		
COLLECTOR & ARTERIAL STREETS		17.51 AC.		
TOTALS:		113.67 AC.	663	

* [illegible]

LAND USE COMPARISON CHART

USE	SPECIFIC PLAN AREA	SPECIFIC PLAN # UNITS	DENSITY PERMITTED (BASED ON ACTUAL ACREAGE)	PROPOSED TENTATIVE SUBDIVISION MAP AREA	PROPOSED TENTATIVE SUBDIVISION MAP # UNITS
R-4	37.80 AC.**	185 **	24.21 AC. x 5 = 121 LOTS	24.21 AC.	115
R-6	22.30 AC.	268	41.63 AC. x 8 = 334 LOTS	41.63 AC.	292
R-12	5.50 AC.	55	6.47 AC. x 13 = 84 UNITS	6.47 AC.	87
R-25	6.25 AC.	125	7.41 AC. x 18 = 137 UNITS	7.41 AC.	125
AFFORDABLE HSG SITE	5.5 AC.	0	DENSITY UNDETERMINED	2.73 AC.	44 *
TOTALS:		633			663

** APPROXIMATE

INTERSECTION CURB RADII TABLE

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

SHEET INDEX

TITLE SHEET (OVERALL STREET & LOTTING PLAN)	1
MULTI-FAMILY STREET AND LOTTING PLAN	2
GRADING AND DRAINAGE PLAN	3
WATER & SEWER PLAN	4
SECTIONS AND DETAILS	5

PUBLIC / QUASI PUBLIC LOT SUMMARY

LOTS I, J, K	GREENBELTS
LOT R	COMMERCIAL
LOT Q	PARKS
LOTS C, E, F, G, H, M, S, U, V	SUBDIVISION TRAIL CORRIDORS

VICINITY MAP
N.T.S.

SPRING LAKE CENTRAL - VESTING TENTATIVE SUBDIVISION MAP - REYNEN & BARDIS (SPRING LAKE) LP

OVERALL STREET AND LOTTING PLAN

CITY OF WOODLAND CALIFORNIA

SCALE 1" = 100'

SHEET 1 OF 5

FINDINGS AND CONDITIONS OF APPROVAL FOR THE REYNEN & BARDIS – SPRING LAKE CENTRAL PROJECT (As approved by the Woodland City Council at the February 27, 2007, public hearing).

A. CEQA Findings:

1. On August 15, 2000, the City Council Certified the Turn of the Century FEIR (SCH #99022069; Resolution No. 4215 adopted August 15, 2000).

2. The City Council subsequently adopted the following CEQA Addendums to the Turn of the Century EIR: a) Addendum #1 (Resolution No. 4330 adopted December 18, 2001) for the purposes of approval of the final SLSP; b) Addendum #2 (Resolution No. 4399 adopted November 19, 2002) for the purposes of amending the Plan to satisfy the Settlement Agreement and to make other staff-initiated errata; c) Addendum #3 (Resolution No. 4406 adopted December 17, 2002) for the purposes of amending the Plan based on a request from the Spring Lake Planning Group LLC; and d) Addendum #4 (April 15, 2003) for the purposes of the Williamson Act Rescission Agreement for the Russell Property.

3. 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. The proposed Addendum attached herewith provides an analysis of the proposed changes contemplated with the proposed Reynen & Bardis project in comparison with the Certified EIR for the Spring Lake Specific Plan.

4. Section 15164 of the California Environmental Quality Act (CEQA) provides that the Lead Agency shall prepare an Addendum to a previously Certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

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

   a) Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
   b) Substantial changes occur with respect to the circumstances under which the project is undertaken, which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or,
   c) New information of substantial importance, which was not known and could not have been known with the existence of reasonable diligence at the time the previous EIR was Certified as complete, shows the following:
      i.) The project will have one or more significant effects not discussed in the previous EIR;
      ii) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

iii) Mitigation Measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effect of the project, but the project proponents decline to adopt the Mitigation Measure or alternative; or

iv) Mitigation Measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the Mitigation Measures or alternative.

As documented in the Addendum EIR, a substantial increase in the severity of previously identified impacts will not occur as a result of the proposed Specific Plan Amendments.

6. The SLSP requires that each development application include certain project-level and project-specific technical analysis 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.

7. The City of Woodland hereby finds that Addendum EIR and studies prepared for the project provide the substantial evidence demonstrating that the project as conditioned is consistent with the adopted Specific Plan EIR and fulfills all conditions and CEQA Mitigation Measures.

8. Therefore, pursuant to Section 15164 of the CEQA Guidelines, no other CEQA clearance is required for the City to take action to approve this project.

B. General Plan Consistency Findings:

1. The project is consistent with the General Plan.

C. 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 figures and tables in the SLSP.

5. The project is consistent with the SLSP Design Standards and SLSP Affordable Housing Plan.

D. Zoning Consistency Findings:

1. Single Family Residential (R-1) Zoning and Duplex Residential (R-2) Zone are identified on page 2-22 of the Specific Plan as consistent zones for the R-5 and R-8 Specific Plan land use designations.
2. Multiple Family Residential (R-M) Zoning and Duplex Residential (R-2) Zone are identified on page 2-22 of the Specific Plan as consistent zones for the R-15 and R-20 Specific Plan land use designations.
3. Open Space (OS) Zoning is identified on page 2-22 of the Specific Plan as a consistent zone for the OS; Greenbelt Park Specific Plan land use designation.
4. Neighborhood Commercial (C-1) Zoning is identified on page 2-22 of the Specific Plan as a consistent zone for the NC Specific Plan land use designation.
5. Commercial or Industrial Zones with a Conditional Use Permit are identified on page 2-22 of the Specific Plan as a consistent land use for the fire station.
6. The project, as conditioned, meets all applicable regulatory requirements of the Zoning Ordinance.

E. 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.

F. Findings Related to Community Design Standards:

1. The project designs substantially satisfy the requirements of the Community Design Standards.

G. Findings Related to Other Regulatory Requirements:

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

CONDITIONS OF APPROVAL: The following conditions shall be fully satisfied prior to acceptance of Final Map (unless otherwise stated).

A. Miscellaneous Conditions

1. The project shall be substantially (as determined by the City) constructed as depicted on the maps and exhibits included in the February 27, 2007 City Council Staff Report, as approved by City Council, for the Reynen & Bardis Communities project, except as modified by these Conditions of Approval.

2. The applicant shall hold harmless the City, its council members, officers, agents, employees, and representatives from liability for any award, damages, costs, and fees incurred by the city and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of the permit. Applicant further agrees to provide a defense for the City in any such action.

3. 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 the Spring Lake Specific Plan.

4. 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).

5. The applicant must comply with the requirements of the SLSP Nexus Study.

6. 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.

B. Planning Department

1. Privacy walls along the following road frontages shall be constructed: 1) The north side of Heritage Parkway commencing at the eastern corner of map 4805 extending along Heritage Parkway and terminating at "J" Place; and 2) Along both sides of Pioneer Avenue north of the R-15 and R-20 Zoning Boundaries. The design of the walls shall be submitted to the Community Development Director and Public Works Director for approval. This design shall satisfy the requirements of the SLSP Design Standards (Section 6.2.2, Privacy Walls, see photograph and description).

2. Prior to final map approval, the applicant shall submit a site plan, architectural plans and elevations for Lot 'O' to be reviewed and approved by the Planning Commission to ensure consistency with the Land Use Concept described on page 2-1 of the SLSP and SLSP Design Standards.

3. A Lot Line Adjustment application shall be submitted for review and approval for Lot N. Lot N shall be transferred to the adjoining property owner prior to Filing of the Final Map. Verification of the property transfer shall be transmitted to the Community Development Director prior to acceptance of the Final Map.

4. For all residential uses, final site plans, architectural plans and elevations shall be submitted for review and approval by the Planning Commission to ensure consistency with the Land Use Concept described on page 2-1 of the SLSP and the SLSP Design Standards.

5. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the applicant shall establish neighborhood entry features at the following locations:
   1) Parkland Avenue & Heritage Parkway (Land Mark Entryway feature)
   2) Heritage Parkway & M Drive
   3) County Road 101 and Heritage Parkway
   4) Additional location(s), as directed by the Community Development Director, if necessary.

   A design specification for these features shall be prepared for approval by the Community Development Director and Public Works Director. Prior to acceptance of the Final Map, the applicant shall be required to submit a design theme for all entry features. The design theme shall be consistent with the SLSP Design Standards and to the satisfaction of the Community Development Director.

6. The Off-Site Affordable Housing Fee shall be paid for each single-family market rate unit.

7. Prior to the City approving the applicant's Final Map, the applicant and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by the City, shall be consistent with all applicable provisions of the SLSP AHP, and shall contain language inclusive of, but not limited to, the checklist on pages 7-10 of the SLSP AHP.

8. With the exception of Lot "O", the size (number of bedrooms) of affordable housing units shall be distributed throughout the subdivision at proportions similar to the market rate units. In other words, if market rate homes in a particular subdivision are developed as 3 and 4 bedroom units, the affordable units shall be developed as 3 and 4 bedroom units as well.

9. The design of affordable units and the materials used in construction of affordable units shall be of an equal standard; however affordable for-sale units may feature different interior amenities than those of market-rate for-sale units.

10. The design of the R&B Spring Lake Central project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan. Prior to approval of the Final Map, in accordance with the noise study prepared for the project dated April 18, 2005, the following shall occur:
    a. Two and three story home building plans for lots adjacent to Parkland Avenue and Pioneer Avenue should be reviewed by a qualified acoustical professional to ensure that noise levels in habitable rooms on the upper floors will comply with the interior noise level standard of 45 dB Ldn.
    b. When lot design and final grading plans become available, they should be reviewed by a qualified acoustical professional to ensure that the site design and grading do not affect the conclusions of the acoustical study.
    c. Air conditioning or other suitable mechanical ventilation should be provided to allow residents to close windows for the desired acoustical isolation.

11. A Home Owner's Association (HOA), or other similar funding mechanism, shall be established for maintenance of all of the common areas for the R-15 and R-20 sites. The establishment of the HOA, funding, and maintenance responsibility shall be to the satisfaction of the Community Development Director. Provisions in the CC&Rs shall be adopted that include at a minimum:
    - Prohibit recreational vehicle and boat parking in the guest parking spaces;
    - Establish requirements that garages shall be utilized for automobile(s) parking at all times;
    - Require guest parking spaces to be used as such by prohibiting long-term parking of vehicles for no more than 72 hours;

    These provisions shall be enforced through mechanisms established in the CC&Rs. Pedestrian public access easements shall be reserved on private open space areas to the satisfaction of the Community Development Director. Any reciprocal yard easements desired by the developer for the R-15 lots shall be administered through the HOA's CC&Rs.

12. Provisions in the CC&Rs for the R-5 and R-8 Developments shall be adopted that prohibit recreational vehicle parking in the front yard longer than 24 hours. This provision shall be enforced through mechanisms established in the CC&Rs.

13. Provisions in the CC&Rs for all residential developments shall be adopted that prohibit garages from being converted to residential use except for a model home sales office.

When the sales office is vacated it must be converted back to a garage. This provision shall be enforced through mechanisms established in the CC&Rs.

14. Deeds for the affordable units shall be restricted to qualified buyers pursuant to the SLSP Affordable Housing Plan. Affordable units shall be constructed at the same time (or earlier) as adjoining market-rate units pursuant to the Spring Lake Specific Plan.

15. Fencing along open space areas or areas adjoining the trail or greenbelt shall meet the Spring Lake Specific Plan Design Standards, Section 2.9.

16. With the exception of the affordable housing and multifamily housing, approval of a Final Map requires that all lots shall have a building unit allocation (BUA) assigned. No Final Map shall be accepted by the City unless BUAs are assigned. Unless otherwise amended or repealed, the subject properties have been assigned 139 BUAs in the 2nd release commencing June 30, 2007, and 287 BUAs in the 3rd release commencing June 30, 2011.

17. 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 offering period, the subdivider shall be required to demonstrate if the required reporting, that the lots were offered at a fair market price. This will entail the provision of an appraisal by a qualified professional appraiser. If appraisal indicates that the offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45 days at a fair market price.

18. In accordance with the Phase I Environmental Site Assessment, any septic system encountered shall be removed in accordance with Yolo County Environmental Health Department Regulations.

19. Bicycle parking for attached units shall be provided at a minimum ratio of 10 percent of the normally required number of vehicular 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. Bicycle parking shall also be located close to, and within direct access to, residential buildings.

20. Where pedestrian circulation crosses vehicular routes, a change in grade, materials, textures or colors shall be provided to emphasize the conflict point and improve its visibility and safety.

21. 42" high masonry/block walls shall be constructed at the property line where residences front along arterials (Parkland Avenue, Pioneer Avenue and Heritage Parkway) in the R-15 and R-20 developments. The walls shall be solid with breaks for wrought iron, tubular steel or similar gates at entryways to residences. The walls shall wrap around at end units or at pedestrian right-of-ways to enclose a courtyard private space for the residences. The wall design, material and color shall be reviewed during Design Review for the residences. If interior property line walls are to be constructed at any time, these walls shall also measure

42" in height and can be constructed of the same solid masonry wall, wrought iron, tubular steel or similar material.

22. In the R-5 Zone, fifty percent (50%) of the corner lots shall be duplexes or half-plexes. There are 18 corner lots in the R-5 Zone. Therefore, at least 9 of these corner lots will require duplexes or half-plexes. Only 7 corner lots are shown with duplexes or half-plexes. Two additional corner lots will require duplexes or half-plexes. The corner duplex/half-plex units may be shifted to mid-block locations, but there may be no more than one duplex or set of half-plexes on one side of any given block.

23. Per Section 4.12 of the Spring Lake Specific Plan, the main intersection of Pioneer Avenue and Parkland Avenue (formerly Parkway Drive) shall have a special intersection feature in conjunction with the traffic signal, such as a statue, fountain, public art sculpture, or four-corner iron archway to reinforce it as a central point in the circulation network and to draw attention to the Spring Lake Center at that location.

24. Parking for the R-15 and R-20 Multiple Family sites shall be at the ratio as stated in the Zoning Ordinance under Article 23, Off-Street Parking & Loading for apartments and multiple family dwellings, which is a minimum of 1.5 parking spaces for each unit plus one guest space for each 5 units. These spaces shall be on-site, distributed throughout the property, and accessible to all units.

    R-20 Development
    The 17 straight-in parking spaces shown on the north property line abutting the R-8 rear yards (along "Private Lane E") shall be removed and replaced with parallel parking spaces with landscaping and screening trees behind to act as a buffer to the R-8 homes. The three parking spaces in the southeast corner of the property (south of Lot 158) shall be removed and landscaped. Also, the three parking spaces on the east side of "Private Lane J" (north of Lot 153) shall be removed and landscaped.

    R-15 Development
    The five parking spaces on the west side of "Private Lane D" shall be removed to provide additional open space area. Some of the parking spaces in the east side of the development along the west side of "Private Lane B" may be removed to the satisfaction of the Community Development Department.

C. SLSP Mitigation Measures:

1. Pursuant to Mitigation Measure 4.5-3(a), thirty (30) days prior to commencement of grading or any site-work, the applicant shall have prepared and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then Mitigation Measures 4.5-3 (b-d) of the Spring Lake Specific Plan Mitigation Monitoring Plan shall be followed. Survey results shall be valid only for the season when construction activity occurs.

2. Where site work results in the discovery of cultural resources (e.g. buried prehistoric or historic finds), work shall halt immediately for a distance of 100 feet from the discovery site, and the project archeologist and Native American Heritage Commission shall be contacted. If any human bone is located, the Yolo County Coroner must also be notified. The mitigation protocol identified in the Mitigation Monitoring Plan shall be implemented (MM 4.10-1).

3. 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 though September 15). This survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that the proposed activity is planned to begin to determine if any nesting birds-of-prey would be affected. Applicant shall also follow the recommendations contained in the Reynen & Bardis Arborist Report dated March 16, 2006 and recommended by the City of Woodland Tree Commission, including the requirement that the developer comply with Section 20A-1-100 of the Spring Lake Specific Plan.

4. Applicant shall comply with Air Quality Management District directives for both off-road and on-road low-emissions heavy duty vehicles and construction equipment during all grading and construction (SLSP page 7-4 [Reg 7.3]).

5. 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.

6. Prior to the commencement of construction on any project, the applicant shall ensure that the construction contractor has established construction recycling measures pursuant to the requirements of the Mitigation Monitoring Plan (MM 4.13-18). These measures shall be submitted to the Planning Department and will be monitored by the Public Works Department.

7. Applicant shall comply with all dust suppression requirements during all grading and constructions activities (SLSP page 7-4 [Reg 7.4]).

8. Off-site improvements must satisfy the requirements of the SLSP and SLSP MM including but not limited to Development Regulation 6.13 and Mitigation Measure 4.5-7.

D. Public Works Department:

GENERAL FINAL MAP AND IMPROVEMENT PLANS

1. The portions of Heritage Parkway and Pioneer Avenue bounding the neighborhood node to the north and east have been renamed Parkland Drive. 'H' Drive has been renamed as the extension of Heritage Parkway. The tentative map should be revised to reflect the new names and all future submittals of maps and/or plans should include old/original designations in parentheses to help eliminate confusion.

2. All maps and plans shall comply with City ordinances and Standard Specifications including coordinated positions and digital submission requirements.

3. The Owner shall prepare improvement plans for any work within the public right-of-way and submit them to the Public Works Department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.

4. Owner shall pay all required fees for processing final maps and improvement plans. Dependent on resources, it may be necessary to outsource public improvement plan review and inspection services. If required at final map and improvement plan submittal, the Owner shall enter into an Advanced Funding Agreement for the payment of fees associated with the processing of plans and inspection of public improvements.

5. Joint trench plans shall be submitted, reviewed and approved prior to approval of improvement plans. City may, at discretion of City Engineer, require joint trench plans to be incorporated into full improvement plan set prior to approval.

6. The City has a franchise agreement with Charter Communications for the provision of cable television to customers. Installation of ATT/SBC facilities (including 52B cabinets) for "Project Litespeed" or a similar program to provide video service requires specific review and approval by the City Attorney's office. Requirements for approval shall be consistent with existing legislation in effect at the time of submittal for facilities.

7. Each parcel in R-5 and R-8 zoning, per City of Woodland Standard Specifications, shall provide 25' of on-street parking per parcel unless otherwise approved by the City Engineer through the design exception process. If Owner is unable to meet this requirement on a parcel-by-parcel basis, a parking analysis demonstrating the requirement is met neighborhood-wide shall be submitted for review and approval of the City Engineer prior to submittal of the first final map.

8. Street names are subject to the approval of Fire, Community Development and Public Works departments. Owner shall submit proposed street names to the Fire Department for City review and approval process. If names are not assigned at the tentative map stage, the final maps and improvement plans shall include names shown on this map in parentheses for clarification purposes.

9. All driveways shall meet design requirements including distance from intersections as outlined in the Engineering Design Standards, City of Woodland Standard Specifications and Details.

10. Final maps with frontage along Heritage Parkway, Pioneer Avenue and Parkland Avenue shall indicate a relinquishment of access rights along those street frontages with the exceptions of Lots "A" and "B" which shall allow for non-vehicular access.

11. Final maps with frontage on public open-space, including greenbelts and parks, shall identify a relinquishment of access rights onto the public open-space.

12. Because map phasing is not clearly identified on the tentative map, Owner shall provide proposed final map boundaries and street layout to the City for review and approval of access and circulation prior to submitting a final map.

13. Prior to approval of a final map Owner shall secure rights-of-way, rights of entry and any permits necessary to construct improvements associated with and required by the conditions of approval and/or the SLSP documents for that final map.

14. Lot "P" shall be shown on tentative and final maps as reserved for a Fire Station. When required by the City, Owner shall enter into a purchase agreement with the City for acquisition of Lot "P".

15. The proposed well location in the neighborhood node shall be reserved and when required by the City Owner shall enter into an agreement with the City to dedicate the site. Owner shall ensure that the site is provided with three-phase power prior to dedication.

16. Except where not possible or practical, right-of-way dedications shall be accomplished by final map.

17. Sufficient right-of-way or easements to accommodate entryway features and/or monuments shall be shown on the final map.

18. The location, placement and screening of large utility facilities to serve the subdivision shall be reviewed and approved by Community Development, Public Works and Parks departments. Placement shall not be in a park or public open space. The Owner shall dedicate an easement(s) of sufficient size and with adequate access to accommodate placement of utility facilities to serve the subdivision.

19. A lot line adjustment and certificate of compliance reflected in a grant deed shall be completed to transfer Lot "N" to the adjacent property owner.

20. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrent with adjacent development. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of acceptance of other public improvements with approval of the Parks, Public Works and Community Development departments, but if waived shall require submittal of a separate security to ensure landscaping completion.

21. Owner shall design and construct the greenbelt along the eastern edge of the property. Landscape improvement plans shall be reviewed, approved and improvements shall be bonded prior to approval of the first final map in Unit 2 and timing of construction shall be

outlined in the subdivision improvement agreement. Owner shall be reimbursed or receive fee credits for eligible land and construction costs per the terms outlined in the SLSP documents. If requested by Owner, the City shall endeavor to collect funding from developers of the TOC 160W property consistent with conditions of the TOC 160W tentative map.

22. The Owner shall be responsible to ensure at least one water sampling station is constructed within the boundary of the tentative map per City of Woodland Standard Specifications. The location and design of the sampling station shall be reviewed and approved by the Public Works Department.

23. Where improvements are to be constructed by Owner which benefit parties other than the Owner, an appropriate reimbursement agreement shall be drafted at the request of the developer and shall be completed prior to final map approval unless developer waives timing requirement. The need for and terms of the reimbursement agreement shall be approved by the City Engineer.

24. Where Owner completes improvements identified in the SLSP documents as eligible for fee credits or reimbursement, Owner shall receive fee credits or be reimbursed per the terms outlined in the SLSP documents.

25. If improvements are constructed and/or installed by a party or parties other than the Owner which benefit Owner's property, prior to approval of a final map on Owner's property which benefits from said improvements, Owner shall pay a proportionate share of the costs of said improvements as determined by the City Engineer.

26. Prior to approval of a final map by City Council, the Owner shall pay all fees due at final map approval.

27. Prior to issuance of each building permit, the Owner shall pay all applicable development impact fees, Spring Lake Infrastructure fees and any other applicable fees identified in the SLSP documents and/or the project development agreement and conditions of approval as due at building permit.

Unit 1 (R-15 and R-20 Sites)

28. The Owner shall enter into a Subdivision Improvement Agreement and provide securities as required by City Municipal Code and the Subdivision Map Act for the construction of infrastructure improvements required by the project as determined by the City Engineer.

29. The Owner shall prepare improvement plans for all infrastructure improvements required by the project and submit them to the Public Works Department for review and approval. All subdivision improvements excepting street geometrics shall conform to current City of Woodland Standard Specifications. All improvements within the public right-of-way shall conform to the current City of Woodland Standard Specifications excepting designs approved by the Specific Plan.

30. Owner shall pay all required fees for processing final maps and plan check and inspection fees for infrastructure improvements. Dependent on resources, it may be necessary to outsource public improvement plan review and inspection services. If required at final map and improvement plan submittal, the Owner shall enter into an Advanced Funding Agreement for the payment of fees associated with the processing of plans and inspection of public improvements.

31. The R-15 and R-20 sites require additional detail to more fully evaluate the site layout. Prior to improvement plan and final map submittal, Owner shall submit site plans which address to the satisfaction of the Public Works, Community Development and Fire departments traffic and pedestrian circulation, site access, details for interface at end of private streets, parking, waste collection, location of public and private utility facilities (water meters and sanitary sewer clean-outs, street lights, utility pedestals, etc.) in relation to driveways and other facilities. Site plan approval may require changes to the design layout shown on the tentative map and may affect the lot count for each site.

32. The Owner shall submit drawings which demonstrate the proposed parking and private street layouts meet minimum design standards for parking, turning and backing prior to approval of a final map. Site plan approval may require modifications to the design layout prior to final map approval and may affect lot count for each site.

33. If tandem garages are proposed on the R-15 and R-20 sites, they shall count as one (1) space for the parking calculation.

34. The layouts for the site R-15 and R-20 sites shall provide one (1) public/shared space per two (2) units and provide an even distribution of parking spaces throughout the site to the satisfaction of the Public Works and Community Development Department. Adequate parking to meet this requirement shall be demonstrated prior to submission of a final map for the site.

