



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, October 27, 2016

6:30 PM

Council Chambers

Please Note: The numerical order of items on this agenda is for convenience of reference; items may be taken out of order. No new items shall begin after 10:30 pm unless unanimous consent exists to continue.

A. Call to Order

B. Roll Call

C. Pledge of Allegiance

D. Staff and Commissioner Comments

This is an opportunity for the Planning Commission members and staff 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..

E. Subcommittee Reports

F. Communications from the Public

This is an opportunity for the public to speak to the Commission on any item other than those listed for public hearing on the agenda. Speakers are requested to use the microphone in front of the Commission and to begin by stating their name, whether they reside in Woodland and the name of the organization they represent if any. The Commission may impose a time limit on any speaker depending on the number of people wanting to speak and time available for the rest of the agenda. In the event comments are related to an item scheduled on the agenda, speakers may be required to wait to make their comments until that item is considered.

G. Approval of Minutes

[16-787](#)

SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of October 6, 2016.

Attachments: [A - October 6, 2016 Meeting Minutes](#)

H. Public Hearing

[16-766](#)

Oakland Pallet Conditional Use Permit: Request for a Conditional Use Permit to allow for the outdoor storage of new and used wood pallets,

and the assembly and minor repair of pallets on an existing 9-acre site located at 109 Pioneer Avenue (APN 027-370-023) in the Industrial Zone.

Location: 109 Pioneer Avenue

Applicant/Owner: Sixty Four Holdings, LLC

Environmental Report: CEQA Class 1 Categorical Exemption

APN: 027-370-023

Project Planner: Erika Bumgardner, Senior Planner

Staff Recommendation: Approval with Conditions

Attachments: [1 - Conditional Use Permit Resolution & EXH A & B](#)

[2 - General Application and Plan Set](#)

[16-664](#)

Spring Lake Specific Plan, Oyang North (PLNG15-00046) - Request to amend the General Plan and Spring Lake Specific Plan and approve a Tentative Subdivision Map (TSM #5091) and a Development Agreement for a 28.5-acre parcel located within the Spring Lake Specific Plan Area.

The General Plan Amendments include:

1. Re-designation and reduction in acreage of the 8.2 acre, R-15/Multifamily (Medium Density Residential) site to 4.6 acres of R-25/Multifamily (High Density Residential); and
2. Re-designation of the 18.8 acre, R-5/Single Family (Low Density Residential) site to 13.9 acres of R-5/Single Family (Low Density Residential) and 7.7 acres of R-8/Single Family (Medium-Low Density Residential).

The Specific Plan Amendments include:

1. Rezone and reduction in acreage of the 8.2 acre, R-15/Multifamily (15 du/ac) site to 4.6 acres of R-25/Multifamily; and
2. Rezone of the 18.8 acre, R-5/Single Family (5 du/ac) site to 13.9 acres of R-5/Single Family and 7.7 acres of R-8/Single Family (8 du/ac).

Tentative Subdivision Map #5091 will provide 112 single family residential lots and one (1) multi-family parcel, as follows:

1. 13.9 acres of R-5, Single Family - 60 single family lots
2. 7.7 acres of R-8, Single Family - 52 single family lots
3. 4.6 acres of R-25, Multi-family - min. 112 residential units

Location: The subject property (28.5 acres) is located at the southwest

corner of East Gibson Road and Harry Lorenzo Avenue (APN 041-070-063). The property is bound by East Gibson Road to the north, Farm Road to the south, Harry Lorenzo Avenue to the east, and State Highway 113 to the west.

Applicant/Owner: Bayless & Hicks (Applicant); Pan Pacific Development, Inc. (Owner)

Environmental Report: The proposed project is consistent with the Spring Lake Specific Plan Environmental Impact Report (SCH #99022069, Turn of the Century EIR) certified on August 15, 2000 (see Attachment 3, CEQA Addendum prepared June 2016).