35. Street structural sections and wet utilities within the R-15 and R-20 sites shall be designed and constructed to meet City of Woodland Standard Specifications; however they shall be privately maintained.

36. Owner shall form a homeowner's association or other mechanism for funding and maintaining the private streets and utilities within the R-15 and R-20 sites prior to approval of the final maps.

37. If mapped as individual parcels, each lot in the R-15 and R-20 sites shall be separately metered for water with the meter placed in a location accessible to Public Works crews. Meter locations shall be approved by Public Works Department prior to improvement plan approval.

38. Onsite parking management shall be addressed in the CC&R's for the R-15 and R-20 sites; proposed language shall be reviewed and approved by the Community Development and Public Works departments.

39. Details for the private street dead-ends shall be provided with first improvement plan submittal for R-15 and R-20 sites to show how traffic is restricted from ingress from and/or egress to adjacent streets. Design shall be reviewed and approved by Public Works and Community Development departments.

40. The entrances to the R-15 and R-20 sites shall be designed as commercial driveways and shall include signing to clearly distinguish private from public streets.

41. Walkways and any appurtenant facilities (e.g. pathway lighting) from individual units in the R-15 and R-20 sites connecting to the public sidewalk are private improvements and as shown are within the public right-of-way. If constructed as shown, they shall require encroachment permits for construction and maintenance. Prior to submittal of a final map for each site, a solution addressing this issue shall be proposed by the Owner and approved by the Public Works, Community Development and Parks departments. With the approval of the Public Works and Community Development and Parks departments, the property line may be moved to the back of walk and the area between the walk and the existing right-of-way line shall be added to the Home Owners Association maintained area. This may require adding a building setback line to the final map that matches the building setback from the back of walk shown on the tentative map.

42. The final maps for the R-15 and R-20 units shall dedicate a public pedestrian easement through the sites to the adjacent streets. Locations shall be reviewed and approved by the Community Development and Public Works departments prior to final map approval.

Lot 'R' (Commercial Site)

43. Primary access to the site shall match the centerline alignment of "G" Drive unless design is otherwise approved by the City Engineer.

44. As identified in the Spring Lake Specific Plan, parking for the Central Park is to be provided in a shared arrangement with the commercial site. The Owner shall enter into an agreement with the City to provide shared parking on Lot 'R' for the park site (Lot 'Q'). The agreement shall be approved by the Parks, Public Works and Community Development departments and the City Attorney and recorded and identified on the final map. The Owner shall be responsible for all costs associated with the agreement. Parking constructed to the satisfaction of the Public Works, Community Development and Parks departments shall be in place when the park is open to the public regardless of the timing of the commercial development.

Street Improvements

45. All proposed roads within the subdivision shall comply with the most recent version of the City of Woodland Standard Specifications & Details and any addenda except as specified in the adopted Spring Lake Specific Plan and conditions set forth specifically for this tentative map.

46. Roadway geometrics and improvements including street cross sections, median design and placement, intersection geometrics, roundabout and bulb-out details shall be approved by the City Engineer prior to submittal of each improvement plan and/or final map. Revisions may require changes to lotting layouts to accommodate design approval.

47. Prior to submittal of the first improvement plans for the tentative map area, the Owner shall submit a comprehensive traffic-calming plan for the tentative map area to the City Engineer for review and approval. Raised, decorative stamped concrete crosswalks, bulb-outs, lighted pedestrian crossings, raised median islands and other improvements may be required as part of the traffic-calming measures. Particular attention shall be paid to the intersections of Parkland Avenue & Pioneer Avenue and Parkland Avenue & Heritage Parkway to ensure safe pedestrian crossing to and from the park site. Unless otherwise determined by the City, the improvements for these two intersections shall be in place prior to occupancy of the 100th dwelling unit of this tentative map.

48. A comprehensive signing and striping plan is required and shall be approved by the City Engineer prior to approval of the first set of improvement plans. All signing and striping shall be in accordance with the City of Woodland Standard Specifications & Details (2002).

49. Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA minimum width requirements.

50. Construction of intersections requiring future signalization shall include the construction of underground portions of future traffic signals and the portions of above ground improvements as determined necessary by the City Engineer at the time of subdivision improvement plans.

51. Improvement plan design shall incorporate and the Owner shall construct improvements required by the SLSP Transit Plan and subsequent revisions.

52. The surface course (final lift) of asphalt concrete shall not be placed on any road until all utility construction beneath the roadbed has been completed, tested, treated and repairs made as applicable unless authorized in writing by the City Engineer.

53. Disclosures to buyers of lots fronting on County Road 101, Galvin Way, Heritage Parkway east of Parkland Drive (old 'H' Drive), and 'M' Drive shall include notice of possible future traffic control and calming features. Noticing language shall be reviewed and approved by Community Development and Public Works departments. Notices shall include possible loss of on street parking (suggested language: "For some residential lots, parking in front of your house may be partially or fully restricted. Generally, on street parking is restricted near street intersections to allow for turning movements at the intersections"), loss of left turn access (suggested language: "For some residential lots, left turn access into and out of your driveway may not be allowed. Generally, this access restriction is due to the presence of a median island on your street. The median island can be a physical restriction such as a median curb and planter box or roadway striping").

54. Disclosures for lots on CR 101, Galvin Way, Heritage Parkway east of Parkland Drive (old 'H' Drive), and 'M' Drive shall inform buyers that in the future those streets may carry a significant amount of traffic due to circulation patterns. The buyers shall also be informed that when the Master Plan Remainder Area develops there may be a significant increase to traffic on those streets.

Pioneer Avenue

55. Unless constructed by others, Owner shall design and construct the completion of full-width improvements to Pioneer Avenue from its southern terminus north to the intersection of Farmers Central Road concurrent with the first final map of this tentative map. This construction shall be at Owner's expense with reimbursement from the financing district as outlined in the SLSP documents. The City shall endeavor to collect funding through a reimbursement agreement with any other developers which also have tentative map requirements to complete this work.

56. Unless constructed by others, Owner shall design and construct the signal at the intersection of Pioneer Avenue and Parkland Avenue. This construction shall be at Owner's expense subject to reimbursement from the financing district per the SLSP documents. Unless otherwise determined by the City, the signal shall be operational prior to occupancy of the 100th dwelling unit of this tentative map.

57. No parking shall be allowed on Pioneer Avenue.

58. Final maps with frontage on Pioneer Avenue shall indicate a relinquishment of access rights on Pioneer Avenue with the exception of the R-15 site which shall allow non-vehicular access.

59. If not constructed by others, upon approval of the first final map that triggers the 1000th DUE in the SLSP planning area (for properties east of Highway 113), the Owner shall widen Pioneer Avenue to full-width (curb to curb) from East Gibson Road to Collector 4 intersection. This construction shall be at Owner's expense subject to reimbursement from the financing district. If constructed by others, Owner may be required to enter into a reimbursement agreement to share in the cost of construction at the discretion of the City Engineer.

60. If not constructed by others, at the time of the first final map which triggers the 725th DUE, Owner shall design and construct the signal at the Pioneer Avenue and Collector 4/High School access intersection. This construction shall be at Owner's expense subject to reimbursement from the financing district per the SLSP documents. If constructed by others, Owner may be required to enter into a reimbursement agreement to share in the cost of construction at the discretion of the City Engineer.

61. If not constructed by others, Owner shall design and construct the signal at the intersection of Pioneer and Farmer's Central. If constructed by Owner, construction shall be at Owner's expense subject to reimbursement from the financing district per the SLSP

documents. If constructed by others, Owner may be required to enter into a reimbursement agreement to share in the cost of construction at the discretion of the City Engineer.

Parkland Drive (old Pioneer and Heritage Parkway)

62. If not constructed by others, the Owner shall design and construct full-width improvements of Parkland Drive (old Pioneer) from Heritage Parkway to Pioneer Avenue concurrent with development of first final map of the tentative map. The construction shall be at Owner's expense subject to reimbursement from the financing district per the SLSP documents. If constructed by others, Owner may be required to enter into a reimbursement agreement to share in the cost of construction at the discretion of the City Engineer.

63. Unless constructed by others, the Owner shall design and construct the signal at the intersection of Heritage Parkway and Parkland Avenue. The design and construction shall be at Owner's expense subject to reimbursement from the financing district per the SLSP documents. Unless otherwise determined by City, the signal shall be operational prior to occupancy of the 100th unit of this tentative map.

64. The Owner shall design and construct full-width improvements of Parkland Drive (old Heritage Parkway) from Pioneer Avenue to County Road 101 with development of the R-15 site or the first final map in Unit 3, whichever is first. The construction shall be at Owner's expense subject to reimbursement from the financing district per the SLSP documents. The Owner may transition improvements from full-width to partial improvements on the south side of Parkland Drive along the commercial property; however transition costs are temporary improvements and are not reimbursable. If Owner chooses to transition to partial improvements for the commercial property, full improvements shall be constructed with development of the commercial site or with the first final map in Unit 3.

65. Unless constructed by others, Owner shall design and construct surface and underground improvements of Parkland Drive (old Pioneer Avenue) from Marsten to CR 25A. These improvements shall consist of two 12-foot lanes and a center median with paved five-foot shoulders. This requirement shall be triggered by the application for the first final map which includes third release units on this tentative map or, if second and third releases are combined, the first final map which includes the 200th single family unit of this tentative map. This improvement shall be constructed at Owner's expense with reimbursement from the financing district as outlined in the SLSP documents. If constructed by others, Owner may be required to enter into a reimbursement agreement to share in the cost of construction at the discretion of the City Engineer.

66. No parking shall be allowed on Parkland Drive.

67. Final maps with frontage on Parkland Drive shall indicate a relinquishment of access rights onto Parkland Drive with the exception of the R-15 and R-20 sites, which shall allow non-vehicular access.

Temporary Residential Access for R-20 Site

68. The temporary residential access between Galvin Way and 'R' Drive shall be allowed only if development of the R-20 site in Unit 1 proceeds prior to development in Unit 2 which could provide permanent access.

69. The temporary residential access between Galvin Way and "Q" Drive shall be dedicated to the City as a public right-of-way and vacated by final map when development north of 'R' Drive and 'Q' Place occurs.

70. Galvin Way shall have full-width improvements between Pioneer Avenue and the temporary access road.

71. The street section for 'I' Drive and 'J' Place for access to the R-20 site shall be revised to show full improvements on the west side including pedestrian walkway and landscaping.

72. The temporary residential access to Heritage Parkway at the end of "J" Place shall be for emergency vehicle access only. Design shall incorporate measures to keep traffic other than emergency vehicles from using it. The design shall be reviewed and approved by the Fire Department and City Engineer during improvement plan process.

73. The temporary residential access to Heritage Parkway at the end of "J" Place shall be removed and rebuilt to match Heritage Parkway improvements with the construction of Galvin Way (County Road 24C) east of the temporary residential access.

County Road 101

74. Structural design of County Road 101 shall be consistent with the results of a pavement analysis approved by the City Engineer.

75. Prior to submittal of full improvement plans, the Owner shall submit preliminary designs for the proposed road alignment of County Road 101 showing existing alignment, proposed alignment, existing and proposed rights-of-way, existing trees and proposed ditches.

76. The design shall incorporate recommendations of a report by a certified arborist and comply with all City ordinances and SLSP requirements governing tree removal.

77. Unless already constructed by others, the first final map in Unit 3 north of Heritage Parkway shall trigger design and construction or reconstruction of County Road 101 from Heritage Parkway north to the boundary of the tentative map. The design shall include full-width improvements on the east with curb, gutter, sidewalk and landscaping and partial improvements on the west side with curb and gutter if existing conditions and right-of-way permits. If constructed by others, the Owner shall be responsible for reimbursing one hundred percent (100%) of the design and construction costs for Owner's frontage.

78. Unless already constructed by others, the first final map in Unit 3 south of Heritage Parkway shall trigger design and construction or reconstruction of County Road 101 from

Heritage Parkway south to the boundary of the tentative map. The design shall include full-width improvements on the east side with curb, gutter, sidewalk and landscaping and partial improvements on the west side with curb and gutter if right-of-way and existing conditions permit. If constructed by others, the Owner shall be responsible for reimbursing one hundred percent (100%) of the design and construction costs for Owner's frontage.

79. Prior to submittal of the first final map in Unit 3 south of Heritage Parkway, Owner shall submit an exhibit for the ultimate design of CR 101 when the Master Plan Remainder Area develops and CR 101 extends to the west. Design shall be submitted and approved by the City Engineer and Community Development Department prior to submittal of the first final map in Unit 3 south of Heritage Parkway. Notification to affected buyers of potential changes to their frontage and access shall be reviewed and approved by Community Development and Public Works Departments prior to final map approval.

County Road (CR) 25A

80. Unless constructed by others, the application for the first final map which includes third release units on this tentative map or, if second and third releases are combined, the first final map which includes the 200th single family unit of this tentative map shall trigger design and construction of underground and surface improvements to CR 25A from Parkland Avenue to Highway 113. These improvements shall include two 12-foot travel lanes with paved 5-foot shoulders. The design of CR 25A shall accommodate drainage conveyances required by properties to the west of the project including the master plan remainder area. These improvements shall be designed and constructed at Owner's expense subject to reimbursement from the financing district per the SLSP documents. If constructed by others, Owner may be required to enter into a reimbursement agreement to share in the cost of construction at the discretion of the City Engineer.

Galvin Drive west of Pioneer Avenue

81. The first final map north of Parkland Avenue (old Heritage Parkway) shall trigger full-width improvements of Galvin Drive west of Pioneer Avenue to County Road 101.

Galvin Drive east of Pioneer Avenue

82. The first final map east of Pioneer with single-family units fronting on Galvin Drive shall trigger full-width improvements to Galvin Drive from Pioneer Avenue to the eastern boundary of the tentative map.

"M" Drive

83. The first final map in Unit 2 with lots south of Galvin Way (County Road 24C) shall trigger the full-width improvement of "M" Drive between Heritage Parkway and "Q" Drive.

Heritage Parkway ("H" Drive) west of Parkland Drive

84. The first final map in Unit 3 with lots south of Heritage Parkway or development of the commercial site, whichever is first, shall trigger the full-width improvements to "H" Drive.

85. Surface and underground improvements to Heritage Parkway including the fire department

frontage shall be paid for by the Owner. Upon inclusion in the financing district, surface improvements in excess of 68' shall be at Owner's expense subject to reimbursement from the financing district in accordance with Spring Lake Specific Plan documents.

86. The structural section for Heritage Parkway (old "H") shall be designed using a TI of 10.

Other Local Streets

87. Other local streets shall be constructed concurrently with the final map which they serve as determined by the City Engineer.

Farmer's Central Road

88. A traffic signal at the Farmer's Central Road/Meikle Avenue (Collector 1) intersection shall be constructed by the first final map which triggers the 1400th DUE in the SLSP area east of Highway 113. If it is not constructed by others, the signal shall be designed and constructed at the Owner's expense subject to reimbursement from the financing district per the SLSP documents.

89. If an interim access from the fire station to County Road 101 is determined necessary by the Fire Chief, Owner shall improve Farmers Central Road between County Road 101 and Pioneer Avenue to include two paved 12-foot travel lanes.

Gibson Road Improvements

90. Owner shall fund their prorated share of costs for the installation of frontage and landscape improvements from Pioneer Ave. to SR 113. Costs shall be shared among second release BUA participants, and may require some reimbursement from future property owners. Pro-rated shortfall amounts shall be determined by the Finance Director. If not included in Package B, Owner shall contract for design of improvements prior to approval of first final map.

Storm Drainage and Site Grading

91. The grading and drainage plans submitted with the tentative map are preliminary only and approval of the tentative map does not constitute approval in any way. Final approval for the grading and drainage plans shall occur with subdivision improvement plans based on the requirements set forth in these conditions of approval.

92. The existing downstream storm drainage facilities serving the SLSP area are currently sized to handle only first and second-release Spring Lake Building Unit Allocations without additional modifications. Final maps with third-release units shall not be approved until downstream storm drainage facilities to accommodate them are in place.

93. A comprehensive storm drainage plan for the tentative map area shall be prepared by a registered civil engineer and submitted to the City Engineer for review and approval prior to submittal of the first final map and/or improvement plans.

94. The tentative map area storm drainage plan shall identify specific storm drainage design features to control increased runoff from the project site. The drainage plan shall

demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the Owner shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria, SLSP Infrastructure Study Report criteria, and City Standard Specifications and Details. The plan shall incorporate 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 tentative map storm drainage plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking.

95. The Owner shall pay the cost associated with all improvements required by his project and an appropriate reimbursement agreement shall be drafted to reimburse the Owner for oversize improvements on a pro rata basis per the project-level Development Agreement; the need for and terms of reimbursement agreements shall be determined by the City Engineer.

96. A topographic survey of the entire site and a comprehensive grading plan prepared by a registered civil engineer shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Standard Specifications and Details (2002) for additional requirements.

97. An erosion and sedimentation control plan shall be included as part of the improvement plan package. The plan shall be prepared by the Owner's civil engineer and approved by the City Engineer. The plan shall include but not be limited to interim protection measures such as benching, sedimentation basins, storm water retention basins, energy dissipation structures, and check dams. The erosion control plan shall also include all necessary permanent erosion control measures, and shall include scheduling of work to coordinate closely with grading operations. Replanting of graded areas and cut and fill slopes is required and shall be indicated accordingly on plans, for approval by City Engineer.

98. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.

99. Current agricultural interceptor and flowage easements shall remain in place until another solution is proposed to and approved by the City Engineer. No final maps shall be approved until interim and overall solutions for the drainage for the site and the plan area are approved by the City Engineer.

100. All projects shall comply with the City's Storm Water ordinance which includes

implementation of post-construction best management practices (BMPs). These BMPs shall include general site design control measures and site-specific source control measures in accordance with the City's *Technical Guidance Manual for Stormwater Quality Control Measures*. Post-construction BMPs shall be identified on improvement plans and approved by the City Engineer.

101. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Control Board prior to commencement of grading.

102. Applications/projects disturbing less than one acre of soil shall implement construction BMPs to prevent and minimize erosion during the construction phase. The improvement plans for construction of less that 1 acre shall include BMPs to be approved by the City Engineer.

103. Landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.

104. 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.

105. Construction material for storm drainpipes shall be pre-cast rubber-gasket reinforced concrete pipe in accordance with City Standard Specifications.

Wastewater and Sewer Collection System

106. The sanitary sewer plans submitted with the tentative map showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the sewer plan shall occur with the final map and improvement plan submittal based on the requirements set forth in these Conditions of Approval.

107. A comprehensive sanitary sewer collection system plan for the tentative map shall be submitted for approval by the City Engineer prior to submittal of a final map and/or construction drawings for checking. A registered civil engineer for the project shall prepare the sewer collection system plan. The plan shall include final sizing and location of conveyance facilities, structures, and engineering calculations. The Owner shall pay the cost associated with all improvements required by the plan.

108. The property shall be connected to the City of Woodland sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland Standard Specifications and Details.

109. An appropriate reimbursement agreement shall be drafted to reimburse the Owner for oversize improvements on a pro-rata basis per the project level Development Agreement.

110. Construction of deep sewer mains shall be connected to laterals by a parallel main and

connections at manholes.

111. Reference the City of Woodland Standard Specifications and Details for additional requirements.

Water Infrastructure Conditions

112. The utility plan submitted with the tentative map showing water routing, sizing and locations, is preliminary only and approval of the tentative map does not constitute approval of the utility plan. Final approval of water facilities shall occur with the final improvements based on the requirements set forth in these conditions of approval.

113. Prior to approval of the first final map, a comprehensive water system plan shall be prepared by a registered civil engineer for project, and shall be submitted to the City Engineer for review and approval. The plan shall include final sizing and location of conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate the plan area. The Owner shall pay the cost associated with all improvements required by the plan, and an appropriate reimbursement agreement shall be drafted to reimburse the Owner for oversize improvements on a pro rata basis per the Project level Development Agreement.

114. Prior to submission of improvement plans and final map, Owner shall fund a water distribution study to determine the water system facilities necessary to serve the tentative map. Owner shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct required offsite water improvements to connect to the City water distribution system.

115. Owner shall fund a supplementary water distribution study to determine if the well site shown on the tentative map neighborhood center is still required at this location. If the water distribution study indicates the well is required to be located within the tentative map boundary, the Owner shall dedicate the site for the well when requested by the City.

116. Owner shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the SLSP.

117. Wherever practicable, the water system in Unit 2 shall be looped to the system in Village 4 to the east.

118. The Owner shall identify proposed locations of water sampling stations within the map boundary to comply with City of Woodland Standard Specifications and Details.

119. All materials and installation of the subdivision water system shall be constructed per City of Woodland Standard Specifications and Details at the Owner's expense.

120. Per the City of Woodland Cross Connection Control Program and Standard Specifications and Details, all commercial buildings and landscape irrigation services are required to

install and maintain an approved backflow prevention assembly, at the Owner's expense. Service size and flow-rate for backflow prevention assemblies must be submitted with improvement plans. Location of backflow prevention assemblies shall be approved by the City of Woodland Public Works Department prior to installation. 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.

121. Per the City of Woodland Cross Connection Control Program, fire protection systems are required to maintain approved backflow prevention, at the Owner's expense. Required location, service size and flow-rate for the fire protection system must be submitted. Actual location is subject to the review and approval of the Public Works Department, Fire Department, and Community Development Department.

122. All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the City of Woodland Fire Department for approval prior to construction of the system. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Woodland Fire Department.

123. 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.

124. When a median strip is to be installed in the center of a street; the fire hydrant will be spaced not more that 300 feet on both sides of the divider on the curb side of the street. Final approval and approval of any changes is the responsibility of the City Engineer.

General Public Works Conditions

125. The conditions as set forth in this document are not all inclusive. Owner shall thoroughly review all City, state, and federal planning documents associated with this tentative map and comply with all regulations, mitigations and conditions set forth.

126. Closure calculations shall be provided at the time of initial map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print out. The point(s) of beginning shall be clearly defined and all lot acreage shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the subdivision map. Refer to the City of Woodland Standard Specifications and Details and the City's municipal code for additional requirements.

127. The final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance.

128. Owner shall be required to comply with the SLSP Final Environmental Report (FEIR) Mitigation Measures and Final Supplemental EIR relating to this project.

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

130. The Owner shall comply with the City's construction recycling program. The Owner shall submit required documents, fees and deposits associated with the recycling program prior to issuance of building permits.

131. U.S. Post Office mailbox locations shall be subject to the approval of the City Engineer and Postmaster.

132. 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.

133. All existing and proposed utilities within 100 feet of the project boundary shall be installed underground per the policies, ordinances, and programs of the City of Woodland and the utility providers.

134. Street lighting location plans shall be submitted and approved by the Department of Public Works, prior to approval of improvement plans and final recordation of Map.

135. Prior to issuance of any building permit, applicable roads serving the site as determined by the City Engineer and Fire Marshall must be constructed and paved. Under specific circumstances, temporary roads may be allowed, but must be approved by the City of Woodland Public Works Director and Fire Department.

136. Occupancy of residential or business units shall not occur until off-site improvements (water, sewer, streets, etc.) have been functionally accepted by the City Engineer, and the City has received and approved record drawings, and the unit has been issued a Certificate of Occupancy or passed final inspection by the Building Official. Owners, contractors, and/or owners shall be responsible to so inform prospective buyers, lessees, or renters of particular units to be occupied of this condition.

137. No Certificates of Occupancy for residential or commercial units shall be issued until the public improvements to serve the site have been accepted by the City Council unless otherwise waived by the Public Works Director. In no instance shall building permits be issued for more than 75% of units within a subdivision until public improvements have been accepted.

138. If relocation of existing facilities is deemed necessary, the Owner shall perform the relocation, at the Owner's expense unless otherwise provided for through a reimbursement agreement. All public utility standards for public easements shall apply.

139. A Subdivision Improvement Agreement shall be entered into and recorded prior to construction of improvements, approval of a final map or issuance of residential building

permits.

140. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.

141. The Owner shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the Public Works Department.

142. A seven foot (7') public utility easement back of sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.

143. Per the project level Development Agreement, prior to approval of first set of improvement plans and final map, Owner shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with that specific subdivision within the tentative map.

144. Owner shall pay appropriate reimbursements for benefiting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements.