APN: 041-070-063

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

Staff Recommendation: Recommend City Council Approval with Conditions

Attachments: [1 - Planning Commission Resolution Including a-d](#)
[2 - Draft Development Agreement](#)
[3 - CEQA EIR Addendum](#)
[4 - Project Application and Justification Statement](#)
[5 - Tentative Subdivision Map Plan Set](#)

[16-789](#)

Spring Lake Specific Plan, Oyang South (PLNG15-00047) - Request to amend the General Plan and Spring Lake Specific Plan, and approve a Tentative Subdivision Map (TSM #5092) and a Development Agreement for a 77.3-acre parcel located within the Spring Lake Specific Plan Area as follows.

The General Plan Amendment includes:

1. Re-designation of the 4.5 acre, R-25/Multifamily (High Density Residential) site and the remaining 64.4 acre, R-3/Single Family (Very Low Density Residential) site to 28.3 acres of R-3/Single Family (Very Low Density Residential) and 49 acres of R-4/Single Family (Low Density Residential).

The Specific Plan Amendment includes:

1. Rezone of the 4.5 acre, R-25/Multifamily (25 du/acre) site and the remaining 64.4 acre, R-3/Single Family (3 du/acre) site to 28.3 acres of R-3/Single Family (3 du/acre) and 49 acres of R-4/Single Family (4 du/acre).

The Tentative Subdivision Map #5092 will provide 250 single family residential lots, as follows:

1. 28.3 acres of R-3, Single Family - 82 single family lots
2. 49 acres of R-4, Single Family - 168 single family lots

Location: The subject property (77.3 acres) is located at the southeast corner of Marston Drive and Harry Lorenzo Avenue (APN 042-030-034). The property is bound by Marston Drive to the north, Road 25A to the south, Harry Lorenzo Avenue to the west, and the Heritage Remainder Area Phase I (Meritage Homes/Mayfair development) residential neighborhood to the east.

Applicant/Owner: Bayless & Hicks (Applicant); Himalaya Development, Inc. (Owner)

Environmental Report: The proposed project is consistent with the Spring Lake Specific Plan Environmental Impact Report (SCH #99022069, Turn of the Century EIR) certified on August 15, 2000 (see Attachment 3, CEQA Addendum, prepared June 2016).

APN: 042-030-034

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

Staff Recommendation: Recommend City Council Approval with Conditions

Attachments: [1 - Planning Commission Resolution including a-d](#)
[2 - Draft Development Agreement](#)
[3 - CEQA EIR Addendum](#)
[4 - Project Application and Justification Statement](#)
[5 - Tentative Subdivision Map Plan Set](#)

I. Business Items

Items for Planning Commission discussion and/or action that do not require public hearing.

J. Staff or Commissioner Comments

Continued as needed.

Receive Absence Requests.

K. Adjournment

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



Legislation Details (With Text)

File #: 16-787 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 10/19/2016 **In control:** Planning Commission
On agenda: 10/27/2016 **Final action:**
Title: SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of October 6, 2016.

Sponsors:

Indexes:

Code sections:

Attachments: [A - October 6, 2016 Meeting Minutes](#)

Date	Ver.	Action By	Action	Result
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Planning Commission Minutes

TO: Members of the Woodland Planning Commission

DATE: October 27, 2016

SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of October 6, 2016.

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

ATTACHMENTS:

Attachment A - October 6, 2016 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, October 6, 2016

6:30 PM

Council Chambers

A. Call to Order

Meeting was called to order at 6:30 pm.

Staff present:

Cindy Norris, Principle Planner

Jeff Ballantine, Associate Planner

B. Roll Call

Present 5:

*Chairman Kirby Wells, Vice Chairman Chris Holt, Commissioner Steve Harris,
Commissioner Marco Lizarraga, Commissioner Fred Lopez and Commissioner Elodia
Ortega-Lampkin*

Absent 1:

Commissioner Steve Harris

C. Pledge of Allegiance

D. Staff and Commissioner Comments

E. Subcommittee Reports

F. Communications from the Public

G. Approval of Minutes

[16-758](#)

SUBJECT: Planning Commission Minutes

RECOMMENDATION: Staff recommends that the Planning Commission adopt the minutes of the Planning Commission meeting of September 1, 2016.