145. The project is located within the boundaries of the Spring Lake Landscape & Lighting District (LLD) and is required to pay its fair share of maintenance and operation of landscaping and lighting facilities identified in the Engineer's Report for the LLD.

146. Applications of multi-family, commercial and industrial projects shall submit refuse enclosure details showing bin locations and recycling facilities to the Public Works Department for review and approval per the SLSP and SLSP Design Guidelines.

147. Prepare, and submit for approval, utility site plans prior to preparation of full improvement plans.

148. Conform to County Health regulations and requirements for the abandonment of any onsite septic tanks and/or water wells. Copies of completed permits shall be provided to the City of Woodland.

149. Encroachment permits are required for and shall be obtained from Yolo County prior to any work within or encroachment onto County right-of-way.

150. 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.

151. All public landscape areas shall include a separate point of connection for metered water service and metered PG&E power service points for automatic controllers.

D. Building Division:

1. The project must meet all criteria and mandates for adopted City Codes as follows:
   a. 2001 California Building Code
   b. 2001 California Plumbing Code
   c. 2001 California Mechanical Code
   d. 2004 California Electrical Code
   e. City of Woodland Municipal Code

2. A building permit application and designed plans shall be submitted for plan review and a plan check fee paid prior to permit approval.

3. Other City and County Agencies (Health, Fire, Public Works, Planning) may be required to approve the project prior to Building Permit issuance.

4. Any deferred submittals that are not a part of the initial permit application must be listed on the cover sheet of the plan at the time of application for the project.

5. Applications for which no permit is issued within 180 days following the date of application will expire, and plans and other data may be returned to the applicant or destroyed by the Building Official.

6. The recommendations contained in the Geotechnical Engineering report (Geocon Consultants, dated March 2005) or supplemental/updated report as approved by the Building Department, shall be implemented.

F. Fire Department:

1. Applicant shall enter into purchase agreement with the City for acquisition of Lot 'P' for a fire station within 45 days after approval of the tentative map.

2. Street widths shall be consistent with standards adopted in the Spring Lake Specific Plan.

3. Dead end roads for fire apparatus access are limited to no more than 150-feet. More than150-feet requires provisions for fire apparatus turn around.

4. Cul-de-sac and turn around requires a turning radius required for a SU-30 design vehicle, any building 3 or more stories requires a turning radius required for a B-40 design vehicle.

5. Provide fire hydrants, which are spaced and constructed in accordance with the approved standards contained in the 2002 City of Woodland Standards, Specifications & Details Manual. Fire hydrants shall have a maximum spacing of 300-feet in all areas.

6. Fire Hydrants are required on both sides of the street under the following conditions:
   a. Streets having median center dividers that make access to hydrants difficult, cause time delay, and/or create undue hazard.
   b. When traffic loads would make it difficult to detour traffic.
   c. Widths of street in excess of 88 feet from curb to curb.

G. Parks Department

1. Pursuant to Development Regulation 8.2, when triggered, construction of a neighborhood park shall be completed within 15 months. Park development shall be consistent with Development Regulation 5.8, 5.9, 5.10 and 5.11. Park design shall incorporate a short non-solid fence along the Parkland Avenue frontages of the central park with gates for entry closest to the pedestrian crossings at the adjacent intersections. Unless otherwise determined by the City, park construction shall be completed prior to occupancy of the 100th dwelling unit of this tentative map. Park construction shall be at Owner's expense subject to reimbursement from the financing district and other funding mechanisms as funds are available as determined by the City.

2. "Presto" geoblock used for temporary access shall be noted for removal on plans and replaced with landscaping or other hardscape as approved by the Community Development, Parks and Public Works departments post-development.

3. In keeping with private street and lane notations, "Residential Green", "Pedestrian Access", and "Landscape" areas should be identified as private where applicable. Pedestrian public access shall be reserved on all private open space areas to the satisfaction of the Community Development Department.

4. Note for landscaping design – Parkway tree selection must comply with requirements of the Spring Lake Master Tree and Plan list and conform to minimum planter width requirements found in the City of Woodland Approved Master Street Tree List.

5. Landscaping design, materials, installation, and maintenance in roadway 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 Requirement), 2.22 (Drought-Tolerant Plantings), 4.17 (Timing of Landscaping), 4.17.1 (Landscaping at Intersections), 4.18 and 4.19, and 7.13.

6. Pursuant to Development Regulation 4.26, greenbelts and pathways/trails shall be constructed at the same time (or earlier) as adjoining dwelling units.

7. Pursuant to Development Regulation 4.17, street landscaping must accompany street construction for both partial (interim) and full cross-sections. Landscaping is not allowed to be deferred.

8. In accordance with Section 20-A of the City of Woodland Municipal Code, the applicant shall comply with the following replanting schedule for removal of trees along County Road 101: For each six inches or fraction thereof of the diameter of a tree, which was approved for removal, two trees of an approved species, each of a minimum fifteen-gallon container size shall be planted within the project site. The approved species and locations of replanting shall be shown on the Landscape and Development plans prepared for the project and shall be subject to the approval of the Parks, Recreation and Community Services Director, Public

Works Director and Community Development Director or his/her designees. Landscape and Development Plans shall be submitted concurrently with subdivision improvement plans prior to Final Map acceptance.

9. Prior to removal of any trees on the subject property, the applicant shall post informational signage in a conspicuous location describing both the status of the trees to be removed, timing of construction and proposed streetscape. The information shall be accompanied with illustrations of the proposed streetscape and planting plan. Said signage and planting plan shall be approved by the Community Development Director, Public Works Director, and Parks Director prior to removal of the trees.

10. Tree removal must not occur until development of County Road 101 is firmly scheduled for construction and construction permits have been obtained by the developer. Tree replacement must coordinate with County Road 101 improvements as soon as practicable.

ACKNOWLEDGMENT OF CONDITIONS OF APPROVAL:

I hereby concur with the Conditions of Approval as approved by the City Council on February 27, 2007.

Signature of Authorized Representative/Owner: Michael J. Winn Date: 3/06/07

Print Name: Michael Winn

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Sacramento)

On 3/4/07 (DATE) before me, Lori A. Rispoli (NAME, TITLE OF OFFICER – E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared, Michael J. Winn

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.

Lori A. Rispoli (SEAL)
NOTARY PUBLIC SIGNATURE

LORI A. RISPOLI
COMM. # 1426631
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
MY COMM. EXP. JUN. 24, 2007

OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENIFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT _____

DATE OF DOCUMENT _____ NUMBER OF PAGES _____

SIGNERS(S) OTHER THAN NAMED ABOVE _____

SIGNER'S NAME _____ SIGNER'S NAME _____

RIGHT THUMBPRINT	RIGHT THUMBPRINT

EXHIBIT D

EXISTING LAND USE REGULATIONS

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

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

Spring Lake Specific Plan Affordable Housing Plan (Adopted May 20, 2003- Resolution No.4438)

Spring Lake Specific Plan Agricultural Land Mitigation Program (Adopted February 18, 2003 Resolution No. 4421 and Amended November 18, 2003 Resolution No.4492)

EXHIBIT E

LEGAL DESCRIPTION OF AGRICULTURAL CONSERVATION EASEMENT(S)

EXHIBIT "B"

Agricultural Easement
Page1 of 8

Recording Requested by
and when recorded mail to:

City of Woodland, Community Development Department
~~Lance E. Lowe, AICP, Associate Planner~~
300 First Street City Clerk
Address
Woodland, CA 95695 #43
City, State, Zip

YOLO Recorder's Office
Freddie Oakley, County Recorder
DOC- 2006-0046211-00
Acct 110-Woodland City
Monday, NOV 27, 2006 11:30:00
Ttl Pd : $0.00 Nbr-0000677528
VRB/R6/1-8

Document Title: CERTIFICATE OF MITIGATION CREDITS
FOR
RICYNEN & BARDIS (SPRING LAKE), LP A CALIFORNIA LIMITED PARTNERSHIP
FOR: R & B LAND INVESTMENTS, LLC A CALIFORNIA LIMITED LIABILITY
COMPANY ITS GENERAL PARTNER (TSM #4805)

Pursuant to the Mitigation Credit Agreement for Merritt Ranch recorded on February 2, 2006, as DOC-2006-0004651-00 in the official records of Yolo County between the City of Woodland and Daniel K. Dowling ("Mitigation Credit Agreement") this Certificate of Mitigation Credit confirms the transfer by Daniel K. Dowling ("Dowling") to the City of Woodland for one hundred thirteen (113) acres of mitigation credits for Swainson Hawk and Agricultural Easements pursuant to the terms of the Mitigation Credit Agreement.

The City of Woodland acknowledges and agrees that Dowling has transferred all mitigation credits under the Mitigation Credit Agreement with the exception of one hundred fifty-six and sixty-four one hundredths (156.64) acres of Agricultural Easement credits and thirty-eight (38) acres of Swainson Hawk Easement credits and the possibility of additional acres of Agricultural Easement credits and Swainson Hawk Easement credits as provided for in the last subparagraph of Section 2D of the Mitigation Credit Agreement ("Remaining Credits"). The Remaining Credits may be transferred by Dowling in the future in one or more series of future transactions.

CONFORMED COPY
NOT COMPARED
WITH ORIGINAL

Barry Munowitch, Director, City of Woodland Community Development Department — Date 10/26/06

Daniel K. Dowling — Date 9/7/06

State of California
County of Yolo
On 10/5/06 before me,
Paul D. Yturriago
a Notary Public in and for said State, personally appeared
Daniel K. Dowling
, personally known to
me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.
Signature
Name: Paul D. Yturriago

PAUL D. YTURRIAGO
COMM. #1555587
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My Comm. Expires Feb. 27, 2009

EXHIBIT "E"

Agricultural Easement
Page3 of 8

(typed or printed) (Seal)

RAUL D. YTURRIAGO
COMM. #1555587
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My Comm. Expires Feb. 27, 2009

State of California
County of Yolo
On October 12, 2006 before me,
Susan L. Vannucci
a Notary Public in and for said State, personally appeared
Barry Munowitch
_____, personally known to
me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.
Signature Susan L. Vannucci
Name Susan L. Vannucci
(typed or printed) (Seal)

SUSAN L. VANNUCCI
Commission # 1643504
Notary Public — California
Yolo County
My Comm. Expires Mar 2, 2010

EXHIBIT "E"

Agricultural Easement
Page 5 of 8

EXHIBIT B

Calculation of Mitigation Acreage and Mitigation Credits

(PLEASE SEE EXCEL SPREADSHEET- EX. B)

EXHIBIT "B"

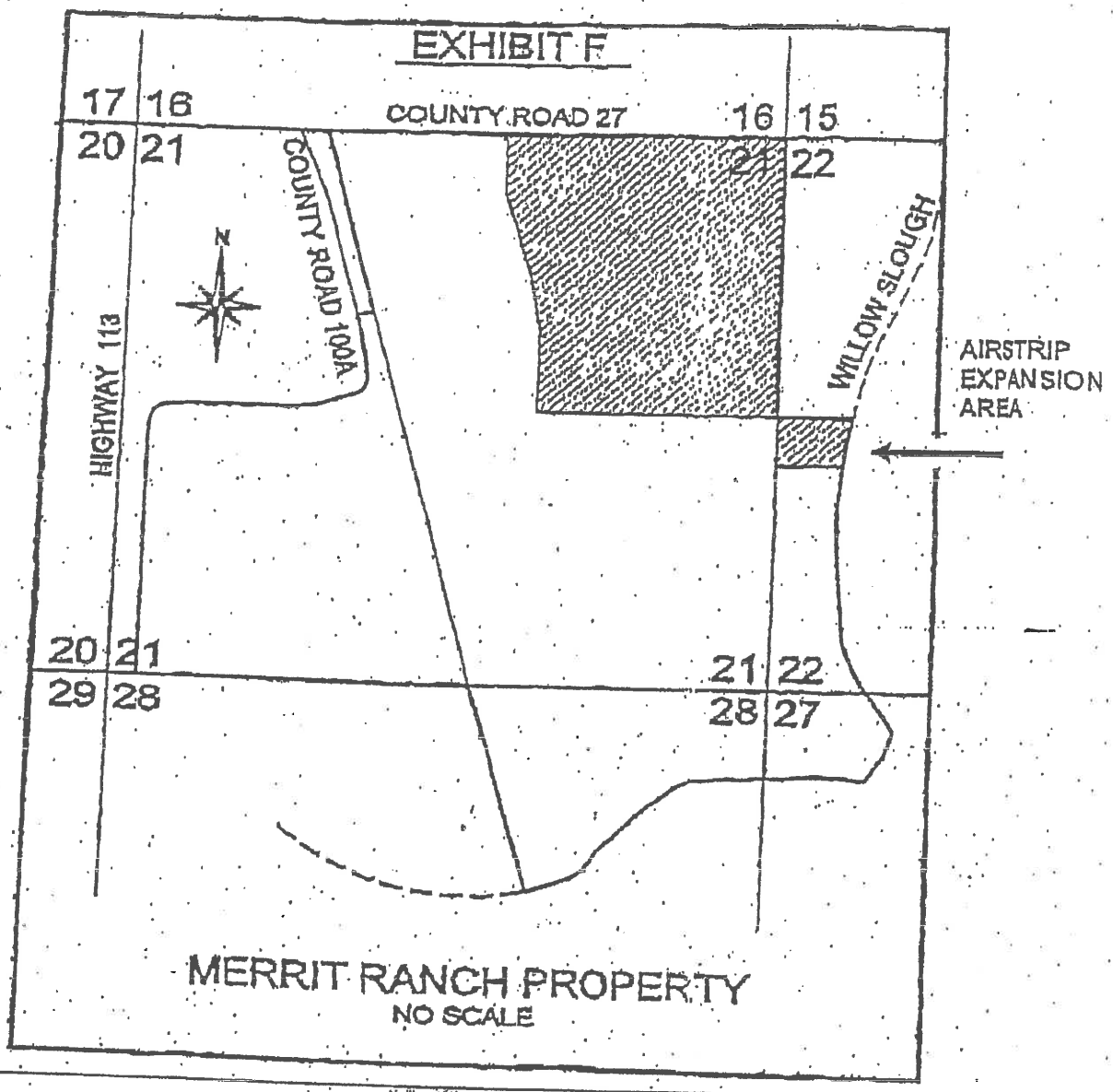
Agricultural Easement
Page 7 of 8

Subdivision Map Number and Project References

Number	MAP TITLE/PROJECT REFERENCE
FM: 4648	KB/ CENTEX/ HERTEL 160 ACRES
FM: 4650	TOC RUSSELL RANCH NORTHEAST HERITAGE UNIT NO.1
TM: 4784	HERITAGE REMAINDER AREA VESTING TENTATIVE SUBDIVISION MAP
FM: 4670	Ybarra:Heidrick Phase I
TM: 4670	Ybarra:Heidrick Phase II
FM: 4793	Centex;Beeghly
TM:4793	DR Horton: Beeghly
TM: 4675	Hertel-Prudler Sievers
TM: 4805	Reynen & Bardis
TM: 4674	Merritt- Murphy
N/A	City of Woodland- Park site
TM: 4856	K. Hovnanian Homes

EXHIBIT F

MAP OF LOCATION OF AGRICULTURAL CONSERVATION EASEMENT(S)



See Section 14(h).

Ex. A

EXHIBIT G

MEMORANDUM OF AGREEMENT

NO FEE DOCUMENT per Government Code 6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF WOODLAND
300 First Street
Woodland, CA 95695
Attention: City Clerk

MEMORANDUM OF AGREEMENT
Reynen & Bardis Communities Development Agreement Ordinance No. 1478

This Memorandum of Agreement is made and entered into by and between, Reynen & Bardis Communities ("Developer"), and the CITY OF WOODLAND ("City"), a municipal corporation organized and existing under the laws of the State of California, with respect to the following facts:

City and Developer hereby agree to be bound by all of the terms and conditions contained in the "Development Agreement Ordinance No. 1478 Between City of Woodland and Reynen & Bardis Communities" dated 3/6/07, the terms and conditions of which are made a part hereof as through fully set forth herein, and which Agreement controls the use and development of that certain real property, including any improvements and personal property, situated in the County of Yolo, State of California, described as follows:

Legal Description attached hereto as Exhibit A

Executed on this 7th day of March, 2007, at Woodland, Yolo County, California.

REYNEN & BARDIS DEVELOPMENT, LLC

By: Michael J. Winn
Mike Winn
Its: Representative

CITY OF WOODLAND

By: David Flory
DAVID FLORY,
Mayor

SACRAMENTO\AMS\12094.1

ATTEST:

Sue Vannucci

SUE VANNUCCI, City Clerk
City of Woodland

APPROVED AS TO FORM:

Ann M. Siprelle

ANN M. SIPRELLE, City Attorney

State of California)
) ss.
County of ~~Yolo~~)
Sacramento

On March 12, 2007 before me, Louise Dutton, Notary Public, personally appeared Michael J. Winn, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

LOUISE DUTTON
COMM. # 1554826
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
COMM. EXP. FEB. 25, 2009

Louise Dutton
NOTARY PUBLIC

State of California)
) ss.
County of Yolo)

On March 15, 2007 before me, Ana B. Gonzalez, Notary Public, personally appeared Dana Hony, personally known to me or proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

ANA B. GONZALEZ
Commission # 1650163
Notary Public - California
Yolo County
My Comm. Expires Apr 6, 2010

NOTARY PUBLIC

SACRAMENTO\AMS\12094.1

Order No. 306-5078-
UPDATE
Version 6

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF YOLO, CITY OF WOODLAND, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E.,M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION DISTANT NORTH 88 DEGREES 46' WEST 264.00 FEET FROM AN IRON MONUMENT MARKING THE SOUTHEAST CORNER THEREOF, AS SHOWN ON THE MAP FILED IN BOOK 3 OF MAPS AND SURVEYS, AT PAGE 17, AND ALSO SHOWN ON THE MAP FILED IN BOOK 9 OF MAPS AND SURVEYS, AT PAGE 20, YOLO COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING ALONG SAID SOUTH LINE NORTH 88 DEGREES 46' WEST 1246.09 FEET; THENCE NORTH 0 DEGREES 27' 50"EAST 208.71 FEET; THENCE NORTH 88 DEGREES 46' WEST, 1093.55 FEET TO A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101; THENCE ALONG SAID WEST LINE OF COUNTY ROAD NORTH 0 DEGREES 27' 50" EAST 396.80 FEET; THENCE SOUTH 88 DEGREES 46" EAST 2610.81 FEET TO THE POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 3; THENCE ALONG SAID LAST MENTIONED QUARTER SECTION LINE SOUTH 1 DEGREES 08' 34" WEST 440.45 FEET; THENCE NORTH 88 DEGREES 46' WEST 264.00 FEET; THENCE SOUTH 1 DEGREES 08' 34" WEST 165.00 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: A PORTION OF 042-010-18

PARCEL TWO:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E., M.D.B. &M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION SAID POINT BEING THE INTERSECTION OF THE SAID SOUTH LINE WITH THE EAST LINE OF THE COUNTY ROAD RUNNING NORTH AND SOUTH THROUGH SAID QUARTER SECTION; RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID COUNTY ROAD, 208.71 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 1043.55 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID COUNTY ROAD, 208.71 FEET TO A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION; THENCE WEST ALONG SAID SOUTH LINE, 1043.55 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: A PORTION OF 042-010-18

PARCEL THREE:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 9 NORTH, RANGE 2 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, MARKED BY A 1-1/2"

EXHIBIT "A"
LEGAL DESCRIPTION continued

IRON PIPE, THENCE ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 3, NORTH 01 DEGREES 02'06" WEST, 1,424.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID LINE, NORTH 01 DEGREES 02'05" EAST, 428.63 FEET; THENCE LEAVING SAID EAST LINE, NORTH 88 DEGREES 49'15" WEST, 164.89 FEET; THENCE NORTH 00 DEGREES 59'32" EAST, 25.82 FEET; THENCE NORTH 88 DEGREES 51'32" WEST, 2,213.70 FEET; THENCE NORTH 00 DEGREES 21'43" EAST, 230.72 FEET; THENCE NORTH 85 DEGREES 48'29" WEST, 248.05 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 101 AS SHOWN ON SAID MAP; THENCE ON SAID WEST LINE, SOUTH 00 DEGREES 21'30" WEST, 699.13 FEET; THENCE SOUTH 88 DEGREES 52'20" EAST, 2,628.74 FEET TO THE POINT OF BEGINNING.

FURTHER DESCRIBED AS RESULTANT PARLIN PROPERTY ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED NOVEMBER 9, 2005, INSTRUMENT NO. 2005-0056195, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: 042-010-75, FORMERLY A PORTION OF 042-010-17

PARCEL FOUR:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E., M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 THAT BEARS NORTH 1 DEGREES 08'34" EAST, 1015.18 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 3, AS SAID QUARTER CORNER IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 9 OF MAPS AND SURVEYS, PAGE 20, YOLO COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING, NORTH 88 DEGREES 46'00" WEST, 2615.66 FEET TO A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101; THENCE ALONG THE WEST LINE OF SAID COUNTY ROAD, NORTH 0 DEGREES 27'50" EAST 409.00 FEET; THENCE LEAVING SAID COUNTY ROAD, SOUTH 88 DEGREES 46'00" EAST 2620.51 FEET TO THE EASTLINE OF THE SOUTHWEST QUARTER OF SECTION 3; THENCE ALONG SAID EAST LINE, SOUTH 1 DEGREES 08'34" WEST 408.00 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 042-010-76, FORMERLY A PORTION OF 042-010-17

PARCEL FIVE:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R.2 E., M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101 AS SHOWN ON THE RECORD OF SURVEY OF THE BEN C. HOLLMAN EST. LANDS, FILED JULY 27, 1962 IN BOOK 9 OF MAPS AND SURVEYS, AT PAGE 20, YOLO COUNTY RECORDS; SAID POINT BEING DISTANT SOUTH 88 DEGREES, 46' EAST 63.63 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE FROM SAID POINT OF BEGINNING, NORTH 0 DEGREES, 27' 50" EAST ALONG THE WEST LINE OF SAID COUNTY ROAD 101, A DISTANCE OF 208.71 FEET; THENCE SOUTH 88 DEGREES, 46' EAST, 50.00 FEET TO THE EAST LINE OF SAID COUNTY ROAD NO. 101; THENCE ALONG SAID EASTLINE, SOUTH 0 DEGREES, 27' 50" WEST, 208.71 FEET TO THE SOUTH LINE OF SAID SECTION 3; THENCE ALONG THE SOUTH LINE OF SAID SECTION 3, NORTH 88 DEGREES, 46' WEST 50.00 FEET TO THE POINT OF

EXHIBIT "A"
LEGAL DESCRIPTION continued

BEGINNING.