Attachments: [A - September 1, 2016 Meeting Minutes](#)

A motion was made by Commissioner Lizarraga and seconded by Commissioner Lopez to approve the Planning Commission Meeting minutes of September 1, 2016.

The motion was carried by the following vote:

Ayes: Vice Chairman Holt and Commissioners Lizarraga, Lopez, Murphy and Ortega-Lampkin.

Abstained: Chairman Wells

H. Public Hearing

I. Business Items

[16-756](#)

SUBJECT: Appeal of Zoning Interpretation for 352 and 360 West Kentucky Avenue

DATE: October 6, 2016

RECOMMENDATION:

Staff recommends that the Planning Commission set the date of November 17, 2016 to conduct a public hearing to consider the appeal of a zoning interpretation made by the Zoning Administrator regarding a non-conforming industrial use at 352 and 360 West Kentucky Avenue ("Property"), in a Single Family Residential (R-1) zoning district.

Attachments: [1 - Zoning Interpretation](#)
 [2 - Appeal](#)

A motion was made by Commissioner Lopez and seconded by Commissioner Lizarraga to set a date of November 17, 2016 to conduct a public hearing to consider the appeal of a zoning interpretation made by the Zoning Administrator regarding a non-conforming industrial use at 352 and 360 West Kentucky Ave. The date was set by the following vote:

Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Lizarraga, Lopez, Murphy and Ortega-Lampkin.

[16-753](#)

SUBJECT: Long Range Calendar

DATE: October 6, 2016

RECOMMENDATION:

Staff recommends that the Planning Commission receive the Long Range Calendar for informational purposes only.

Attachments: [A - PC Long Range Calendar 9-27-16](#)

A brief presentation provided by staff.

[16-740](#)

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

DATE: October 6, 2016

RECOMMENDATION:

Staff recommends that the Planning Commission:

1. Hold Elections; and

2. Vote and select among current membership, the appointments of Chair and Vice-Chair of the Planning Commission

Attachments: [A - Planning Commission Rules and Regulations excerpt.pdf](#)

*A motion was made by Commissioner Lopez and seconded by Commissioner Lizarraga to continue the Election of Officers to the October 20, 2016 Planning Commission Meeting. The motion was carried by the following vote:
Ayes: Chairman Wells, Vice Chairman Holt and Commissioners Lizarraga, Lopez, Murphy and Ortega-Lampkin*

J. Staff or Commissioner Comments

Commission received request from Commissioner Ortega-Lampkin to have an excused absence from the Planning Commission meeting of October 27, 2016. Commission excused.

Chairman Kirby's absence of September 15, 2016 recognized as excused by Commission.

K. Adjournment

Meeting was adjourned at 6:52 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.



Legislation Details (With Text)

File #: 16-766 Version: 1 Name:

Type: Public Hearing Item Status: Agenda Ready

File created: 10/7/2016 In control: Planning Commission

On agenda: 10/27/2016 Final action:

Title: Oakland Pallet Conditional Use Permit: Request for a Conditional Use Permit to allow for the outdoor storage of new and used wood pallets, and the assembly and minor repair of pallets on an existing 9-acre site located at 109 Pioneer Avenue (APN 027-370-023) in the Industrial Zone.

Location: 109 Pioneer Avenue

Applicant/Owner: Sixty Four Holdings, LLC

Environmental Report: CEQA Class 1 Categorical Exemption

APN: 027-370-023

Project Planner: Erika Bumgardner, Senior Planner

Staff Recommendation: Approval with Conditions

Sponsors:

Indexes:

Code sections:

Attachments: [1 - Conditional Use Permit Resolution & EXH A & B](#)
[2 - General Application and Plan Set](#)

Date	Ver.	Action By	Action	Result
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Planning Commission
October 27, 2016

Oakland Pallet Conditional Use Permit: Request for a Conditional Use Permit to allow for the outdoor storage of new and used wood pallets, and the assembly and minor repair of pallets on an existing 9-acre site located at 109 Pioneer Avenue (APN 027-370-023) in the Industrial Zone.