ASSESSOR'S PARCEL NUMBER: A PORTION OF 042-010-18

PARCEL SIX:

ALL RIGHT, TITLE AND INTEREST IN AND TO A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E., M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OFSAID SECTION 3, THAT BEARS NORTH 1 DEGREE 08' 34" EAST, 1015.18 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 3, AS SAID QUARTER CORNER IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 9 OF MAPS AND SURVEYS, AT PAGE 20, YOLO COUNTY RECORDS; THENCE FROM SAID POINT OF BEGINNING, SOUTH 1 DEGREE 08' 34" WEST, ALONG SAID EAST LINE, A DISTANCE OF 409.73 FEET TO THE NORTHEAST CORNER OF PROPERTY CONVEYED TO VIVIAN C. HUTTMAN, BY DEED DATED SEPTEMBER 10, 1962, RECORDED JANUARY 2, 1963 IN BOOK 698 OF OFFICIAL RECORDS AT PAGE 516; THENCE ALONG THE NORTH LINE OF SAID HUTTMAN PROPERTY, NORTH 88 DEGREE 46'00" WEST, 2610.81 FEET TO A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101; THENCE ALONG THE WEST LINE OF COUNTY ROAD NO. 101, NORTH 0 DEGREES 27' 50" EAST, 429.77 FEET; THENCE LEAVING SAID COUNTY ROAD, SOUTH 88 DEGREES 46' 00" EAST 2615.60 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 042-010-08

EXHIBIT H

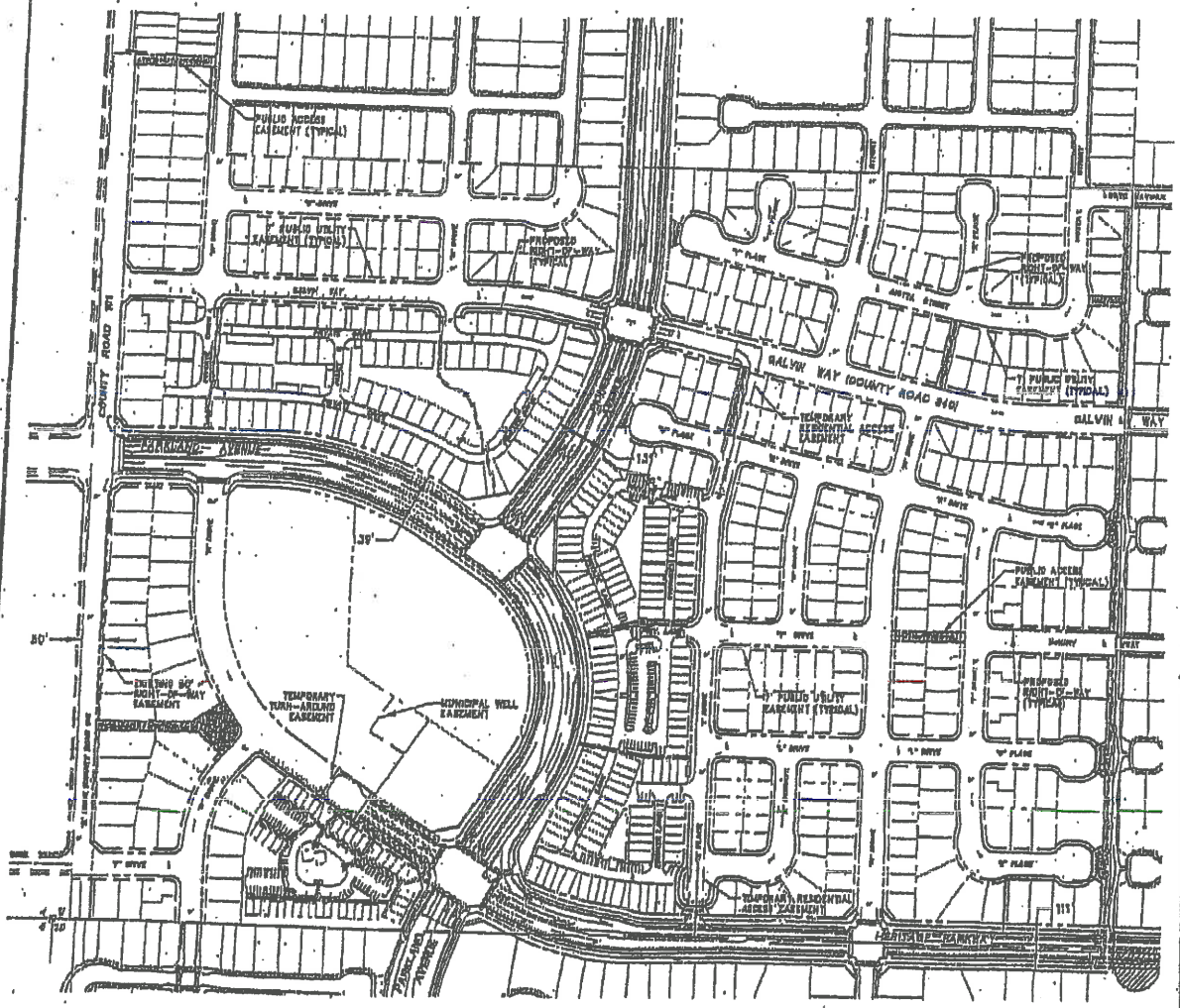
MAP OF LOCATION OF EASEMENTS
AND RIGHTS OF WAY

EXHIBIT "F"

Map of Location of Easements & Rights of Way

EXHIBIT "H"

MAP OF LOCATION OF EASEMENTS AND RIGHTS-OF-WAY



PUBLIC ACCESS EASEMENT PROPOSED WITHIN THIS AREA. EXACT SIZE AND LOCATION TO BE DETERMINED AT FINAL MAP STAGE.

CUNNINGHAM ENGINEERING

CECWEBT.COM

Project Planning • Civil Engineering • Landscape Architecture

Corporate Office • 2940 Spafford Street, Suite 200, Davis, CA 95616, (530) 756-2026

Sacramento Office • 2120 20th Street, Suite Three, Sacramento, CA 95816, (916) 455-2026

PROJECT:	SPRING LAKE CENTRAL
DESCRIPTION:	MAP OF LOCATION OF EASEMENTS AND RIGHTS-OF-WAY
DATE:	01/24/07
BY:	JB
JOB NO:	B43.04
SCALE:	1" = 400'

SHEET 1 OF 1

NORTH

ORDINANCE NO. 1478

AN ORDINANCE OF THE CITY OF WOODLAND APPROVING THE DEVELOPMENT AGREEEMENT BETWEEN THE CITY OF WOODLAND AND REYNEN & BARDIS COMMUNITIES, RELATING TO PROPERTY LOCATED WITHIN THE SPRING LAKE SPECIFIC PLAN AREA

The City Council of the City of Woodland DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Purpose. The purpose of this Ordinance is to approve that certain Project (Reynen & Bardis Spring Lake Central Project) Development Agreement (the "Agreement") entered into between the City of Woodland and Reynen & Bardis Communities, relative to the use and development of property located within the Spring Lake Specific Plan Area, which property is more particularly described in said Agreement.

Section 2. Findings. The City Council hereby finds and declares:

1. The City Council previously certified an Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069; August 15, 2000) and adopted addendums to the Turn of the Century EIR (December 18, 2001; November 19, 2002; December 17, 2002; April 15, 2003, and February 27, 2007). No additional environmental review of the Development Agreement is required by law, ordinance, or regulations.

2. Public hearings on the Agreement were held by the Planning Commission and City Council and notices of these hearings were given in the form and at the times required by state law and City ordinances and resolutions.

3. The City Council has considered the findings and recommendation of the Woodland Planning Commission. The City Council accepts those findings and recommendation, and incorporates them herein by this reference.

4. The Agreement is consistent with the objectives, policies, land uses and programs specified in the City General Plan and the Spring Lake Specific Plan.

5. The Agreement satisfies the fiscal policies of the General Plan.

6. The Agreement is consistent with and conforms to the requirements of Government Code Sections 65864-65869.5.

7. The Agreement is consistent with the provisions of Resolution No. 3542 of the City Council Establishing Procedures for Consideration of Development

Agreements and the provisions of Resolution No. 4330 Approving the Spring Lake Specific Plan.

Section 3. Approvals. The Agreement is hereby approved and the Mayor and City Clerk are authorized and directed to execute said Agreement on behalf of the City of Woodland.

The City Clerk shall cause the Agreement to be recorded in the Official Records of Yolo County upon execution, but in no event prior to the effective date of this ordinance.

Section 4. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Woodland.

PASSED, APPROVED AND ADOPTED this 6th day of March, 2007.

AYES:	Council Members Davies, Marble, Monroe, Flory
NOES:	Council Member Pimentel
ABSENT:	None
ABSTAINING:	None

David Flory, Mayor

Attest:

By:

Sue Vanucci, City Clerk

Approved as to Form:

By:

Ann Siprelle, City Attorney

Attached:
Reynen & Bardis Development Agreement

RESOLUTION NO. 4806

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLAND ADOPTING CEQA ADDENDUM #6 TO THE TURN OF THE CENTURY EIR AND APPROVING SPRING LAKE AMENDMENT #4 TO THE SPRING LAKE SPECIFIC PLAN

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 approved 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 approved 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 approved 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 approved the Spring Lake Specific Plan Off-Site Infrastructure Facilities.

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 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 September 16, 2004, the Planning Commission held a noticed public hearing to consider proposed EIR Addendum #5 and Spring Lake Specific Plan Amendment #3, and recommended approval to the City Council; and

WHEREAS, on October 7, 2004, the City Council held a noticed public hearing to consider the proposed EIR Addendum #5 and Spring Lake Specific Plan Amendment #3.

WHEREAS, on January 18 and February 1, 2007, the Planning Commission held a

noticed public hearing to consider proposed EIR Addendum #6 and Spring Lake Specific Plan Amendment #4, and recommended approval to the City Council; 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.

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 #6 is hereby included in or attached to the Certified EIR as required by Section 15164 of the State CEQA Guidelines.

2. Affirms that EIR Addendum #6 has been considered with the Certified EIR as required by Section 15164 of the State CEQA Guidelines.

3. Affirms that the Findings of Fact previously made in Resolution 4215 (August 15, 2000) and 4330 (December 19, 2001).

4. Adopts EIR Addendum #6 dated September 7, 2006 as attached.

5. Amends the Conditions of Approval for the Spring Lake Central Project Vesting Tentative Subdivision Map No. 4805.

6. Adopts Amendment #4 to the SLSP as attached.

PASSED AND ADOPTED by the City Council on February 27, 2007, by the following vote:

AYES: Council Members Davies, Marble, Monroe, Flory

NOES: Council Member Pimentel

ABSTAIN: None

ABSENT: None

David Flory, Mayor

Attest:

By: Sue Vanucci

Sue Vanucci, City Clerk

Approved as to Form:

By: Ann M Siprelle

Ann Siprelle, City Attorney

ATTACHMENT 8

EXHIBIT 2

[First Amendment to Development Agreement]

EXHIBIT 2

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN CITY OF WOODLAND AND WOODLAND SPRING LAKE PARTNERSHIP, L.P. (4/8/15)

This First Amendment to Development Agreement ("First Amendment") is entered into this _____ day of _____, 2015, by and between the City of Woodland, a California municipal corporation (hereinafter "CITY") and Woodland Spring Lake Partnership, L.P. ("OWNER"). City and Owner shall individually be referred to herein as a "party" and together as the "parties."

RECITALS

WHEREAS, the CITY and Reynen & Bardis Communities entered into a Development Agreement ("Agreement") on or around March 6, 2007; and

WHEREAS, OWNER is the successor in interest to Reynen & Bardis Communities; and

WHEREAS, OWNER has provided evidence satisfactory to CITY of Owner's ownership of the property that is the subject of this First Amendment, including an assignment of Reynen & Bardis' interest to Owner; and

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

WHEREAS, OWNER has applied to CITY for certain entitlements for development of its property, which is comprised of approximately 105 acres, with Yolo County Assessor's Parcel Numbers 042-580-011, -012, -037, -038, -040, -041, -043, -044, and -046, as described in **Exhibit A**, Legal Description, and **Exhibit B**, Map of Property and Its Location, attached hereto and incorporated herein (the "Property"); 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, on _____, 2015, the City Planning Commission, designated by Woodland Municipal Code Section 2-7-16 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed public hearing,

considered this First Amendment and recommended that the City Council approve this First Amendment; and

WHEREAS, following consideration of the aforementioned EIR and addendum and of CEQA related findings, the City Council held a noticed public hearing on _____, 2015, to consider the following land use entitlements for the Property, which entitlements are the subject of this First Amendment:

1) General Plan Amendment, to increase Low Density Residential (3.0 – 8.0 du/ac) acreage from 27.1 to 53.4 acres; reduce Medium Low Residential (5 – 12 du/ac) acreage from 43.2 to 23.1 acres, eliminate Medium Density (8 – 15 du/ac) acreage (formerly 9.0 acres), and increase High Density Residential (15 – 25 du/ac) acreage from 7.6 to 9.3 acres;

2) Specific Plan Amendment to add 33.3 acres of residential R-4 (3-4 du/ac) ; decrease residential R-5 acreage (4-5 du/ac) from 26.4 to 20.1 acres; decrease R-8 acreage (6-8 du/ac) from 43 to 23.1 acres; eliminate the multi-family residential R-15 (10-15 du/ac) zoning (formerly 9.3 acres); eliminate the multi-family residential R-20 (16-20du/ac) zoning (formerly 7.6 acres); and add 9.3 acres of multi-family R-25 (23-25 du/ac);

3) Rezoning to reconfigure the Spring Lake Village Center by relocating the park site, fire station, and the commercial site and to add 8.3 acres of multi-family (R-25) directly adjacent to the Village Center. The reconfiguration also includes removing the northern portion of Heritage Parkway, which will result in approximately 607 units, of which 375 will be single family residential lots: 128 R-4 lots; 100 R-5 lots; 147 R-8 lots and 3 R-25 lots; and

4) Tentative Subdivision Map 50275) This First Amendment to the Development Agreement.

.

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

1. Amendment to Section 2.7. The addresses provided in Section 2.7 of the Agreement are hereby amended to read as follows:

If to CITY: Paul Navazio, City Manager
City of Woodland
300 First Street
Woodland, CA 95695

With a copy to: Kara K. Ueda
Best Best & Krieger LLP

500 Capitol Mall, Suite 1700
Sacramento, CA 95814

If to OWNER: Woodland Spring Lake Partnership, LP
940 Emmett Avenue, #200
Belmont, CA 94002
Attention: John Glikbarg

With a copy to: Les Hock
HCM, Inc.
10630 Mather Boulevard
Sacramento, CA 95655

2. Deletion of Section 4.2 Fiscal Deficit Mitigation Fee. Section 4.2 of the Agreement is hereby deleted and restated in Exhibit I, which lists "Development Impact and Other Fees."

3. Amendment to Section 4.3 regarding Development Impact Fees. Section 4.3 of the Agreement relating to Development Impact fees is hereby deleted in its entirety and amended to read as follows:

4.3.1 Spring Lake Fees. OWNER shall pay all Spring Lake Fees set forth in **Exhibit "I,"** attached hereto and incorporated herein.

4.3.2 Time of Payment. CITY may, in its sole discretion, collect any of the fees required pursuant to Subsection 4.3.1 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.

4.3.3. Future Development Impact Fees. The Parties hereby agree that OWNER shall pay all applicable Development Impact Fees, including Major Projects Financing Plan Fees (MPFP) and Spring Lake Infrastructure Fees (SLIF), at the then-current amounts of such fees. at the time they are paid by OWNER.

4.3.4 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 "I", any increase or amendment of any Development Impact Fee or any combination thereof. Nothing contained in Subsection 4.3.4 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees.

4. Amendment to Section 4.12 regarding the Inclusionary Housing Agreement. Section 4.12 is amended to include the sentence, " Any previously approved Inclusionary Housing Agreement shall be amended to include reference to payment of the affordable housing in-lieu fee, as provided in Exhibit I, as satisfying the single-family low-income affordability requirement"

5. Deletion of Section 4.13 regarding Payment of Off-Site Affordable Housing Fee. Section 4.13 is hereby deleted in its entirety, the contents of which are restated in Exhibit I, which lists "Spring Lake Fees."

6. Deletion of Section 4.15 regarding Funding for Public Transit. Section 4.15 is hereby deleted in its entirety, the contents of which are restated in Exhibit I, which lists "Spring Lake Fees".

7. Deletion of Section 4.16 regarding Habitat Monitoring and Farming Education. Section 4.16 is hereby deleted in its entirety, the contents of which are restated in Exhibit I, which lists "Spring Lake Fees."

8. Amendment to Section 4.17. Section 4.17 of the Agreement relating to the dedication of public land is hereby amended to read as follows:

> 4.17 Lot "B" shall be shown on tentative and final maps as reserved for a Fire Station/Public Use. When notified by the City in writing, OWNER shall dedicate Lot B to the City within 60 days at no cost to the City, but no later than the final map that includes the 300th single family lot. Owner has offered to dedicate Lot B to the City at no cost.

9. Amendment to Section 4.19. Section 4.19 of the Agreement relating to the Spring Lake Village Center and Central Park is hereby amended to read as follows:

> 4.19 Spring Lake Urban Village Center and Central Park Development. Land price for the Central Park shall be set at One Hundred Twenty-five Thousand Dollars ($125,000) per acre. A master plan for Lots "A", "B", and l376 (4.0 acre park site, 1.0 acre fire station, and 5.1 acre commercial site respectively) shall be submitted for review and approval by CITY prior to approval of the final map that has the 100th lot. Owner has agreed to grant lot A, Central Park, to the City at a cost not to exceed $125,000 per acre. CITY and OWNER shall enter into a purchase and sale agreement after adoption of the Master Plan prior to approval of the final map that has the 200th lot. The CITY and OWNER shall agree to the scope and cost of the master plan. The master plan shall include possible uses, access, parking, and conceptual layout, landmark feature per Design Standard 4.12 and shall illustrate the interface of the commercial, park, and multi-family parcels to achieve a compact, pedestrian oriented Urban Village Center development style offering opportunities to live, work, shop, learn, and play in a unique, attractive and engaging environment at densities and intensities that support transit usage. There would be a select mix of uses and high quality

design,that promotes the health, well-being, physical activity and social interaction of residents, workers and visitors. The design would include a multi-modal main street which is the southerly extension of Pioneer Avenue, south of Parkland Avenue at the curve, located between the commercial and multi-family parcels. The Commercial properties should be multi-story mixed use with ground floor retail and office/residential above. The Multi-Family units should be multi-story, alley-loaded and street-facing, to encourage pedestrian activity and community interaction.

10. Deletion of Section 4.24 regarding Fire Department Operation and Maintenance Funding. Section 4.24 is hereby deleted, the contents of which are restated in Exhibit I, which lists "Spring Lake Fees."

11. Deletion of Section 4.25 regarding Affordable Housing Fund. Section 4.25 is hereby deleted, the contents of which are restated in Exhibit I, which provides for Affordable Housing in-lieu fee and funding.

12. Renumbering the Section 4.18, found on page 16 of 25 of the original DA to 4.27. The redundant section 4.18 on page 16 of the Agreement is hereby renumbered to be Section 4.27.

13. Renumbering section 4.19 found on page 16 of 25 of the original DA to 4.28 and Amendment of 4.28 to amend the language regarding conditions of approval. The redundant Section 4.19 on page 16 of the Agreement is hereby renumbered to be Section 4.28. The following language is also added to new Section 4.28:

Conditions of Approval. OWNER shall be subject to those conditions of approval, including tentative map conditions of approval, set forth in Exhibit "C."

14. Addition of Section 4.29 regarding Future Rezone Requests

4.29 Supermajority Required for Future Commercial or Multi-Family Rezone Requested Actions.

At any time, should OWNER request the consideration for a General Plan Amendment and Rezone of any one, partial or combination of the properties located within the Urban Village Center , including lots A (4.0 acre park), 376 (5.1 acre commercial), 377 (4.8 acre R-25) or 378 (3.5 acre R-25), then a supermajority of the Council, (consisting of at least 4 votes), is required to take action on the request. Full consideration of all Spring Lake Infrastructure Fee (SLIF) modifications shall be evaluated and any negative fiscal imbalance corrected either through payment of a one-time fee or on an equivalent amount assigned on per-lot basis, if appropriate.

15. Replacement of Exhibit A. Exhibit A of the Agreement regarding the Legal Description is hereby replaced with a new Exhibit A, attached hereto and incorporated herein.

16. Replacement of Exhibit B. Exhibit B of the Agreement regarding the Map of Property and its Location is hereby replaced with a new Exhibit B, attached hereto and incorporated herein.

17. Replacement of Exhibit C. Exhibit C of the Agreement regarding Findings and Conditions of Approval is hereby replaced with a new Exhibit C, attached hereto and incorporated herein to contain the Development Map and Findings and Conditions of Approval and a listing of the coincident Plan Amendments and Approvals.

18. Replacement of Exhibit D. Exhibit D of the Agreement regarding Land Use Regulations is hereby replaced with a new Exhibit D, attached hereto and incorporated herein, to reference all existing land use regulations, including amendments.

19. Replacement of Exhibit G. Exhibit G of the Agreement, the Memorandum of Agreement, is hereby replaced with a new Exhibit G, attached hereto and incorporated herein.

20. Addition of Exhibit I of the Agreement, Spring Lake Fees. Exhibit I of the Agreement is hereby added to the Agreement to consolidate in one location the summary of the Spring Lake Fees and other fees identified in the Agreement for the Project.

21. General Provisions.

a. Counterparts. This First Amendment may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

b. Waiver. No waiver of any provision of this First Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

c. Governing Law. The validity and interpretation of this First Amendment shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

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

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

f. Integration. This First 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 First Amendment, the provisions of the Agreement shall govern the

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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 First Amendment. To the extent this First Amendment conflicts with the Agreement, this First Amendment supersedes such previous document. In all other respects, the parties reaffirm and ratify all other provisions of the Agreement.

g. Incorporation of Amendment. From and after the Effective Date of this First 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 First Amendment.

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

22. Effective Date. The City Council, following a duly noticed public hearing, has authorized the execution of this First Amendment by its City Manager and attestation by its City Clerk pursuant to the authority of Ordinance No. _____ (the "Adopting Ordinance") adopted by the City Council of the City of Woodland on _____, 2015. This First Amendment shall be effective upon the later of thirty (30) days after the adoption of the Ordinance or full execution of this First Amendment by the parties hereto.

23. Memorandum. The City Clerk shall record a Memorandum of this First Amendment in the Official Records of Yolo County within ten days following the Amendment Effective Date.

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

CITY:

By: _____
Its: _____

Attest:

_____
Ana B. Gonzalez, City Clerk

Approved as to Form:

_____
Best Best & Krieger LLP, City Attorney

OWNER:

By:_____
Its:_____

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EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

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LEGAL DESCRIPTION

PARCEL 1:

A PORTION OF THE SOUTHWEST QUARTER OF SAID SECTION 3, TOWNSHIP 9 NORTH, RANGE 2 EAST, M.D.B. & M., OF THAT CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, RECORDED NOVEMBER 9, 2005, AS DOCUMENT NO. 2005-0056195-00, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, MARKED BY A 1-1/2" IRON PIPE;

THENCE ON THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 3, NORTH 01° 02' 05" EAST, 1,424.14 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID LINE, NORTH 01° 02' 05" EAST, 428.63 FEET;

THENCE LEAVING SAID EAST LINE, NORTH 88° 49' 15" WEST, 164.89 FEET;

THENCE NORTH 00° 59' 32" EAST, 25.82 FEET;

THENCE NORTH 88° 51' 32" WEST, 2,213.70 FEET;

THENCE NORTH 00° 21' 43" EAST, 230.72 FEET;

THENCE NORTH 85° 48' 29" WEST, 248.05 FEET TO THE WEST RIGHT OF WAY LINE OF COUNTY ROAD 101 AS SHOWN ON SAID MAP;

THENCE ON SAID WEST LINE, SOUTH 00° 21' 30" WEST, 699.13 FEET;

THENCE SOUTH 88° 52' 20" EAST, 2,620.74 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION OF SAID LAND LYING WITHIN THE LAND DESCRIBED IN THE DEED TO THE CITY OF WOODLAND, RECORDED MAY 27, 2011 AS INSTRUMENT NO. 2011-0014841-00 OF OFFICIAL RECORDS.

PARCEL 2:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E. M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 3 THAT BEARS NORTH 1 DEGREES, 08' 34" EAST, 1,015.18 FEET FROM THE SOUTH QUARTER OF SAID SECTION 3, AS SAID QUARTER CORNER IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 9 OF MAPS AND SURVEYS, PAGE 20, YOLO COUNTY RECORDS;

THENCE FROM SAID POINT OF BEGINNING, NORTH 88 DEGREES, 46' 00" WEST, 2,615.66 FEET TO A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101;

LEGAL DESCRIPTION
(continued)

THENCE ALONG THE WEST LINE OF SAID COUNTY ROAD, NORTH 0 DEGREES, 27' 50" EAST, 409.00 FEET;

THENCE LEAVING SAID COUNTY ROAD, SOUTH 88 DEGREES, 46' 00" EAST, 2,620.51FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 3;

THENCE ALONG SAID EAST LINE, SOUTH 1 DEGREES, 08' 34" WEST, 408.96 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION OF SAID LAND LYING WITHIN THE LAND DESCRIBED IN THE DEED TO THE CITY OF WOODLAND, RECORDED MAY 27, 2011 AS INSTRUMENT NO. 2011-0014841-00 OF OFFICIAL RECORDS.

PARCEL 3:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T. 9N., R. 2E., M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THAT BEARS NORTH 1 DEGREE 08' 34" EAST, 1,015.18 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 3, AS SAID QUARTER CORNER IS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED IN BOOK 9 OF MAPS AND SURVEYS, AT PAGE 20, YOLO COUNTY RECORDS;

THENCE FROM SAID POINT OF BEGINNING, SOUTH 1 DEGREE 08' 34" WEST, ALONG SAID EAST LINE, A DISTANCE OF 409.73 FEET TO THE NORTHEAST CORNER OF PROPERTY CONVEYED TO VIVIAN C. HUTTMAN, BY DEED DATED SEPTEMBER 10, 1962, RECORDED JANUARY 2, 1963 IN BOOK 698, OF OFFICIAL RECORDS, AT PAGE 516;

THENCE ALONG THE NORTH LINE OF SAID HUTTMAN PROPERTY, NORTH 88 DEGREES 46' 00" WEST, 2,610.81 FEET TO A POINT ON THE WEST LINE OF COUNTY ROAD NO. 101;

THENCE ALONG THE WEST LINE OF COUNTY ROAD NO. 101, NORTH 0 DEGREES 27' 50" EAST, 409.77 FEET;

THENCE LEAVING SAID COUNTY ROAD, SOUTH 88 DEGREES 46' 00" EAST, 2,615.66 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THE POINT OF BEGINNING.

EXCEPT ANY PORTION OF SAID LAND LYING WITHIN THE LAND DESCRIBED IN THE DEED TO THE CITY OF WOODLAND, RECORDED MAY 27, 2011 AS INSTRUMENT NO. 2011-0014841-00 OF OFFICIAL RECORDS.

PARCEL 4:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 3, T9N. R. 2E., M.D.B. & M., DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION
(continued)

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 2, OF THAT CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, RECORDED SEPTEMBER 27, 2007, AS DOCUMENT NO. 2007-0033700-00, OFFICIAL RECORDS, SAID CORNER BEING ON THE SOUTHERLY LINE OF SECTION 3;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF SECTION 3, NORTH 88° 53' 12" WEST, 1,510.01 FEET;

THENCE ALONG THE FOLLOWING EIGHTEEN (18) COURSES:

1) ALONG THE ARC OF A 800.50 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, THROUGH A CENTRAL ANGLE OF 7° 55' 51", A DISTANCE OF 110.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 23° 54' 41" EAST, 110.71 FEET;
2) NORTH 14° 22' 02" WEST, 63.92 FEET;
3) NORTH 56° 49' 10" WEST, 386.64 FEET;
4) SOUTH 43° 43' 18" WEST, 89.68 FEET;
5) SOUTH 35° 45' 59" WEST, 49.20 FEET;
6) SOUTH 19° 25' 43" WEST, 49.13 FEET;
7) SOUTH 02° 52' 52" WEST, 50.97 FEET;
8) SOUTH 02° 26' 14" EAST, 54.99 FEET;
9) SOUTH 00° 03' 55" EAST, 55.00 FEET;
10) SOUTH 00° 13' 01" WEST, 55.00 FEET, TO A POINT ON SAID SOUTHERLY LINE OF SECTION 3;
11) THENCE ALONG SAID SOUTHERLY LINE OF SECTION 3 NORTH 88° 53' 12" WEST, 376.14 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 101;
12) ALONG SAID EASTERLY RIGHT-OF-WAY OF COUNTY ROAD 101 NORTH 00° 18' 51" EAST, 208.71 FEET;
13) THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY NORTH 88° 53' 12" WEST, 50.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 101;
14) ALONG SAID WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 101, NORTH 00° 18' 51" EAST, 396.80 FEET;
15) THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY SOUTH 88° 53' 12" EAST, 2,609.88 FEET;
16) SOUTH 01° 02' 05" WEST, 440.46 FEET;
17) NORTH 88° 53' 12" WEST, 264.00 FEET;
18) SOUTH 01° 02' 06" WEST, 165.00 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION OF SAID LAND LYING WITHIN THE LAND DESCRIBED IN THE DEED TO THE CITY OF WOODLAND, RECORDED MAY 27, 2011 AS INSTRUMENT NO. 2011-0014841-00 OF OFFICIAL RECORDS.

END OF LEGAL DESCRIPTION

EXHIBIT B
MAP OF PROPERTY AND ITS LOCATION

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PROJECT INFORMATION

SITE DESCRIPTION:	Portion of the Southwest Quarter of Section 3, Township 9 North, Range 2 East, M.D.B.& M.
ASSESSORS PARCEL NUMBERS:	042-580-008, -037, -038, -040, -041, -043, -044, -049
OWNER/SUBDIVIDER:	Woodland Spring Lake Partnership L.P. 940 Emmett Ave. #200 Belmont, CA 94002
OWNER:	Centex Homes (042-580-008) 6210 Stonebridge Mall Road, #500 Pleasanton, CA 94588
ENGINEER:	Cunningham Engineering 2940 Spafford Street, Suite 200 Davis, CA 95618 (530) 758-2026
LAND PLANNER:	Walters Land Planning 7498 Griggs Way Sacramento, CA 95831 (916) 502-1723
EXISTING ZONING:	SLSP- R-5, R-8, R-15, R-20, Parks, Commercial, Schools/Fire, Greenbelt
PROPOSED ZONING:	SLSP- R-4, R-5, R-8, R-25, Parks, Commercial, School/Fire, Greenbelt

FLOOD ZONE:	"X"
SERVICES	
SEWER/WATER:	City of Woodland
DRAINAGE:	City of Woodland
FIRE:	City of Woodland
SCHOOL:	Woodland Joint Unified School Dist.
ELECTRIC/GAS:	PG&E
CABLE:	Charter Communications
NUMBER OF LOTS:	375; Total Residential Lots 147; 45 x 95' lots (typ.) 100; 55 x 105' lots (typ.) 128; 65 x 105' lots (typ.) 1; Commercial lot 3; Multi-family lots 1; Park Lot 3; Parkway Lots 9; Paseo/landscape Lots 1; Fire Station Lot 393; TOTAL LOTS
AREA:	105.7± Acres Gross

NOTES

1) Dimensions & areas shown are approximate and subject to change.
2) Subdivider reserves the right to file multiple final maps.
3) No structures exist on the site.
4) The following existing easements to be abandoned;
   - Portion of existing right-of-way County Road 101 per Subdivision Map Act.
   - Temporary construction and maintenance easements per preliminary title report.
5) A 7-foot public utility easement proposed adjacent to all streets except Heritage Parkway, Parkland Avenue, and Pioneer Ave.
6) Street names with letter/number designations are for planning purposes. Actual street names to be process as part of Final Map.
7) This tentative map conforms to all requirement of the California Subdivision Map Act and the City of Woodland Subdivision Ordinance (see Design Modifications).
8) Street Sections, grading/drainage, & water/sewer shown on separate sheets.
9) Refer to the Spring Lake Specific Plan for development standards.
10) Affordable housing unit locations to be determined.
11) This is an application for a development permit.

Design Modification

△ Shortened intersection tangent length at labeled intersections.

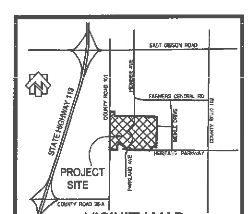
Intersection Curb Radii Table

Intersection Type	Minimum Radii at Face of Curb
Local to Local	25'
Local to Collector	30'
Collector to Collector	35'
Collector to Arterial	35'
Arterial to Arterial	35'

PROJECT SUMMARY

Zoning	Lot Type	Lots/Units	Area+/-	Density
R-4	65 x 105' typ.	128	33.3 ac.	3.8 du/ac.
R-5	55 x 105' typ.	100	20.1	5.0 du/ac.
R-8	45' x 95' typ.	147	23.1	6.4 du/ac.
Subtotal		375		
R-25	Apartments	233	9.3	25 du/ac.
Totals		608	85.7	
	Commercial		5.1	
	Park		4.0	
	Parkway		0.9	
	Fire Station		1.0	
	Major Roads		8.9	
Total			105.7	

Residential areas include paseo lots and exclude parkway lots.



VICINITY MAP
- nts -

0 100 ft

Sheet Index

Tentative Map	1
Grading and Drainage Plan	2
Water and Sewer Plan	3
Sections and Details	4

Subdivision Map # 5027
Revised Tentative Map
Spring Lake Central

City of Woodland, California
Scale: 1"=100'
(when printed 36 x 36")
March 8, 2013
Revised; November 5, 2014

WALTERS LAND PLANNING

SHEET #1

12-7

EXHIBIT C

Resolution No ____ Amending the General Plan
Resolution No. _____ Amending the Spring Lake Specific Plan
Tentative Subdivision Map No. 5027
Conditions of Approval Approved _____, 2015

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EXHIBIT D
EXISTING LAND USE REGULATIONS

Spring Lake Specific Plan (Adopted December 18, 2001, Resolution 4330, as Amended November 19, 2002, Resolution No 4399 and December 12, 2002 Resolution 4406, and as otherwise amended through April 7, 2015

Spring Lake Specific Plan Design Standards (Adopted May 20, 2003 Resolution No 4433) and as amended Resolution No 6257

Spring Lake Specific Plan Affordable Housing Plan (Adopted May 20, 2003) as amended July 1, 2014

Spring Lake Specific Plan Agricultural Land Mitigation Program (Adopted February 18, 2003 Resolution 4421 and Amended November 18, 2003 Resolution No 4492)

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EXHIBIT G
MEMORANDUM OF AGREEMENT

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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

Spring Lake Central Development Agreement Ordinance No. _____

This Memorandum of Agreement is made and entered into by and between Woodland Spring Lake Partnership, L.P. 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 OWNER hereby agree to be bound by all of the terms and conditions contained in the First Amendment to the Development Agreement, as adopted by the City Council of the City of Woodland by Ordinance No. ____ , 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.

Woodland Spring Lake Partnership, L.P.

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

DRAFT

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]

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EXHIBIT I
SPRING LAKE FEES

DRAFT

ATTACHMENT 9

FINDINGS FOR THE SPRING LAKE CENTRAL PROJECT INCLUDING A GENERAL PLAN AND SPECIFIC PLAN AMENDMENTS; TENTATIVE SUBDIVISION MAP # 5027 , AND DEVELOPMENT AGREEMENT (PC vs 04.09.15)

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 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; **d)** Addendum #4 adopted 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 form the Spring Lake Planning Group LLC); **f)** Addendum #6 (Resolution No 4806) adopted February 27, 2007, for the purposes of amending the Plan based on a request by Reynen and Bardis); **g)** Addendum #7 (Resolution No. 5146) adopted November 16, 2010, for the purposes of amending the Plan based on a request by the Gibson Ogden Investors, LLC to remove a bike overcrossing and path); **h)** Addendum # 8 (Resolution No. 5159) adopted December 14, 2010, for the purposes of amending the Plan based on a request by Cal West Investors, LLC to modify land use designations and rezone a school site; **i)** Addendum #9 (Resolution No. 6117) adopted March 5, 2013, for the purposes of amending the Plan based on a request by the Turn of the Century, LLC to modify land use designations and shift the R-15 site; **j)** Amendment #10 (Resolution 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); and **k)** Amendment #11 adopted February 3, 2015, to amend the Spring Lake Specific Plan land use designations to rezone the R-15 and Neighborhood Commercial Sites to R-8 and reconfiguring the 8-acre park site for the Cal West and Optimistic project site.

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.

1. **General Plan Consistency Findings:**The project is consistent with the goals and policies of the General Plan in that The proposed modification provides for a more economically viable land use designation for single family residential densities that the current housing market will more readily absorb and support. The increased density for the multi-family housing allows for the possibility of an urban village development concept that increases the likelihood for transit and viability of the proposed commercial uses;

2. The project is consistent with the goals and policies of the Housing Element by providing for a variety of housing types and by meeting the requirements of the Spring Lake Affordable Housing Plan as conditioned.

Spring Lake Specific Plan Consistency Findings:

1. The project is consistent with the policy language (goals, policies and objectives) of the SLSP based upon a detailed analysis performed comparing the project proposal to each

section of the SLSP and through various conditions or components of the Development Agreement, consistency has been ensured.

2. The project is consistent with the land use summary and other relevant plan text throughout the SLSP in that the project itself will have a single family to multi-family ratio of 62% single-family units (375) to 38% multi-family units (232), but results in a Plan wide ratio of 72% single family to 28% multi-family. This is closely aligned with the Plan goal of 71% single-family units and 29% multi-family units.

3. The project is substantially consistent with the land use designations, roadways, and bike paths identified in the SLSP.

4. The project is consistent with the Development Regulations in the SLSP including a determination of substantial consistency with Regulations 2.6, 6.1, 6.4, and 6.7, which precluded submittal of final maps until infrastructure plans are completed and tentative maps made consistent, if applicable.

5. The project is consistent with the SLSP Design Standards and SLSP Affordable Housing Plan.

Zoning Consistency Findings:

1. Single family Residential (R-1) zoning is identified on page 2-22 of the Specific Plan as a consistent zone within the R-4, R-5, and 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 for TSM No 5027:

1. The proposed Tentative Subdivision Map is consistent with the City's General Plan, including the Housing Element, and the Spring Lake Specific Plan. The proposed Tentative Map will implement the General Plan by providing the opportunity for development of for-sale, single family housing within the community and by providing for additional recreational opportunities at the neighborhood level. The Tentative Subdivision Map is also consistent with the City's Community Design Guidelines.

2. The Tentative Subdivision Map depicts a site that is physically suitable for development. There are no conditions that would render the Property unsuitable for residential development.

3. The Project site is physically suitable for the proposed density of development. The site is of a sufficient size and shape to allow the proposed density, and the subdivision will be able to accommodate the future development of residential units given the shape and topography of the Project site. The development project is also consistent with the land use designations specified in the Spring Lake Specific Plan.

4. The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The Biological Resources Assessment (Parlin Spring Lake I, Foothill Associates, March 16, 2005) shows that there would not be any significant and unavoidable impacts related to existing habitat. SLSP Mitigation measures regarding biological studies prior to construction activity are required.

5. The design of the proposed subdivision will not cause serious public health problems and is not anticipated to have any negative impacts on Project residents or occupants of the surrounding area.

6. The subdivision design will not conflict with easements acquired by the public at large, for access through or use of property with the proposed subdivision, absent alternative, equivalent easements. Any new easements have been made conditions of map approval.

7. The tentative map is in conformance with the applicable provisions of the Subdivision Ordinance and Zoning Ordinance of the City.

8. The tentative map is in conformance with the Subdivision Map Act.

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 SPRING LAKE CENTRAL PROJECT INCLUDING A GENERAL PLAN AND SPECIFIC PLAN AMENDMENTS, TENTATIVE SUBDIVISION MAP #5027 , AND DEVELOPMENT AGREEMENT

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

Planning Department

1. Project Approval. The project is as described in the staff report for the Spring Lake Central General Plan and Specific Plan Amendments, Tentative Subdivision Map 5027, and First Amendment to the Development Agreement prepared for the Planning Commission on April 16, 2015, City Council on ___, 2015. The project shall be substantially (as determined by the City) constructed as depicted on the maps and exhibits included in the February 5, 2015 staff report for the Spring Lake Central project, except as modified by these conditions of approval.

2. Indemnity. The applicant shall defend, indemnify, and hold harmless the City of Woodland, its agents, officers or employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul an approval of the subject application by the City, its legislative body, advisory agencies or administrative officers. The City will promptly notify the applicant of any such claim, action or proceeding against the City and the applicant will either, at the City's discretion, undertake defense of the matter and pay the City's associated legal costs, or will advance funds to pay for defense of the matter by the City Attorney.

3. Design Review. For all residential uses, final site plans, architectural plans, elevations, and landscape plans shall be submitted for review and approval by the Planning Commission to ensure consistency with the Spring Lake Specific Plan and Spring Lake Design Standards. (All mechanical equipment, whether roof mounted or on the ground, shall be fully screened from view (Development Regulation 2.21 Utility Facilities). All antennas shall be placed in building interiors. Satellite dish antennas are prohibited on roofs. Units shall be energy efficient pursuant to Development Regulation 2.25 (Energy Efficiency). Dwelling units shall be oriented toward the street pursuant to Development Regulation 2.31 (street loading), SLSP Development Regulations 2.35.3 (separated entry walks), 7.5 (Fireplaces), 7.6 (air conditioning), 7.7 (wiring), 7.10 (energy efficiency), 7.16 through 7.18 and 7.20 and 7.21.1 and 7.21.2 (relating to energy conservation.)

4. Setbacks and Lot standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 of the Spring Lake Specific Plan.

5. Landscape Plan Submittal. Detailed Landscape and Irrigation plans shall be submitted and approved by the Community Development Department concurrent with public improvement plans and prior to issuance of the first building permit. Landscape plans shall specify the following:

a) Locations, size, and quantity of all plant materials.

b) A plant legend specifying species type (botanical and common names), container size, maximum growth habit, and quantity of all plant materials.

c) Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines, and other pertinent site plan features.

d) Planting and installation details and notes including soil amendments.

e) 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.

f) Details of all irrigation (drip, sprinkler, and bubbler) as well as equipment such as backflow controller and water meter devices identified.

6. Street Tree Master Plan. A Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plan shall be reviewed for conformance with the Spring Lake Design Standards and shall be reviewed and approved by the Community Development Department and the City's Public Works Department – Tree Division. OWNER shall submit a soils test, which will assist in appropriate species selection, prior to issuance of the first building permit.

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. Utility Design. The location of all utility structures shall be coordinated with, and depicted on, the landscaping plans. Location and installation of utility structures shall be to the satisfaction of the Community Development Director and City Engineer. Public utility lines, along public street frontages and /or landscaped areas shall be underground type unless otherwise approved by the Community Development Director and City Engineer. OWNER shall ensure consistency with Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities), and 6.17 through 6.19 (general utility requirements).

9. Light pole location. Light poles shall not conflict with planting or shade trees throughout the site. OWNER shall submit plans for review and approval prior to issuance of final map.

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

11. Compliance with State Water Conservation Ordinance. All yards and public landscaping shall be in compliance with City's water conservation ordinance and any applicable state Water Efficient Landscape Ordinance AB 1881, as well as water conserving requirements in the Spring Lake Specific Plan and Spring Lake Design Standards. Plans shall be reviewed by the City for compliance prior to issuance of first building permit.

12. Residential Fencing. All wood fence post and foundations shall be constructed of galvanized steel, reinforced concrete, or masonry. No treated wood materials in contact with the ground will be permitted. All wood fencing shall be stained with a water sealant to prevent water damage and staining. All required notes/details shall be provided on plans prior to the issuance of permits. Fencing shall comply with Section 2.9 of the SL Design Standards.

13. Park and Greenbelt Adjacent Fencing. All fencing adjacent to the park shall be enhanced materially and aesthetically. Fencing shall comply with Section 2.9 (c) of the SL Design Standards. All wood fencing shall be stained with a water sealant. Fence design shall be submitted for review and approval prior to the issuance of first building permit.

14. Prohibit RV Parking. Provisions in the CC& Rs for the Single Family 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.

15. 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.

16. 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.

17. Trash and Recycling Container Storage. All future development shall meet the requirements for trash and recycling container storage as provided in Design Standard 2.8. Information shall be provided on plans prior to issuance of first building permit.

18. Lot width. Lot width shall be varied (SLSP 2.35.5). Prior to approval of the final map, lot widths shall be modified to provide that no more than three (3) lots of the same lot width shall be located a row and that a minimum 3 feet variation is required. This condition may only be changed upon a finding of necessity, design impracticality, or economic infeasibility, as determined by the Community Development Director.

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

In addition, OWNER shall have all homes be photovoltaic ready, and each home shall have outlets for electric vehicles in every garage or at the discretion of the Community Development Director. All homes shall be photovoltaic ready for a minimum 4-kilowatt solar panel system. Each home shall: **1)** be pre-wired, **2)** have adequate roof strength to handle solar panels, **3)** south facing roofs to have few penetrations in order to accommodate solar panels, **4)** a 200 amp main electrical panel, **5)** space provided adjacent to main panel for

solar disconnect and associated equipment (inverter). Each home shall have a dedicated 240-volt, 20-amp circuit for electric vehicle charging station in every garage, **6)** Garages shall have adequate ventilation as required for vehicle charging stations. Modification to any of the above requires a finding of necessity, design impracticality, or economic infeasibility, as determined by the Chief Building Official.

20. Privacy Walls. The required privacy walls shall be designed and constructed to be consistent with the existing adjacent privacy walls. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of building permits. Landscaping and construction of the privacy walls shall occur concurrently with development. Privacy walls along the following road frontages, excepting road intersections and pedestrian connections, shall be constructed:

a) The north side of Heritage Parkway commencing at the eastern corner of map 4805 (Lot 220) extending along Heritage Parkway and extending west to Parkland Avenue (Lot 358); and,

b) Along the east side of Parkland Avenue between Heritage Parkway and Pioneer Avenue; and,

c) Along the north side of Parkland Avenue from Pioneer Avenue to Harry Lorenzo Avenue; and,

d) Along both sides of Pioneer Avenue from Parkland Avenue to the northern boundary of map 4805.

The design of the walls shall be submitted to the Community Development Director and Public Works Director for approval prior to issuance of first building permit. This design shall satisfy the requirements of the SLSP Design Standards (Section 6.2.2, Privacy Walls, see photograph and description).

21. Interconnecting Walks and Pathways. Interconnecting walks and pathways shall be a minimum of 25 feet wide and landscaped consistent with Section 6.9 of the SL Design Standards. Details of the path design shall be provided on landscape plans prior to the issuance of building permits. OWNER shall be responsible for constructing eight (8) connecting access paths:

a) Lot "C" - between House Drive and Harry Lorenzo Avenue; and

b) Lot "D" - between "B" Way and Parkland Avenue; and

c) Lot "E" - between Goode Drive and Parkland Avenue; and

d) Lot "F" - between 10 Court and Pioneer Avenue; and

e) Lot "G" - between 9 Court and Pioneer Avenue; and

f) Lot "H" - between 8 Court and Parkland Avenue; and

g) Lot "I" - between 7 Court and Parkland Avenue; and

h) Lot "J" - between Lot "K" (Greenbelt) and Motta Street; and

The pathways shall be designed to be ADA accessible. OWNER shall submit proposal and timing of construction to be reviewed and approved by the City. The proposal shall be submitted prior to issuing the first building permit.

22. Greenbelts. OWNER shall construct the Lots "K", "L", "M" greenbelt at the time of construction of the residential lots adjacent to Lots "K", "L", "M". The timing may only be modified by the Community Development Director after making a finding of necessity, design impracticality, or economic infeasibility. OWNER shall provide benches and bike racks for the Lots K", "L", "M" greenbelt to the satisfaction of the Community Development Department. OWNER shall submit proposal and timing of construction to be reviewed and approved by the City. The proposal shall be submitted prior to issuing the first building permit.

23. Entry signs. Per the Spring Lake Specific Plan (2.33 & 4.12) and the Spring Lake Design Standards (1.6), the OWNER shall construct a Landmark Feature, Minor Entry, and Neighborhood entry signs at the following locations:

1) Parkland Avenue & Pioneer Avenue (Landmark or Monumentation feature)

2) Harry Lorenzo Avenue & Parkland Avenue (Minor Entry)

3) Galvin Way & Pioneer Avenue (Neighborhood entry)

4) Heritage Parkway & "H" Drive (Neighborhood entry)

5) Neighborhood sign for each subdivision and other signs at the discretion of the Community Development Director

Construction of the Landmark feature and Minor Entry signs shall be concurrent with the adjacent intersection improvements unless the Community Development Director makes a finding of necessity, design impracticality, or economic infeasibility that will permit construction delay or otherwise determines that such construction may be delayed. Construction of the Neighborhood Entry signs shall be concurrent with construction of the adjacent neighborhood unless the Community Development Director makes a finding of necessity, design impracticality, or economic infeasibility that will permit construction delay or otherwise determines that such construction may be delayed.

A design specification for these features shall be prepared for approval by the Community Development Director and Public Works Director. Prior to approval of the first Final Map, the applicant shall be required to submit a design theme for all entry features. The design theme shall be consistent with the SLSP Design Standards and to the satisfaction of the Community Development Director.

24. Lots "K", "L", "M" Adjacent Lots. Lots adjacent to Lots "K", "L", "M" (Greenbelt) shall have homes constructed with "wrap around" porches or patios to provide additional opportunity for "eyes on the greenbelt". Garages and driveways are prohibited from be constructed on the Greenbelt side of lots abutting Lot "K", "L", "M" or at the discretion of the Community Development Director.

25. Block Length: OWNER shall provide further design enhancements to reduce the visual appearance of a long unbroken residential block. This condition is placed on the following 4 blocks and shall be a Design Review requirement for the subdivision:

a) The Heritage Parkway block (Lots 358 - 375), between Parkland Avenue and "H" Drive,

b) The block on the north side of Galvin Way and east side of Brubaker Street,

c) The two blocks bounded "F" Way & "G" Way, and Galvin and McNary Way,

26. Fencing: Fencing along Lots "K", "L", "M" (Greenbelt) shall be constructed with a 4-foot solid fence (4-foot maximum height for solid fence). 6-fences tall fences shall require the fence to have 50% open (transparent) fence style for the upper 2-feet of the fence.

27. Fence. Post and rail fence shall be constructed at the northern and southern ends of Lots "K", "L", "M" (Greenbelt) on the bike path to the satisfaction of the Community Development Department.

28. Noise Level Requirements: The design of the Spring Lake Central project shall comply with the exterior and interior noise level requirements of the Noise Element of the City of Woodland General Plan. Prior to approval of the Final Map, in accordance with the noise study prepared for the project dated April 18, 2005, the following shall occur:

a) Two and three story residential building plans for lots adjacent to Parkland Avenue and Pioneer Avenue should be reviewed by a qualified acoustical professional to ensure that noise levels in habitable rooms on the upper floors will comply with the interior noise level standard of 45 dB Ldn.

b) When lot design and final grading plans become available, they should be reviewed by a qualified acoustical professional to ensure that the site design and grading do not affect the conclusions of the acoustical study.

c) Air conditioning or other suitable mechanical ventilation should be provided to allow residents to close windows for the desired acoustical isolation.

29. R-25 Sites: Bicycle parking for attached units (R-25) shall be provided at a minimum of 2 per units, unless the Community Development Department finds such parking is unnecessary, cannot be practically designed, or is economically infeasible. Bicycle parking shall be highly visible, in a secure location, and, to the greatest extent feasible, located in a covered area. Bicycle parking shall also be located close to, and within direct access to, residential buildings.

30. 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 offering period, the subdivider shall be required to demonstrate if the required reporting, that the lots were offered at a fair market price. This will entail the provision of an appraisal by a qualified professional appraiser. If appraisal indicates that the offered price unreasonably exceeded the fair market price, the lots shall be re-offered for an additional 45 days at a fair market price.

31. Septic System: In accordance with the Phase I Environmental Site Assessment, any septic system encountered shall be removed in accordance with Yolo County Environmental Health Department Regulations.

32. Pedestrian Circulation: Where pedestrian circulation crosses vehicular routes, a change in grade, materials, textures, or colors shall be provided to emphasize the conflict point and improve its visibility and safety, unless the Community Development Director makes a finding of necessity, design impracticality, or economic infeasibility.

33. Duplex Lots: In the R-5 Zone, fifty percent (50%) of the corner lots shall be duplexes or half-plexes. There are 12 corner lots in the R-5 Zone. Therefore, at least 6 of these corner lots will require duplexes or half-plexes. The corner duplex/half-plex units may be shifted to mid-block locations, but there may be no more than one duplex or set of half-plexes on one side of any given block. Duplex lots shall be identified prior to final map or a suitable alternative approved at the discretion of the Community Development Director after making a finding of necessity, design impracticality, or economic infeasibility.

34. Lot 380: Lot 380 shall be transferred to the City prior to Filing of the first Final Map. Verification of the property transfer shall be transmitted to the Community Development Director prior to acceptance of the Final Map.

35. Affordable Housing:

a) The Off-Site Affordable Housing Fee shall be paid for each single-family market rate unit prior to recordation of the applicant's Final Map.

b) Prior to the City approving the applicant's first Final Map, the applicant and City shall enter into an Inclusionary Housing Agreement as required by the SLSP Affordable Housing Plan (AHP). This agreement shall be prepared by the City and, shall be consistent with all applicable provisions of the SLSP AHP, and/or the City ordinance in effect at the time, and subject to any in-lieu fees that may be specified in the Development Agreement

36. Green belts: Pursuant to Development Regulation 4.26, greenbelts and pathways/trails shall be constructed at the same time (or earlier) as adjoining dwelling units.

37. Landscaping: Pursuant to Development Regulation 4.17, street landscaping must accompany street construction for both partial (interim) and full cross-sections. Landscaping is not allowed to be deferred.

38. SLIF: OWNER shall make-up any deficit in Spring Lake Infrastructure Fee resulting from this project as specified in the Development Agreement.

39. Tentative map. Tentative map shall be modified with the following:

a) Paseo Lot "J" shall be widen on the eastern edge to a width of 50 feet.

b) Central Park site shall have direct access to the Heritage Parkway and "J" Way round-about to the satisfaction of the Community Development Director. Access width shall 40 feet.

Building

40. This project Shall meet all criteria and mandates for these City adopted codes:

a) 2013 California Building Code

b) 2013 California Plumbing Code

c) 2013 California Mechanical Code

d) 2013 California Electrical Code

e) 2013 Building Energy Efficiency Standards

f) 2013 California Green Building Code

g) The Code of the City of Woodland

41. Any deferred submittals that are not a part of the initial permit application shall be listed on the cover sheet of the plan at the time of application for the project.

42. All plans, computations, and specifications shall be prepared and designed by an architect or engineer licensed by the state of California.

43. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others, including deferred submittal items, for compatibility with the design of the building.

44. A soils investigation report shall be provide as specified in section 1803.5.3 of the 2013 CBC.

45. Because this project is located in an area known to contain expansive soils and per *Woodland General Plan Policy Document, Part II, Policy 8.A.9*, **"The City shall require the use of special bending-resistant designs where foundations must be slab-on-grade in areas with expansive soil."** and per *CBC 1808.6*, footings or foundations for buildings founded on expansive soils shall be designed in accordance with *CBC 1808.6.1* **<u>and</u> for concrete slab-on-ground foundations** the design shall be in accordance with *CBC 1808.6.2 and PTI Standard Requirements for Design of Shallow Post-Tensioned Concrete Foundations on Expansive Soils or WRI/CRSI Design of Slab-on-Ground Foundations and the specific recommendations as noted in the geotechnical engineering report*. **Please submit plans and calculations stamped and signed by a California registered Civil or Structural Engineer or Architect** showing compliance. *Woodland General Plan Policy Document, Part II, Policy 8.A.9, CBC 1803.5.3 and CBC 1808.6*

Development Engineering:

46. All maps and plans shall comply with City ordinances and Standard Specifications including coordinated positions and digital submission requirements.

47. Prior to final map, OWNER shall submit a phasing plan for mapping the lots with a building plan for infrastructure along Pioneer Avenue, Heritage Parkway, Parkland Avenue, and "J" Way. Infrastructure for lots "A" & "B" and Lots 376, 377, and 378 shall be constructed at the same time as the single-family lots are developed. The phasing plan shall equitably distribute the infrastructure between phases. The proposed phasing plan, final map boundaries, and street layout shall be reviewed and approved by the City for access, circulation, and equitable distribution of infrastructure prior to OWNER'S submittal of the first final map (either parcel map for sale or small lot final map). Further phasing requirements are included in the conditions below.

48. The OWNER shall prepare improvement plans for any work within the public right-of-way and submit them to the Public Works Department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.

49. OWNER shall pay all required fees for processing final maps and improvement plans. If required at final map and improvement plan submittal, the OWNER shall enter into an Advanced Funding Agreement for the payment of costs associated with the processing of plans and inspection of public improvements.

50. OWNER shall submit joint trench plans, which will be reviewed and approved prior to approval of improvement plans. City may, at the discretion of the City Engineer, require joint trench plans to be incorporated into the full improvement plan set prior to approval.

51. Each parcel in R-5 and R-8 zoning, per City of Woodland Standard Specifications, shall provide 25-feet of on-street parking per parcel unless otherwise approved by the City Engineer through the design exception process. If OWNER is unable to meet this requirement on a parcel-by-parcel basis, a parking analysis demonstrating the requirement is met neighborhood-wide shall be submitted by the OWNER for review and approval of the City prior to submittal of the first final map.

52. Street names are subject to the approval of Fire, Community Development, and Public Works Departments. OWNER shall submit proposed street names to the Fire Department for City review and approval process. If names are not assigned at the tentative map stage, the final maps and improvement plans shall include names shown on this map in parentheses for clarification purposes.

53. All driveways shall meet design requirements including distance from intersections as outlined in the Engineering Design Standards, City of Woodland Standard Specifications, and Details.

54. Prior to approval of a final map OWNER shall secure rights-of-way, rights of entry, and any permits necessary to construct improvements associated with and required by the conditions of approval and/or the SLSP documents for that final map.

55. Except where not possible or practical, right-of-way dedications shall be accomplished by final map.

56. Sufficient right-of-way or easements to accommodate entryway features and/or monuments shall be shown on the final map.

57. The location, placement, and screening of large utility facilities to serve the subdivision shall be reviewed and approved by Community Development, Public Works, and Parks departments. Placement shall not be in a park or public open space. The OWNER shall dedicate an easement(s) of sufficient size and with adequate access to accommodate placement of utility facilities to serve the subdivision.

58. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrent with adjacent development. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed. This requirement may be waived at time of acceptance of other public improvements with approval of the Parks, Public Works, and Community Development departments, but if waived may require submittal of a separate security to ensure landscaping completion.

59. OWNER shall design and construct the greenbelt along the eastern edge of the property, with connections of bike paths to existing cul-de-sacs (including the removal and replacement of temporary landscape features) with ADA ramps constructed on both existing and proposed cul-de-sacs. Prior to approval of the first final map, the Owner shall prepare and have approved by the City landscape improvement plans. The first final map with units east of "H" Street shall include construction of the entire length of greenbelt and parkway. OWNER shall be reimbursed or receive fee credits for eligible land and construction costs per the terms outlined in the SLSP documents.

60. The OWNER shall be responsible to ensure at least one water sampling station is constructed within the boundary of the tentative map per City of Woodland Standard Specifications. The location and design of the sampling station shall be reviewed and approved by the Public Works Department.

61. Where improvements are to be constructed by OWNER, which benefit parties other than the OWNER, an appropriate reimbursement agreement shall be drafted at the request of the OWNER and shall be completed prior to final map approval unless OWNER waives timing requirement. The agreement shall be approved by the City Engineer.

62. Where OWNER completes improvements identified in the SLSP documents as eligible for fee credits or reimbursement, OWNER shall receive fee credits or be reimbursed per the terms outlined in the SLSP documents.

63. If improvements are constructed and/or installed by a party or parties other than the OWNER, which benefit OWNER'S property, prior to approval of a final map on OWNER'S property which benefits from said improvements, OWNER shall pay a proportionate share of the costs of said improvements as determined by the City Engineer.

64. Prior to approval of a final map by City Council, the OWNER shall pay all fees due at final map approval.

65. Prior to issuance of each building permit, the OWNER shall pay all applicable development impact fees, Spring Lake Infrastructure fees and any other applicable fees identified in the SLSP documents and/or the project development agreement and conditions of approval as due at building permit.

R-25, Lot "A" &"B" (Park and Fire Station), and Commercial Sites

66. The OWNER shall enter into a Subdivision Improvement Agreement and provide securities as required by City Municipal Code and the Subdivision Map Act for the construction of infrastructure improvements required by the project as determined by the City Engineer.

67. The OWNER shall prepare improvement plans for all infrastructure improvements required by the project and submit them to the Development Engineering Section for review and approval. All subdivision improvements excepting street geometrics shall conform to current City of Woodland Standard Specifications. All improvements within the public right-of-way shall conform to the current City of Woodland Standard Specifications excepting designs approved by the Specific Plan. OWNER shall include frontage improvements on Parkland Avenue for Lots "A" & "B" (Park and Fire Station), and Lots 376 & 377 (5.1 acre commercial and 4.8 acre commercial sites) with single-family residential projects on the opposite side or with projects that include the construction of 4 lanes of Parkland Avenue, whichever comes first.

68. OWNER shall pay all required fees for processing final maps and plan check and inspection fees for infrastructure improvements. Dependent on resources, it may be necessary to outsource public improvement plan review and inspection services. If required at final map and improvement plan submittal, the OWNER shall enter into an Advanced Funding Agreement for the payment of fees associated with the processing of plans and inspection of public improvements.

69. The entrances to the R-25 sites shall be designed as commercial driveways and shall include signing to clearly distinguish private from public streets.

Lot "376" (Commercial Site)

70. Primary access to the site shall be centered as a signalized access at Pioneer Avenue and Parkland Drive unless otherwise approved by the City Engineer.

71. As identified in the Spring Lake Specific Plan, parking for Lot "A" the Central Park is to be provided in a shared arrangement with the commercial site (Lot 376). With the first for sale parcel or subdivision map, the OWNER shall enter into an agreement with the City to provide shared parking on Lot "376" for the park site (Lot "A"). The agreement shall be recorded on remainder parcel containing Lot A and/or lot 376 on the final map. The OWNER shall be responsible for all costs associated with the agreement. Parking constructed to the satisfaction of the Public Works, Community Development, and Parks departments shall be in place when the park is open to the public regardless of the timing of the commercial development.

72. Applicant shall dedicate with first contiguous final map, or upon design of entryway feature, neighborhood feature, or Spring Lake Monument, sufficient land for the maintenance and operation of the feature or monument as may be necessary dependant upon design of the Master Plan for park development, consistent with the provision of Spring Lake Design Standard 4.12. Location and amount of the dedications to be approved by the City.

Street Improvements

73. All proposed roads within the subdivision shall comply with the most recent version of the City of Woodland Standard Specifications & Details and any addenda except as specified in the adopted Spring Lake Specific Plan and conditions set forth specifically for this tentative map.

74. Roadway geometrics and improvements including street cross sections, median design and placement, intersection geometrics, roundabout and bulb-out details shall be approved by the City Engineer prior to submittal of each improvement plan and/or final map. Revisions may require changes to lotting layouts to accommodate design approval.

75. Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA minimum width requirements.

76. Construction of intersections requiring future signalization shall include the construction of underground portions of future traffic signals and the portions of above ground improvements as determined necessary by the City Engineer at the time of subdivision improvement plans.

77. Improvement plan design shall incorporate and the OWNER shall construct improvements required by the SLSP Transit Plan and subsequent revisions.

78. The surface course (final lift) of asphalt concrete shall not be placed on any road until all utility construction beneath the roadbed has been completed, tested, treated, and repairs made as applicable unless authorized in writing by the City Engineer.

79. Disclosures to buyers of lots fronting on Harry Lorenzo Avenue, Galvin Way, and "H" Drive shall include notice of possible future traffic control and calming features. Noticing language shall be reviewed and approved by the Community Development and Public Works

departments. Notices shall include possible loss of on street parking (suggested language: "For some residential lots, parking in front of your house may be partially or fully restricted. Generally, on street parking is restricted near street intersections to allow for turning movements at the intersections"), loss of left turn access (suggested language: "For some residential lots, left turn access into and out of your driveway may not be allowed. Generally, this access restriction is due to the presence of a median island on your street. The median island can be a physical restriction such as a median curb and planter box or roadway striping").

80. Disclosures for lots on Harry Lorenzo Avenue, Galvin Way, and "H" Drive shall inform buyers that in the future those streets may carry a significant amount of traffic due to circulation patterns. The buyers shall also be informed that when the Master Plan Remainder Area develops there may be a significant increase to traffic on those streets.

Pioneer Avenue

81. Unless constructed by others, OWNER shall design and construct the completion of full-width improvements to Pioneer Avenue from its southern terminus north to the intersection of Farmers Central Road concurrent with the first final map of this tentative map with lot west of Brubaker Street/G Street unless changed in City approved phasing plan. This construction shall be at OWNER'S expense with reimbursement from the financing district as outlined in the SLSP documents.

82. Unless constructed by others, OWNER shall design and construct the signal at the intersection of Pioneer Avenue and Parkland Avenue with the map that either extends Parkland Avenue east of Pioneer Avenue or constructs 4 lanes on the north and east legs. This construction shall be at OWNER'S expense subject to reimbursement from the financing district per the SLSP documents. The City engineer may defer this requirement depending on traffic demands.

83. Final maps with frontage on Pioneer Avenue shall indicate a relinquishment of access rights on Pioneer Avenue with the exception of the R-25 site, which shall allow non-vehicular access.

Parkland Avenue

84. If not constructed by others, the OWNER shall design and construct full-width improvements (including frontage improvements in front of Lot 377 (4.8 acre R-25 site)) of Parkland Avenue from Heritage Parkway to Pioneer Avenue concurrent in accordance with the approved phasing plan. The entire 4-lanes shall be completed with this map. The construction shall be at OWNER'S expense subject to reimbursement from the financing district per the SLSP documents. If constructed by others, OWNER may be required to enter into a reimbursement agreement to share in the cost of construction.

85. The OWNER shall design and construct full-width improvements of Parkland Avenue from Pioneer Avenue to Harry Lorenzo Avenue in accordance with the approved phasing plan. The construction shall be at OWNER'S expense subject to reimbursement from the financing district per the SLSP documents. Construction of Parkland Avenue shall be full width and

include frontage along Lots A (4 acre park site), B (1 acre site), and 376 (5.1 acre commercial site).

86. Final maps with frontage on the north or east side of Parkland Avenue shall indicate a relinquishment of access rights onto Parkland Drive.

Harry Lorenzo Avenue

87. Structural design of Harry Lorenzo Avenue shall be consistent with the results of a pavement analysis approved by the City Engineer.

88. Prior to submittal of full improvement plans, the OWNER shall submit preliminary designs for the proposed road alignment of Harry Lorenzo Avenue showing existing alignment, proposed alignment, existing and proposed rights-of-way, and existing trees and proposed ditches, for approval by the Community Development Director.

89. The design shall incorporate recommendations of a report by a certified California arborist and comply with all City ordinances and SLSP requirements governing tree removal.

90. Unless already constructed by others, the first final map with units north of Parkland Avenue and west of Pioneer Avenue shall trigger design and construction or reconstruction of Harry Lorenzo Avenue from Parkland Avenue north to the boundary of the tentative map (determined by the City). The design shall include half-street improvements on the east for the lots fronting Harry Lorenzo Avenue and a southbound travel lane on the west side of the road.

91. Unless constructed by others the first final map to have Parkland Avenue connect to Harry Lorenzo Avenue shall micro-pave, sign and stripe Harry Lorenzo Avenue from Heritage Parkway to the south edge of the tentative map. At the discretion of the City, interim lighting standards may be required.

92. Harry Lorenzo Avenue shall match up and continue in a compatible manner from the road section to the north and in a manner approved by the City. Discrepancies in the lot lines shall be resolved in a manner approved by the City and may require adjustment of lots fronting on Harry Lorenzo Avenue.

93. The City may require any project that either completes the Parkland Avenue and J Street/Heritage Parkway connections to pay the City's costs for abandonment of Harry Lorenzo Avenue between Parkland Avenue and the south boundary of the tentative map (up to $3,000) and to install barricades, signing, and striping as well as the removal of pavement between these locations.

"A" Way and "E" Way

94. The first final map north of Parkland Avenue and west of Pioneer Avenue shall trigger full-width improvements of "A" Way and "E" Way connecting Pioneer Avenue to Harry Lorenzo Avenue.

Galvin Drive east of Pioneer Avenue

95. The first final map east of Pioneer with single-family units fronting on Galvin Drive shall trigger full-width improvements to Galvin Drive from Pioneer Avenue to the eastern boundary of the tentative map. Interim improvements may be approved at the option of the City if there are no lots on the final map adjacent to the road.

"H" Drive

96. At a minimum, the phasing plan shall include the first final map with lots south of Galvin Drive shall trigger the full-width improvement, (Curb to curb. May defer sidewalk and landscaping on one side with approval of City; but not lights or hydrants), of "H" Drive between Heritage Parkway and Galvin Drive.

Heritage Parkway ("J" Drive) west of Parkland Drive

97. Heritage Parkway and "J" Drive shall be completed with the map that includes the 101st single-family resident. These improvements shall include frontage improvements for the R-25 and commercially zoned land.
98. Heritage Parkway fronting lot 377 shall have a 20' landscaped multi use path (10' in width).

99. The structural section for Heritage Parkway shall be designed using a Traffic Index (TI) of 10 and the TI for "J" Street shall be 8.

Other Local Streets

100. Other local streets shall be constructed concurrently with the final map that they serve as determined by the City Engineer.

Storm Drainage and Site Grading

101. The grading and drainage plans submitted with the tentative map are preliminary only, and approval of the tentative map does not constitute City approval in any way. Final approval for the grading and drainage plans shall occur with subdivision improvement plans based on the requirements set forth in these conditions of approval.

102. A comprehensive storm drainage plan (including phasing) for the tentative map area shall be prepared by a registered civil engineer and submitted to the City Engineer for review and approval prior to submittal of the first final map and/or improvement plans.

103. The tentative map area storm drainage plan shall identify specific storm drainage design features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations, assumptions, and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the OWNER shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria, SLSP Infrastructure Study Report criteria, and City Standard

Specifications and Details. The plan shall incorporate 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 tentative map storm drainage plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking.

104. The OWNER shall pay the cost associated with all improvements required by his project, and an appropriate reimbursement agreement shall be drafted to reimburse the OWNER for oversized improvements on a pro rata basis per the project-level Reimbursement Agreement; the need for and terms of reimbursement agreements shall be determined by the City Engineer.

105. A topographic survey of the entire site and a comprehensive grading plan prepared by a registered civil engineer shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees, to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Woodland Standard Specifications and Details (2002) for additional requirements. Each phase of the map build out shall design and provide analysis for containment of the 100-year storm run off from properties to the west.

106. An erosion and sedimentation control plan shall be included as part of the improvement plan package. The plan shall be prepared by the OWNER'S civil engineer and approved by the City Engineer. The plan shall include but not be limited to interim protection measures such as benching, sedimentation basins, storm water retention basins, energy dissipation structures, and check dams. The erosion control plan shall also include all necessary permanent erosion control measures, and shall include scheduling of work to coordinate closely with grading operations. Replanting of graded areas, cut, and fill slopes is required and shall be indicated accordingly on plans, for approval by City Engineer.

107. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.

108. Current agricultural interceptor and flowage easements shall remain in place until another solution is proposed to, and approved, by the City Engineer. No final maps shall be approved until interim and overall solutions for the drainage for the site and the plan area are approved by the City Engineer.

109. All projects shall comply with the City's Storm Water ordinance, which includes implementation of post-construction best management practices (BMPs). These BMPs shall include general site design control measures and site-specific source control measures in accordance with the City's *Technical Guidance Manual for Stormwater Quality Control Measures*. Post-construction BMPs shall be identified on improvement plans and approved by the City Engineer.

110. Subdivision design and home design shall include low impact development standards for storm water. Each map phase and building release phase shall meet the most current standards of the Federal NPDES permit and City ordinances and manuals.

111. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Control Board prior to commencement of grading.

112. Applications/projects disturbing less than one acre of soil shall implement construction BMPs to prevent and minimize erosion during the construction phase. The improvement plans for construction of less than 1 acre shall include BMPs to be approved by the City Engineer.

113. Landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.

114. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12 inches) without construction of concrete or masonry block retaining walls.

115. Construction material for storm drainpipes shall be pre-cast rubber-gasket reinforced concrete pipe in accordance with City Standard Specifications.

Wastewater and Sewer Collection System

116. The sanitary sewer plans submitted with the tentative map showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the sewer plan shall occur with the final map and improvement plan submittal based on the requirements set forth in these Conditions of Approval.

117. A comprehensive sanitary sewer collection system plan for the tentative map shall be submitted for approval by the City Engineer prior to submittal of a final map and/or construction drawings for checking. A registered civil engineer for the project shall prepare the sewer collection system plan. The plan shall include final sizing and location of conveyance facilities, structures, and engineering calculations. The OWNER shall pay the cost associated with all improvements required by the plan.

118. The property shall be connected to the City of Woodland sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Woodland Standard Specifications and Details.

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

Water Infrastructure Conditions

120. The utility plan submitted with the tentative map showing water routing, sizing, and locations, is preliminary only and approval of the tentative map does not constitute approval of the utility plan. Final approval of water facilities shall occur with the final improvements based on the requirements set forth in these conditions of approval.

121. OWNER shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the SLSP.

122. The OWNER shall identify a proposed location of water sampling stations within the map boundary to comply with City of Woodland Standard Specifications and Details.

123. All materials and installation of the subdivision water system shall be constructed per City of Woodland Standard Specifications and Details at the OWNER'S expense.

124. Per the City of Woodland Cross Connection Control Program and Standard Specifications and Details, all commercial buildings and landscape irrigation services are required to install and maintain an approved backflow prevention assembly, at the OWNER'S expense. Service size and flow-rate for backflow prevention assemblies must be submitted with improvement plans. Location of backflow prevention assemblies shall be approved by the City of Woodland Public Works Department prior to installation. 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.

125. Per the City of Woodland Cross Connection Control Program, fire protection systems are required to maintain approved backflow prevention, at the OWNER'S expense. Required location, service size, and flow-rate for the fire protection system must be submitted. Actual location is subject to the review and approval of the Public Works Department, Fire Department, and Community Development Department.

126. All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the City of Woodland Fire Department for approval prior to construction of the system. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Woodland Fire Department.

127. 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.

128. When a median strip is to be installed in the center of a street, the fire hydrant will be spaced not more that 300 feet on both sides of the divider on the curb side of the street. Final approval and approval of any changes is the responsibility of the City Engineer.

General Development Engineering Conditions

129. The conditions as set forth in this document are not all inclusive. OWNER shall thoroughly review all City, state, and federal planning documents associated with this tentative map and comply with all regulations, mitigations and conditions set forth.

130. OWNER shall be required to comply with the SLSP Final Environmental Report (FEIR) Mitigation Measures and Final Supplemental EIR relating to this project.

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

132. The OWNER shall comply with the City's construction recycling program. The OWNER shall submit required documents, fees and deposits associated with the recycling program prior to issuance of building permits.

133. 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.

134. All existing and proposed utilities within 100 feet of the project boundary shall be installed underground per the policies, ordinances, and programs of the City of Woodland and the utility providers.

135. Prior to issuance of any building permit, applicable roads serving the site as determined by the City Engineer and Fire Marshall, must be constructed and paved. Under specific circumstances, temporary roads may be allowed, but must be approved by the City of Woodland Public Works Director and Fire Department.

136. Occupancy of residential or business units shall not occur until off-site improvements (water, sewer, streets, etc.) have been functionally accepted by the City Engineer, and the City has received and approved record drawings, and the unit has been issued a Certificate of Occupancy or passed final inspection by the Building Official. OWNERS, contractors, and/or OWNERS shall be responsible to so inform prospective buyers, lessees, or renters of particular units to be occupied of this condition.

137. No Certificates of Occupancy for residential or commercial units shall be issued until the public improvements to serve the site have been accepted by the City unless otherwise waived by the City. In no instance shall building permits be issued for more than 75% of units within a subdivision until public improvements have been accepted.

138. If relocation of existing facilities is deemed necessary, the OWNER shall perform the relocation, at the OWNER'S expense unless otherwise provided for through a reimbursement agreement. All public utility standards for public easements shall apply.

139. A Subdivision Improvement Agreement shall be entered into and recorded prior to construction of improvements, approval of a final map, or issuance of residential building permits.

140. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.

141. The OWNER shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the Public Works Department.

142. A seven foot (7) public utility easement back of sidewalk (10-foot for monolithic walk), 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.

143. Per the project level Development Agreement, prior to approval of the first set of improvement plans and final map, OWNER shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with that specific subdivision within the tentative map.

144. OWNER shall pay appropriate reimbursements for benefiting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements.

145. Applications of multi-family, commercial, and industrial projects shall submit refuse enclosure details showing bin locations and recycling facilities to the Community Development Department for review and approval per the SLSP and SLSP Design Standards.

146. Prepare, and submit for approval, utility site plans prior to preparation of full improvement plans.

147. Conform to County Health regulations and requirements for the abandonment of any onsite septic tanks and/or water wells. Copies of completed permits shall be provided to the City of Woodland.

148. Encroachment permits are required for, and shall be obtained from, Yolo County prior to any work within or encroachment onto County right-of-way.

149. All utility poles that are to be relocated (by exception of the City as undergrounding is normally required) in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.

150. All public landscape areas shall include a separate point of connection for metered water service and metered PG&E power service points for automatic controllers.

Traffic Engineering/Traffic Calming

151. OWNER shall install three (3) bollards at all bike path street crossings and access points. Bollards shall be placed per City Standard Detail 1304 and shall match existing black bollards in Spring Lake. Location and installation of bollards shall be to the satisfaction of

the Community Development Director and City Engineer. Locations include, but are not limited to: **1)** Aguilar Place, **2)** "6" Court, **3)** Mack Place, **4) "5"** Court, **6)** Mc Nary Way - north and south crossings, **7)** Ackley Place, **8) "**4" Court, **9)** Galvin Way – north and south crossings, **10)** Delgado Place, **11)** Paseo at Lot "J" connection to sidewalk at Motta Street, and **12)** Ortiz Avenue.

152. OWNER shall install pedestrian crossing signage at all street crossings. Location and installation of signage shall be to the satisfaction of the Community Development Director and City Engineer.

153. OWNER shall verify the sufficiency of existing signage on existing dead end approaches that will become through streets to the satisfaction of the Community Development Director and City Engineer.

154. Prior to submittal of the first improvement plans for the tentative map area, the OWNER shall submit a comprehensive traffic-calming plan for the tentative map area to the City Engineer for review and approval. Raised, decorative stamped concrete crosswalks, bulb-outs, lighted pedestrian crossings, raised median islands, and other improvements may be required as part of the traffic-calming measures. Particular attention shall be paid to the intersections of Parkland Avenue & Pioneer Avenue and Parkland Avenue & Heritage Parkway to ensure safe pedestrian crossing to and from the park and commercial sites and locations where the bike path and green belts meet. Unless otherwise determined by the City, the improvements for these two intersections shall be in place prior to occupancy of the 100th dwelling unit of this tentative map. This may also include the construction of off site traffic calming measures on Hunt drive ("J" Drive extension to the south). Further conditions and considerations are itemized below.

155. OWNER shall install speed cushions on McNary Way on both approaches to the bike path crossing. Location and installation of speed cushions shall be to the satisfaction of the Community Development Director and City Engineer.

156. OWNER shall install traffic calming medians (raised, stamped concrete, & signed) on Galvin Way at the bike path crossing. Location and installation of calming medians shall be to the satisfaction of the Community Development Director and City Engineer.

157. OWNER shall install traffic calming measures throughout the subdivision to the satisfaction of the Community Development Director and City Engineer. Locations include, but are not limited to:

   a) Bulb out corners at the intersections of the long north-south streets;

   b) Traffic calming medians at the intersection of "G" Way and Galvin Way;

   c) Traffic calming medians at the Heritage Parkway/"H" Drive/"6" Court/ "I" Way corridor;

   d) Traffic calming medians at the Pioneer Avenue/Galvin Way entrance to the development;

   e) Bulb out corners along the "A" Way, "E" Way, and Galvin Way corridor;

EXHIBIT "I"

Spring Lake Fees (vs 4/9/15)

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, as specified in the fee requirements below. 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.

All applicable City-wide Development Impact Fees amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER.

Spring Lake Fees

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

- Spring Lake Infrastructure Fee (SLIF) Fees. For Single Family Dwelling (SFD) Forty-one Thousand Five Hundred Thirty Two Dollars ($41,532) and Multi-Family (MF) Dwelling Twenty-seven Thousand Four Hundred Ten Dollars ($27,410). These fees are for the fair share of backbone infrastructure to the Spring Lake Specific Plan area (cost subject to annual change);

- Fire Operation and Maintenance Fee. OWNER shall contribute, at the time of *each final map* approval, a Spring Lake Fire Department Operation and Maintenance Funding Fee of Seven Hundred Seventy-one Dollars ($771) per DUE;

- Public Transit Capital Fee. Public transit capital fee: Prior to approval of *each final map*, OWNER shall pay Three Hundred Eighteen Dollars ($318) per DUE for the construction of transit capital improvements;

- Public Transit Operation Fee. Public transit operation fee: Prior to *final map,* OWNER shall pay a Thirty-five Dollar ($35) per single family DUE fee;

- Multi-Family Transit Operation Fee. If a multi-family project does not require a *final map* (rental apartments), the OWNER shall pay, prior to building permit, a per unit fee of One Hundred Forty-six Dollars ($146) for transit capital and Twenty-five Dollars ($25) for transit operation;

- Offsite Affordable Housing Fee. The Spring Lake Offsite Affordable Housing fee shall be One Thousand One Hundred Dollars ($1,100) per market rate single-family lot as required by the Spring Lake Specific Plan and Spring Lake Affordable Housing Plan. The fee is due in full for the units within the final map prior to approval *of each final map;*

- Plan Fiscal Deficit Mitigation Fee. The fiscal impact analysis for the Spring Lake Specific Plan concludes that the revenues from the Plan are inadequate to provide the required public services to future inhabitants of the Plan. Therefore, without a financial commitment from OWNER and all developers in the Plan Area, implementation of the Plan will be inconsistent with certain General Plan Policies. As mitigation for this fiscal deficit, OWNER shall pay a Fiscal Deficit Mitigation Fee as *a condition of obtaining a building permit*. The Fiscal Deficit Mitigation fees is One Thousand Five Hundred Dollars ($1500) for Single-family DUE, One Thousand Fifty Dollars ($1,050) for Multi-family DUE (R-15, R-20 & R-25) and One Thousand Eight Hundred Dollars ($1,800) per 1,000 square feet of Neighborhood Commercial/Mixed Use;

- Habitat Monitoring and Education Funds. OWNER shall pay its pro-rata share of the required "Monitoring Funds" and "Education Funds" (Settlement Agreement Paragraphs 6 & 7), prior to approval of *each final subdivision map*. The Project's prorated share of the Habitat Monitoring and Farming fees are estimated to be Fifty- six Dollars ($56) per Single-family DUE and Forty Dollars ($40) per Multi-family DUE unit; and

- Road 25A Fee. OWNER shall pay Seven Hundred Ninety-four ($794) per DUE, at *building permit*, for Road 25A construction and reimbursement.

- Hwy 113 Bike/Pedestrian Overcrossing Fee. OWNER agrees to pay One Thousand Dollars ($1,000) per single family lot and One Hundred Dollars ($100) per multi-family unit toward improved Spring Lake bicycle and pedestrian connectivity and enhancement project (s) such as HWY 113 Bike/Pedestrian Overcrossing. Payments shall be made at time of approval of *final map for each phase* of the Project.

- Affordable Housing Fund and In Lieu Fee. CITY and OWNER agree that OWNER shall pay an affordable housing fee in-lieu to meet the Ten percent (10%) single family for sale affordability requirement. The fee shall be in the amount of Fifty Thousand Dollars ($50,000) per required affordable R-4 unit, Forty Thousand Dollars ($40,000) per required affordable R-5 unit, and Thirty Thousand Dollars ($30,000) per required affordable R-8 unit. This Project requires Thirteen (13) R-4 low-income single-family units, Ten (10) R-5 low-income single-family units, and Eighteen (18) R-8 low-income single-family units to be built. In lieu of constructing the affordable housing units, OWNER agrees to pay Four Thousand Three Hundred Forty Dollars ($4,340) *per unit, payable at building permit issuance for each single family unit*, for a total of One Million Five Hundred Ninety Thousand Dollars ($1,590,000).

- Project SLIF Shortfall Revenue. CITY and OWNER have calculated the change in projected SLIF revenues to be generated by development of the Property between the originally adopted SLSP and the land use entitlements approved with this First Amendment. The total shortfall in SLIF revenues due to the reduction in residential units will be One Million One Hundred Twenty One Thousand Eight Hundred Ninety- one Dollars ($1,121,891). CITY and OWNER desire to spread this shortfall in SLIF revenues equally across all Low Density and Medium Low Density residential units to be developed on the Property. To achieve this equal spread of the SLIF revenues over all such single-family residential units, OWNER agrees to pay an additional shortfall fee of

Two Thousand Nine Hundred Ninety-two Dollars ($2,992) *per each Low Density and Medium Low Density residential unit, payable at building permit issuance* for each Low Density and Medium Low Density residential unit. SLIF credits, subject to approval of CITY, may be applied to both the base SLIF fee and the additional SLIF shortfall fee amount.

ATTACHMENT 11

WALTERS
LAND PLANNING

ıtral application and move
quickly as possible. Your
f to contact me or the project

November 5, 2014

Ken Hiatt
Planning Director
City of Woodland
Community Development Department
520 Court Street
Woodland, CA 95695

.P.

RE: Spring Lake Central- Revised application

Dear Mr. Hiatt;

This correspondence is to revise the Spring Lake Central application. Enclosed for your use are the following items, 18 copies each.

1. Revised Tentative Map package including;
   - Tentative Map sheet
   - Grading and Drainage Plan
   - Water and Sewer Plan
   - Sections and Details
2. Revised General Plan Amendment Exhibit
3. Revised Specific Plan Amendment Exhibit

Digital files of these exhibits will be sent separately by email.

Revisions to the land plan reflect the many meetings and discussions with City staff regarding land use and technical issues, and responds to comments made at the Planning Commission workshop in March 2014. Notable revisions include the following;

- Return of a neighborhood commercial component to the Village Center responding to community and Planning Commission comments.
- Reconfiguration of park, fire station, and multi-family sites within the Village Center to create a more viable community core.
- Mix of single family residential lot types including larger R-4 lots to better meet today's housing market.

The overall intent of these revisions is to make the Spring Lake Central project more viable in today's real estate market which will lead to actual construction of an important part of the Spring Lake Community.

SUBDIVISION DESIGN ♦ PERMIT PROCESSING ♦ PROJECT MANAGEMENT
916.502.1723 ♦ wlp12@comcast.net ♦ 7498 GRIGGS WAY SACRAMENTO, CA 95831

City of Woodland

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

General Application Form

1. Owner/Applicant

PROPERTY OWNER: Woodland Spring Lake Partnership, L.P.
MAILING ADDRESS: 940 Emmett Ave., #200
CITY STATE ZIP CODE: Belmont, CA 95616
PHONE NUMBER: N/A
E-MAIL ADDRESS: N/A

PROJECT APPLICANT Les Hock, HCM, Inc.
MAILING ADDRESS: 10630 Mather Blvd.
CITY STATE ZIP CODE: Sacramento, CA 95655
PHONE NUMBER: 916-801-9500
E-MAIL ADDRESS: LHock@artisan-homes.us

2. Application Requested

- ☐ General Plan Petition
- ☒ Specific Plan 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 Abandonment

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

3. Project Description

Project Name: Spring Lake Central

Total Acres or Square Feet 105.1+/- acres

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

Site address or location: East ~~West~~ side of County Road 101, north side Heritage Parkway.

Assessor's Parcel Number: 042-580-011, -012, -037, -038, -040 -041, -043, -044, -046

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.**

liability acct
~~$~~, 35,000
PO 00075205

PLNG14-00090

5. General Plan Amendment

Existing General Plan Designation	Gross Acres	Proposed General Plan Designation	Gross Acres
LDR, MLDR, MDR, HDR, Neigh Comm, Open Space, Public Service	105.1+/-	LDR, MLDR, MDR, HDR, Open Space, Public Service	105.1+/-

6. Zoning Amendment

Existing Land Use Zone	Gross Acres	Proposed Land Use Zone	Gross Acres
R-5, R-8, R-15, R-20, Neigh Comm, Parks, Fire Station, Greenbelt	105.1+/-	R-4, R-5, R-8, R-25, Parks, Fire Station, Greenbelt	105.1+/-

7. Residential Development

No. of residential units are being requested? 612

Single Family	405	Half-plex	22
Duplex		Apartments	185
Condominiums		Other	
Townhomes		**Total Units**	612

No. of lots will be created by this project? 440

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:

N/A

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

N/A

9. Authority to File Application

Check one:

☒ Property Ownership ☐ Power of Attorney*

☐ Contract to Purchase* ☐ Other

Specify _____

*Attach Evidence of Authority

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

RECEIVED
Date Recived Stamp Here
MAR 14 2013
City of Woodland

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

3-13-13

Applicant: **Date**

Legal Owner: **Date**

3.13.13

Legal Owner: **Date**

DEPARTMENT USE ONLY

Amount Paid: _____ Project No: _____

Amount Due: _____ Logged by: _____ Date: _____

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

SPRING LAKE CENTRAL

PROJECT DESCRIPTION

The Spring Lake Central project was originally approved in February 2007 and included a rezone and tentative subdivision map. Since the original approval, the site has received several improvements including the construction of Heritage Parkway and portions of Parkland Avenue and Pioneer Avenue. The Rochdale Grange affordable housing site in the southwest portion of the site has been constructed. These areas are not included in the current application.

This application proposes a general plan amendment, specific plan amendment, rezone, tentative subdivision map and abandonment of right-of-way to reconfigure the land uses within the project and subdivide the single family residential areas. A mix of single family residential lots (from R-4 to R-8) is proposed. A large lot is proposed for R-25 development. A fire station site and park site are also proposed. A number of parkway lots and paseo lots are included.

PROJECT JUSTIFICATION

Since the time of original project approval in 2007, the land development market has changed and has rendered parts of the original approval unmarketable and infeasible. The neighborhood commercial center (or village center) included in the original approval is no longer feasible in today's commercial market. Small 'pocket commercial' centers cannot compete with larger anchor based commercial developments. Market trends toward larger commercial anchors with grocery additions further challenge the small commercial center. Sufficient existing or planned commercial land use exists to the north and will serve the commercial needs of the project area. For this reason, the commercial land use is proposed to be removed from the project.

The R-15 townhomes included in the original approval is no longer feasible due to changes in market trends for residential housing. Housing demands have trended toward either more traditional single family residential homes or toward apartments. To insure competitiveness in today's market and to create development in a more timely fashion, the R-15 land use is proposed to be removed from the project.

The mix of housing types in the balance of the project has been revised to make the project more successful. Larger R-4 lots (65' x 105' typical) have been added to the project and the R-8 lots have been enlarged from 45' x 85' (typical) to 45' x 95' (typical). A mix of RD-5 lots (55' X 105' typical) and corner halfplex lots have been maintained. An R-25 site is proposed in the same location as the original R-20 site and is intended to meet the demand for more efficient multifamily residential designs. The proposed neighborhood park is increased from 4.0+/- acres to 4.3+/- acres and the proposed fire station site remains the same.

This application takes the original Spring Lake Central project approval and proposes land use revisions that reflect changes in market demands and attempts to speed the timing of project construction that will add jobs and economic benefits to the City of Woodland.

CITY OF WOODLAND
TENTATIVE MAP SUPPLEMENTAL APPLICATION

A. General Information:

1. Applicant: Les Hock, HCM, Inc. Map No. 5027

   Mailing Address: 10630 Mather Blvd.

   City Sacramento State CA Zip 95655

   Phone Number: 916-801-9500

2. Applicant is ( ) Owner ( ) Purchaser (X) Authorized Agent

3. Owner: Woodland Spring Lake Partnership, L.P.

   Mailing Address: 940 Emmett Ave., # 200

   City Belmont State CA Zip 95616

4. Project Address Location: East of County Road 101, north of Heritage Parkway

5. ~~Engineer/Surveyor~~ Land Planner Preparing Map: Walters Land Planning

   Mailing Address: 7498 Griggs Way

   City Sacramento State CA Zip 95831

   Phone No.: 916-502-1723

B. Project Description:

1. Property Size (acreage or square footage) 105.1+/- acres

2. Number of Existing Lots: 9 Number of New Lots: 440

   Size of New Lots: 45' x 95'(typ.), 55' x 105'(typ.), & 65' x 105'(typ.),

3. Existing Use of Property: vacant

4. Proposed Use of Property: single family residential, multi-family residential, park, fire station, greenbelt.

C. Certification

I hereby certify that the facts and information contained in this application and the attached map are true and correct to the best of my knowledge.

DATE: 3-13-15

Signature of Applicant

CITY OF WOODLAND
COMMUNITY DEVELOPMENT DEPARTMENT

Tentative Map Check List for

Project Name: Spring Lake Central

A. Information to Appear on the Map

- ☒ Vicinity or Area Map.
- ☒ Subdivision Name and Number.
- ☒ Date, North Arrow, Scale (1" = 100' or larger).
- ☒ Name and Address of the owner(s) of record, the subdivider, and the engineer or surveyor.
- ☒ Total number of lots and gross acreage.
- ☒ Existing and Proposed streets showing names, widths, and approximate centerline radii.
- ☒ Existing and proposed easements showing locations and widths.
- ☒ Exterior Boundary line, approximate hearings and distances, and City Limits Line (if applicable).
- ☒ Interior Lot Configuration with dimensions and numbers.
- ☐ Building Setback Lines where non-standard. N/A
- ☒ Reference to Adjacent Owners and Record Maps.
- ☒ Existing Topographic Features with one-foot contour lines and spot elevations as appropriate.
- ☒ Existing sidewalk, curb, and gutter and paved areas.
- ☐ Areas subject to inundation (if applicable). N/A
- ☒ Approximate location of existing buildings, improvements, fences and all trees on parcel and on adjacent properties within 50' of parcel.
- ☒ Location of existing wells and sewage disposal systems.
- ☐ Proposed detention/retention pond (if applicable). N/A
- ☒ Proposed parks, common areas, greenbelts, schools and other public areas.
- ☐ Phasing of projects. To be determined.

B. Statement to Appear on the Tentative Map

- ☒ Existing and proposed land use of the property.
- ☒ Existing and proposed zoning of the property.
- ☒ List of agencies supplying water, sewer, drainage, gas and electricity.
- ☒ Proposed domestic water supply if other than city water system.
- ☒ Proposed method of sewage disposal if other than city sewer system.
- ☒ Map conforms to all requirements of the State of California Subdivision Map Act.
- ☒ Map conforms to all requirements of the City of Woodland subdivision ordinance.
- ☒ Flood Zone Designation.

C. Documents to Accompany the Tentative Map:

- ☒ Completed application along with appropriate fee.
- ☒ Statement from all property owners consenting to the filing of the tentative map.
- ☒ Preliminary title report.
- ☒ Public notice mailing list and map indicating all current owner's names, assessor's parcel numbers and mailing addresses of all parcels within 300' of the subject parcel boundary.
- ☒ Completed environmental review forms.
- ☒ Application for any rezoning, use permit, variance, or other entitlement which is necessary to allow the proposed land division.
- ☐ Tree plan per Section 20A-1-90 of the Tree Ordinance. See previous approval document.

D. Statement:

I do hereby state that I have met each of the aforementioned requirements as they apply to this tentative map.

3-13-13
Date

Signature

Walters Land Planning
Name of ~~Engineering/Surveying~~ Firm
Land Planning

CITY OF WOODLAND
INITIAL STUDY
ENVIRONMENTAL INFORMATION FORM

Information Required as Part 1 of Initial Study of Environmental Impacts.

---------- **For Office use** ----------

Application Number and Title: SPRING LAKE CENTRAL

Date Submitted: March 14, 2013

The following information is required for all projects, which are subject to review pursuant to the California Environmental Quality Act (CEQA). Complete disclosure of environmental data is required. NOTE: THIS INFORMATION MUST RELATE TO THE DEVELOPMENT AS DESCRIBED IN SECTIONS 11 & 12. Reference materials needed to complete this application are available at the Community Development Department at City Hall, 300 First Street, Woodland. Answers may be continued on additional sheets. Please print or type.

I. General Information

1. **Name, address, and telephone number of person to be contacted concerning this project:**
   Les Hock, c/o HCM, Inc.
   10630 Mather Blvd.
   Sacramento, CA 95655
   916-801-9500

2. **Name, address of legal property owner as shown on tax statement:**
   Woodland Spring Lake Partnership, L.P.
   940 Emmett Ave., #200
   Belmont, CA 95616

3. **Address of project and/or description of location:**
   East of County Road 101, north of Heritage Parkway.

4. **Assessor's Parcel Number(s) of project site:**
042-580-011, -012, -037, -038, -040, -041, -043, -044, -046

5. **Indicate the project application which accompanies this form:**
General Plan Amendment, Specific Plan Amendment/Rezone,Tentative Subdivision Map, Abandonment of right-of-way.

6. **Have any preliminary documents been prepared for this projects (i.e. level 1, 2 or 3 soil assessment, soil study or traffic impact analysis)? If yes, please identify name and date prepared:**
Prepare with previous application processing and approval.

7. **List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state or federal agencies (i.e., Corps of Engineers, Caltrans, Air Pollution Control District or Yolo County):**
Improvement plan & final map approval.

8. **Existing zoning district(s) of project site:** SLSP-R-5, R-8, R-20, Neighborhood Commercial, Parks, Fire Station, Greenbelt

9. **Existing General Plan Designation(s)** LDR, MLDR, MDR, HDR, Neighborhood Commercial, Open Space, Public Service.

10. **Existing Specific Plan Designation(s)** SLSP-R-5, R-8, R-20, Neighborhood Commercial, Parks, Fire Station, Greenbelt

11. **Fully describe the nature and purpose of the proposed project including the ultimate use of the property:**
This is a re-submittal of an approved project. Application proposes to reconfigure land uses to create a more marketable project. Ultimate use of the property includes a mix of residential densities and parks, open space and fire station.

12. **Community benefits to be derived from the project:**
The proposed project will complete development that was identified and addresses as part of the Spring Lake Specific Plan. Project will provide public facilities including park, open space and a fire station. Project will provided needed housing in the area and create short term construction employment.

II. Project Description

1. Project Description

a. **Site size in acres or square footage:** 105.0+/- acres

b. **Highest and lowest elevations on site:** 42+/-' at low point and 60+/-' at top of fill pile.

c. **Number of floors of proposed construction:** 2- story maximum

d. **Number of proposed off-street parking spaces provided:** Unknown at this time.

e. **Anticipated project schedule (timeline):** Unknown.
Estimated completion date: _____

f. **Is this project dependent on an existing or future project? If yes, please explain:** No

g. **Anticipated future phases:** None
Associated Project (if any): N/A

h. **If RESIDENTIAL, include the number of units, unit sizes, bedrooms, range of sale prices or rents, recreation, facilities and gross density (units)acre:** Total of 612 residential units; 405 single family, 22 half-plex, and185 multi-family units. Size, bedrooms, sale/rent price is unknown Overall density is 6.1 du/ac.
Describe anticipated age distribution of project residents: Unknown

Projected number of cars owned by future residents: Unknown

i. **If COMMERCIAL and/or OFFICE, indicate the types, square footage of each type (i.e., office, sales area, restaurant), whether neighborhood, city or regionally oriented, and total square footage of building area.**
N/A

j. **If INDUSTRIAL, indicate type, estimated employment per shift, loading facilities, square footage of office area and total square footage of building area:** N/A

k. **If INSTITUTIONAL, indicate the major function, estimated employment per shift, estimated occupancy, and total square footage of building:** Fire station proposed, detailed information not available until station is planned, designed, and programed.

l. **If the project involves a variance, conditional use permit or rezoning application, state this and explain clearly why it is required:** Rezone of the previously approved project is intended to make it more marketable.

m. **Describe any power lines, water, sewer or storm drain mains, pipelines or other transmission lines which are located on or adjacent to the property:** Overhead power lines exist on the west side of County Road 101, and underground utilities exist in adjacent subdivision projects.

n. **Name of creeks and natural or man-made drainage channels through or adjacent to the property:** N/A

o. **Is there evidence of water traveling over or standing on the site?** No.

p. **Primary vehicle access to property comes from which street(s):** County Road 101, Heritage Parkway, Parkland Ave, and Pioneer Ave.

q. **Are any easements known to traverse the site? If yes, explain the type and purpose:** Several easements exist on the site including road right-of-way, and temporary maintenance easements.

2. **Site Grading**

a. **Approximate number of cubic yards of earth to be moved for the completion of the project.** Unknown at this time.

b. **State the location from which fill will be obtained if needed.** Fill located on-site.

c. **State the location to which excess earth will be moved if necessary.** Unknown.

d. **What percent of the area of the lot will be modified by grading?** Approx. 90%.

e. **State the range and depth of cuts and fills.** Unknown.

f. **Explain the means that are being taken to control erosion.** Standard erosion control and SWPPP standards.

3. **Water, Air, Noise**

a. **Is copy portion of the site within the 100-year floodplain? Is any portion of the site within the 500-year floodplain?** No.

b. **What percent of the property will be covered by impervious surfaces?** Unknown at this time.

c. **Describe means to dispose of storm drainage.** Standard subdivision drainage system.

d. **Is the project in the vicinity of or will it affect a water shed or water supply such as an open reservoir, artesian well or spring? If so, describe.** No.

e. **Could the project have a detrimental affect on water quality? If yes, explain.** No.

f. **Will there be the possibility of the discharge of any metal or chemical, including oil or grease, into a sanitary sewer, storm drain, parking lot, street or waterway?** No, standard LID measures to be included.

g. **State the length of time noisy machinery will be in use during the construction phase.** To be determined.

h. **What measures are proposed to decrease the impact of construction noise on the surrounding area?** To be determined.

i. **Estimate exterior noise levels in decibels that would be experienced after completion of the project. Describe noise sources.** Low level residential noise generation.

j. **Estimate interior noise levels in decibels generated by exterior sources (e.g. traffic) that would be experienced after completion of the project.** Typical 20 to 30 dB noise reduction for interior levels. No significant exterior sources exist.

k. **Could the project have an affect on air quality? If yes, explain.** No.

4. **Transportation (a detailed traffic study may be required.)**

a. **State the projected number of vehicle trips per day and peak hour generated by the project according to vehicle type (car, truck, bus); (a vehicle moving to and from the site is defined as two trips.)** See previous project environmental analysis.

	CAR	TRUCK/BUS
Per Day		
Peak Hour		

b. **What are the morning and afternoon peak hours of traffic generation?**

5. **Plants and Animals**

a. **Describe the existing vegetation.** Vacant land with minimal vegitation

1) **State the number and species of trees more than 6 inches in diameter that are planned to be removed to complete the project. Please show these trees on the site plan.** See previous tree report.

b. **Are there any heritage trees on the site?** See previous tree report.

c. **Are there any trees over 12 inches in diameter on the site? What species?** See previous tree report.

d. **Explain the manner in which the project is integrated with existing trees, vegetation, creeks, terrain and other natural features of the property.** No significant tree, vegetation, creek, terrain, or other natural features exist on the site.

e. **Explain the manner in which such features will/could be damaged.** No damage is anticipated.

f. **Describe any wildlife on the site.** See previous environmental analysis.

g. **Describe how wildlife could be affected by the project.**

6. **Facilities**

a. **Sewer use: List the number of plumbing fixtures by type.** Unknown at this time.

Toilets	Sinks	Shower/Tubs	Other (specify)

b. **Could the projected sewage effluent overload sewer capacity? Is project within water and sewer service areas?** Sufficient capacity exists. Project is within City water and sewer service areas.

c. **Could the completion of this project require additional social service facilities, such as schools, childcare centers, parks, or senior citizens homes?** Yes, these facilities have been planned as part of the Spring Lake Specific Plan.

d. **What is the distance and response time from the servicing fire station to the site?** A fire station is planned within the project resulting in short response times.

7. **Aesthetics**

a. **What design characteristics have been incorporated into the project to help it harmonize with the existing neighborhood?** Project will comply with the Spring Lake Design Guidelines.

b. **Would the completion of the project impair any existing views both from the site and off the site?** No.

c. **Would the project have signs, outdoor storage areas, or similar features visible from within 600 feet of a freeway, arterial street, or right of way? Describe. How will features other than signs be screened?** No.

8. **Other**

a. **Describe means being used to avoid inefficient and unnecessary consumption of energy.** Project will be required to comply with State and local energy efficiency standards.

b. **Are there any existing structures on the property, which were constructed before 1940? If yes, describe.** No.

c. **Does the site contain anything of known historical or archaeological significance?** No.

d. **Would the proposed project necessitate the displacement of any residents? If yes, how many?** No.

e. **What specific measures are proposed to safeguard against vandalism and other criminal activity?** Project can participate in neighborhood watch and other programs in the SLSP community.

f. **Is site within existing city limits?** Yes.

g. **Are there 25% or greater slopes on the property?** Yes, temporary fill pile only, otherwise no.

h. **Is the site susceptible to landslides? (refer to Chapter 8 in the General Plan Background Report** No.

i. **Is the site within an Airport Land Use plan? If yes, what airport plan(s) is it within and do restrictions affect the proposal?** No.

j. **Is this site listed on California EPA's Hazardous site list.** No.

k. **What is the farmland designation of the proposed site? (refer to Figure I-5 in the General Plan Background Report** Class 3

l. **Is the site under agricultural contract? If yes, what is contract # and expiration date?** No.

III. **Non-Residential Projects Only**

1. **Human Health**

a. **Could the project expose people to health hazards?** No.

b. **Will any dust, gases or noxious materials be developed on the site? If so, describe.** Temporary construction will include dust reduction measures.

c. **Will the project involve the application, use, or disposal of hazardous materials? If yes, explain.** No.

2. Noise

a. **Estimate peak noise level in DBA from the completed project and give time of day expected.** Normal residential noise levels, dBA unknown.

b. **List significant on-site noise sources.** None.

c. **Is any equipment to be operated during evening hours? If so, what kind?** No.

d. **List measures to be incorporated into the project to mitigate noise from the completed project.** Temporary construction will include noise reduction measures.

3. Waste Materials

a. **Will the project generate significant solid or liquid wastes? If so, state type and quantity.** No. Typical residential wastes.

b. **Will any attempt be made to recycle waste materials?** Yes, City recycle programs.

IV. Environmental Analysis

1. **Are the following items applicable to the project or its effects? Discuss at end all items checked yes or maybe (attach additional sheets as necessary).**

	Yes	Maybe	No		
☐	☐	☐	X	A.	Change in existing features of any lakes, reservoirs or hills, or substantial alteration of ground contours.
☐	☐	☐	X	B.	Change in scenic views or vistas from existing residential areas or public lands or roads.
☐	☐	☐	X	C.	Change in character of general area of project.
☐	☐	☐	X	D.	Produce or involve large amounts of solid waste or litter.
☐	☐	☐	X	E.	Disrupt or adversely affect a historic or archaeological site.
☐	☐	☐	X	F.	Change in dust, ash, smoke, fumes or odors in vicinity.
☐	☐	☐	X	G.	Change in lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.
☐	☐	☐	X	H.	Substantial change in existing noise or vibration levels in the vicinity.
☐	☐	☐	X	I.	Site on filled land or on slope of 10 percent or more.
☐	☐	☐	X	J.	Use or disposal of potentially hazardous material such as toxic substances, flammable or explosives.
☐	☐	☐	X	K.	Substantial change in demand for public services (police, fire, water, sewage, schools, etc).
☐	☐	☐	X	L.	Substantially increase fuel or energy consumption (electricity, oil, natural gas, etc.
☐	☐	☐	X	M.	Relationship to a larger project or series of projects.
☐	☐	☐	X	N.	Substantially diminish habitat for fish, wildlife or plants.

2. **Attach photographs that provide thorough coverage of the site. Include photographs of the surrounding properties to illustrate type(s) of land use and intensity of development. Snapshots or Polaroid® photos will be accepted.** To be provided at a later date.

3. **Provide site plan showing buildings, parking, landscaped areas, easements, adjacent streets, driveways, paved areas, public and private utilities and other distinguishing characteristics of the site. The site plan must be accurately drawn to an appropriate scale to adequately depict the required information. All features or structures shown should be accurately labeled. Failure to properly reflect existing and proposed conditions may result in rejection of the initial statement and delay in the processing of the application.**

   See proposed Tentative Subdivision Map.

4. **Certification: I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.**

3-13-13
Date

Signature
Bruce Walters,
Walters Land Planning

For

Revised by Community Development Staff

DATE: _____

_____
(Name – print)

_____
(Signature)

Materials that will assist you answer questions include: The City General Plan, Flood Zone Maps, Assessor Parcel Books, and Zoning Map.

PROJECT INFORMATION

SITE DESCRIPTION:	Portion of the Southwest Quarter of Section 3, Township 9 North, Range 2 East, M.D.B.& M.
ASSESSORS PARCEL NUMBERS:	042-580-008, -037, -038, -040, -041, -043, -044, -049
OWNER/SUBDIVIDER:	Woodland Spring Lake Partnership L.P. 940 Emmett Ave. #200 Belmont, CA 94002
OWNER:	Centex Homes (042-580-008) 6210 Stonebridge Mall Road, #500 Pleasanton, CA 94588
ENGINEER:	Cunningham Engineering 2940 Spafford Street, Suite 200 Davis, CA 95618 (530) 758-2026
LAND PLANNER:	Walters Land Planning 7498 Griggs Way Sacramento, CA 95831 (916) 502-1723
EXISTING ZONING:	SLSP- R-5, R-8, R-15, R-20, Parks, Commercial, Schools/Fire, Greenbelt
PROPOSED ZONING:	SLSP- R-4, R-5, R-8, R-25, Parks, Commercial, School/Fire, Greenbelt

FLOOD ZONE: "X"

SERVICES

SEWER/WATER:	City of Woodland
DRAINAGE:	City of Woodland
FIRE:	City of Woodland
SCHOOL:	Woodland Joint Unified School Dist.
ELECTRIC/GAS:	PG&E
CABLE:	Charter Communications

NUMBER OF LOTS: 375; Total Residential Lots
147; 45 x 95' lots (typ.)
100; 55 x 105' lots (typ.)
128; 65 x 105' lots (typ.)
1; Commercial lot
3; Multi-family lots
1; Park Lot
3; Parkway Lots
9; Paseo/landscape Lots
1; Fire Station Lot
393; TOTAL LOTS

AREA: 105.7± Acres Gross

NOTES

1) Dimensions & areas shown are approximate and subject to change.
2) Subdivider reserves the right to file multiple final maps.
3) No structures exist on the site.
4) The following existing easements to be abandoned;
   - Portion of existing right-of-way County Road 101 per Subdivision Map Act.
   - Temporary construction and maintenance easements per preliminary title report.
5) A 7-foot public utility easement proposed adjacent to all streets except Heritage Parkway, Parkland Avenue,and Pioneer Ave.
6) Street names with letter/number designations are for planning purposes. Actual street names to be process as part of Final Map.
7) This tentative map conforms to all requirement of the California Subdivision Map Act and the City of Woodland Subdivision Ordinance (see Design Modifications).
8) Street Sections, grading/drainage, & water/sewer shown on separate sheets.
9) Refer to the Spring Lake Specific Plan for development standards.
10) Affordable housing unit locations to be determined.
11) This is an application for a development permit.

Design Modification

△ Shortened intersection tangent length at labeled intersections.

Intersection Curb Radii Table

Intersection Type	Minimum Radii at Face of Curb
Local to Local	25'
Local to Collector	30'
Collector to Collector	35'
Collector to Arterial	35'
Arterial to Arterial	35'

PROJECT SUMMARY

Zoning	Lot Type	Lots/Units	Area+/-	Density
R-4	65 x 105' typ.	128	33.3 ac.	3.8 du/ac.
R-5	55 x 105' typ.	100	20.1	5.0 du/ac.
R-8	45' x 95' typ.	147	23.1	6.4 du/ac.
Subtotal		375		
R-25	Apartments	233	9.3	25 du/ac.
Totals		608	85.7	
	Commercial		5.1	
	Park		4.0	
	Parkway		0.9	
	Fire Station		1.0	
	Major Roads		8.9	
Total			105.7	

Residential areas include paseo lots and exclude parkway lots.

VICINITY MAP
- nts -

0 100 ft

Sheet Index

Tentative Map	1
Grading and Drainage Plan	2
Water and Sewer Plan	3
Sections and Details	4

Subdivision Map # 5027

Revised Tentative Map

Spring Lake Central

City of Woodland, California

Scale: 1"=100'
(when printed 36 x 36")

March 8, 2013
Revised; November 5, 2014

WALTERS LAND PLANNING

SHEET #1

12-7

ATTACHMENT 12

DWELLING UNIT EQUIVALENT (DUE) CHART							
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-4 Single Family Residential (4 du/ac)	0	0	**R-4** Single Family Residential (4 du/ac)	128	33.30	+128	+33.3
R-5 Single Family Residential (5 du/ac)	185	37.0	**R-5** Single-Family Residential (5 du/ac)	100	20.1	-(85)	-(16.9)
R-8 Single Family Residential (8 du/ac)	258	32.3	**R-8** Single-Family Residential (8 du/ac)	147	23.1	-(111)	-(9.2)
TOTAL	**443**	**69.3**		**375**	**76.5**	**-68**	**+7.2**
R-15 * Multi-Family Residential (15 du/ac)	46	3.1	**R-15** Multi-Family Residential (15 du/ac)	0	0	-(46)	-(6.0)
R-20 Multi-Family Residential (20 du/ac)	125	6.25	**R-20** Multi-Family Residential (20 du/ac)	0	0	-(125)	-(6.25)
R-25 Multi-Family Residential (25 du/ac)	0	0	**R-25** Multi-Family Residential (25 du/ac)	**232**	9.3	+232	+9.3
TOTAL	**171**	**9.35**		**232**	**9.3**	**+61**	**-(.05)**
Net Change for Units and DUEs							
Total Units	**614**		**Total Units**	**607**		**-7**	
Dwelling Unit Equivalent (DUE) 0.66*	**556**		**Dwelling Unit Equivalent (DUE)**	**528**		**-28**	

- ***** 44 units were provided with the Rochdale Grange Project
- Multi-family has a Dwelling unit equivalent of 0.66 as compared to single family. This DUE is used for purposes of SLIF calculations.

City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Legislation Details (With Text)

File #:	14-694	Version:	1	Name:	
Type:	Staff Report			Status:	Agenda Ready
File created:	4/7/2015			In control:	Planning Commission
On agenda:	4/16/2015			Final action:	

Title: SUBJECT: Informational Report Concerning the Release of the General Plan Update 2035, Development Scenarios Report
DATE: April 16, 2015

RECOMMENDATION:
Staff recommends that the Planning Commission receive the General Plan Development Scenarios Report

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result

City of Woodland

MEMORANDUM

TO: Members of the Woodland Planning Commission
FROM: Cindy A. Norris, Principal Planner
SUBJECT: Informational Report Concerning the Release of the General Plan Update 2035, Development Scenarios Report
DATE: April 16, 2015

RECOMMENDATION:

Staff recommends that the Planning Commission receive the General Plan Development Scenarios Report

BACKGROUND:

The ***Development Scenarios Report*** introduces the second major phase of the Woodland General Plan Update process, in which options for the city's physical growth and development through the year 2035 are explored. The Report presents a Draft Preferred Land Use Map, proposed General Plan Land Use Designations, and a draft policy framework, as well as four potential development "Scenarios" that illustrate different ways in which Woodland could grow and develop over the planning period. The four scenarios show different ways in

which new housing, shopping, employment centers, and public facilities could be distributed throughout the city and the rest of the planning area to accommodate a range of possible population and job growth.

The selected scenarios, and the amounts and locations of growth that they represent, were chosen in response to direction from the Woodland City Council on November 19, 2013. The council requested evaluation of a draft Preliminary Composite Land Use Map that would develop in response to a "draft" set of triggers governing phasing, (location and timing), of new growth. In addition, Council requested that the scenarios test a range of growth projections, ranging from the low end of 0.8 percent annual growth in housing units to a high end of 1.7 percent annual growth.

It is important to recognize that by varying both amount and location of growth that many more development scenarios are possible beyond the four that are examined in this exercise. Based on Council direction, choices were made to identify a reasonable range of development options that combine development variables. The analysis did not exhaust every possible permutation. Rather, the Scenarios were designed to provide information regarding some key implications and to allow a better understanding how each variable impacts the outcome. By testing the four "Scenarios", we are able to gain a better understanding of how we might "mix and match" aspects of the scenarios to arrive at a desired Preferred Plan for growth through 2035.

Because the four scenarios are all based on development of the same land use plan, they all share some important similarities. At the same time, they illustrate important differences, presenting options for land use and direction of growth. Each scenario has been evaluated for its impacts on traffic, infrastructure, public services, and the City's fiscal circumstances, (or "balance sheet").

DISCUSSION:

The ***Development Scenario Report***, provides an in depth discussion concerning the analysis of each development scenario and a comparative evaluation and summary. The Report includes the following: an *Executive Summary*; Chapter 1: *Introduction*; Chapter 2: *Growth Opportunities and Constraints*; Chapter 3: *Draft Preferred Plan and Development Scenarios*; Chapter 4: *Comparison of Scenarios'* Yield; Chapter 5: *Comparison of Impacts by Scenario*; Chapter 6: *Achievement of Vision and Guiding Principles*; Chapter 7: Summary of Impacts; Chapter 8: *Next Steps*; and *Appendices*. The report will be available for view on the General Plan page of City's Web site, under Community Development at the following link, General Plan Update 2035 <http://www.cityofwoodland.org/gov/depts/cd/divisions/planning/generalplan/2035/default.asp>.

Members of the Woodland Community will have ample opportunity, through a variety of media and venues, to weigh in on what aspects of the four scenarios they like, what impacts concern them, and how they might balance and prioritize different impacts, including phasing and sequencing of growth.

Next Steps

Identification of a Preferred Land Use Plan and Strategy are essential for the process to move to the next crucial stage, which is the actual drafting of the General Plan document. The next steps in the General Plan Update process toward the determination of a preferred Land Use Map and key policies are as follows:

1. Presentation of the Scenarios and results of the testing in a series of meetings and workshops for review and discussion as follows:
    a. Public Workshop on **April 27, 2015**
    b. General Plan Steering Committee Workshop (week of May 11, 2015)
    c. Planning Commission Public Meeting(s) (June - depending upon scope of the resulting

discussion)

d. City Council Public Meeting(s) (July - depending upon scope of the resulting discussion)

2. Taking input from the analysis and meetings and workshops, the staff will develop a recommended preferred alternative Land Use Map and accompanying policy framework, which may involve components of several scenarios.

3. The City Council will then receive a detailed presentation and be asked to preliminarily approve a preferred Land Use Map and Development Strategy (timing and phasing), and key policy framework for use in developing the Draft General Plan for later consideration.

4. Once these steps are complete, the General Plan team will then begin the work to prepare the Draft General Plan and draft Environmental Impact Report.

5. It is anticipated that more in depth evaluation and conversation with the public and policy makers will be required at key points as the Draft General Plan document is being prepared to engage further on significant policy issues.

RECOMMENDATION:

Staff recommends that the City Council receive the General Plan Development Scenarios Report

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City of Woodland

City Hall
300 First Street
Woodland, CA 95695

Legislation Details (With Text)

File #:	14-707	Version:	1	Name:	
Type:	Staff Report			Status:	Agenda Ready
File created:	4/10/2015			In control:	Planning Commission
On agenda:	4/16/2015			Final action:	
Title:	SUBJECT: Review of Planning Commission Subcommittees DATE: April 16, 2015 RECOMMENDATION: Staff recommends that the Planning Commission: Review the Planning Commission Subcommittee List and select among current membership for appointment.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Subcommittee List				

Date	Ver.	Action By	Action	Result

City of Woodland

MEMORANDUM

TO: Members of the Woodland Planning Commission
FROM: Cindy A. Norris, Principal Planner
SUBJECT: Review of Planning Commission Subcommittees
DATE: April 16, 2015

RECOMMENDATION:

Staff recommends that the Planning Commission: Review the Planning Commission Subcommittee List and select among current membership for appointment.

BACKGROUND:

In the past the Planning Commission has had various appointed subcommittees that were identified based on key issues or projects that required additional attention and consideration. The last review of the Planning Commission Subcommittee List was provided in March of 2010. Since that time, the need for many of the previously identified subcommittee topic areas has become irrelevant, such as the Urban Limit Line Task Force or Undergrounding Committee. However, with the General Plan Update in process, the need for an active subcommittee for this topic area is considerable. Additional subcommittees may arise in the future as land use or other relevant subjects are brought before the Planning Commission for consideration.

Staff recommends that the Planning Commission discuss the Subcommittee List to determine if there may be additional future special meeting topics for consideration.

RECOMMENDATION:

Staff recommends that the Planning Commission: Review the Planning Commission Subcommittee List and select among the current membership for appointment.

ATTACHMENT:

Subcommittee List

PLANNING COMMISSION
ACTIVE SUBCOMMITTEES
(As of April 10, 2015)

GENERAL PLAN 2035 UPDATE COMMITTEE (2)

Chris Holt

GENERAL PLAN STEERING COMMITTEE REPRESENTATIVE (1)

Chris Holt

PUBLIC ART POLICY COMMITTEE (?)