Location: 109 Pioneer Avenue

Applicant/Owner: Sixty Four Holdings, LLC

Environmental Report: CEQA Class 1 Categorical Exemption

APN: 027-370-023

Project Planner: Erika Bumgardner, Senior Planner

Staff Recommendation: Approval with Conditions

General Plan Designation: Industrial

Current Zoning: Industrial

Specific Plan Designation: Not applicable

Existing Land Uses: An existing business, Four Wheel Campers, currently operates and will continue to operate within the existing 93,590 square foot warehouse building on the west half of the parcel. The remainder of the site is paved and has been used over time for outdoor storage of industrial/construction materials.

Flood Zone: Zone "AE" - Special flood hazard areas subject to inundation by 1% annual chance flood event. FIRM Community Panel Number - 06113C0 455H Revised May 16th 2012.

Street Access: Pioneer Avenue

Adjacent Land Uses & Zoning:

DIRECTION	LAND USE	ZONING
North	Industrial, Manufacturing/Assembly	I
South	Industrial, Warehouse/Distribution	I
East	Industrial, Warehouse/Distribution	I
West	Industrial, Truck Storage	I

Pending/Potential Action

Staff recommends that the Planning Commission:

1. Adopt Resolution PC16-_____ (Attachment 1), approving the proposed Conditional Use Permit for outdoor storage of wood pallets with minor repair and assembly at 109 Pioneer Avenue subject to the attached Conditions of Approval.

Project Site Description

The project site at 109 Pioneer Avenue consists of an approximately nine (9) acre parcel with an existing 93,590 square foot warehouse building occupied by Four Wheel Camper, a local business that assembles truck campers. The remainder of the parcel is paved. There is an accessory storage structure located on the site to the east of the main warehouse building.

Primary access to the site is from Pioneer Avenue where two driveways currently exist. Approximately 92

designated parking spaces are located on the project site along Pioneer Avenue and Tide Court. A row of mature trees runs along the eastern property boundary; however, the trees are located on the adjacent property to the east. Secondary emergency access is provided at the northeast corner of the site.

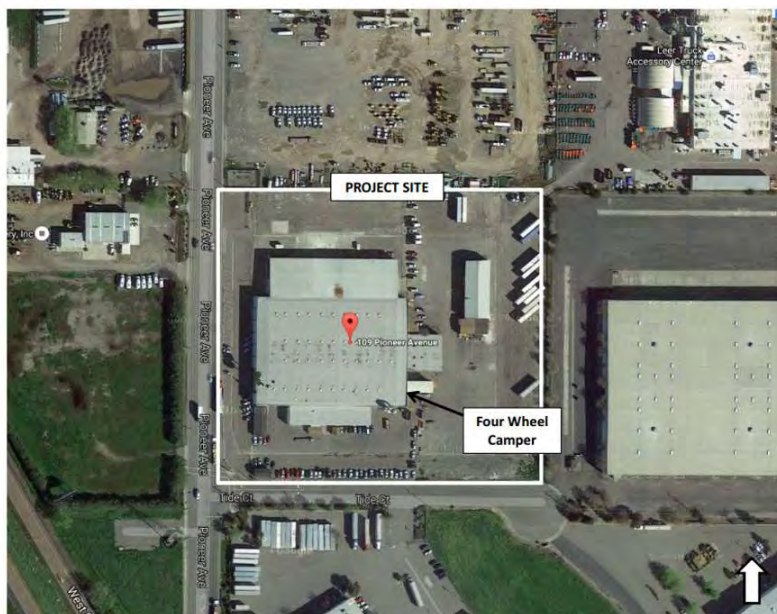


Fig. 1 Aerial Vicinity Map

Project Proposal

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow for the outdoor storage of new and used wood pallets, and the assembly and minor repair of pallets on the property by Oakland Pallet. The pallets will be stored around the periphery of the site within the parcel boundary as shown in Attachment 2, and below:

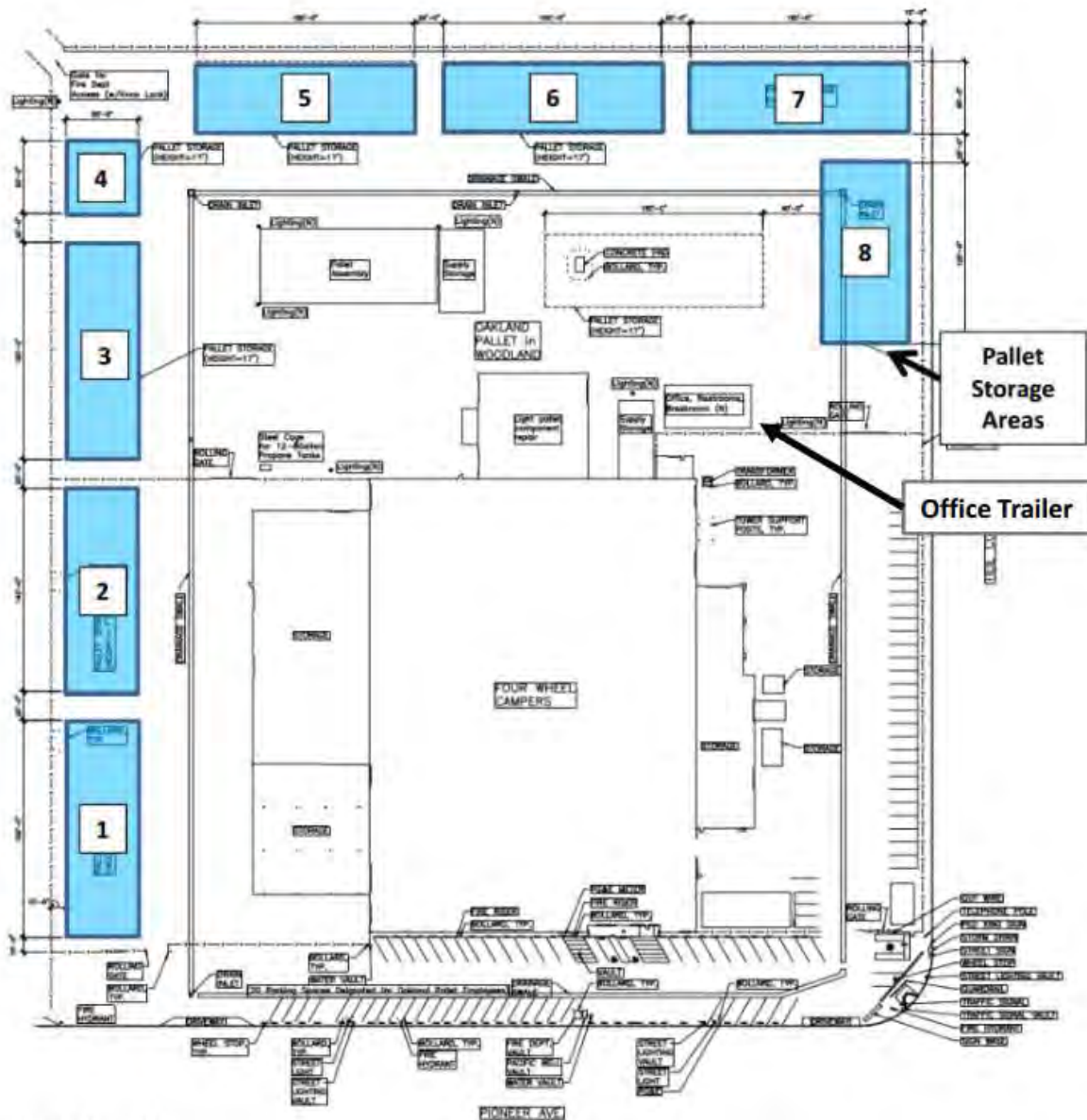


Fig. 2 Site Plan

There are eight storage areas proposed, generally 50 feet wide by 150 feet long. The pallets will be stacked 17 feet high. Working with staff, the applicant has agreed to limit stacking height to not more than 10 feet in the areas located closest to Pioneer Avenue and Tide Court (storage areas shown as numbers 1, 7 and 8 above), until such time that the perimeter trees along the public right of ways are of sufficient height and fullness to screen the pallets. According to the applicant's landscape architect, that will take approximately 2-3 years. After such time, pallets are permitted to be stacked not taller than 12-feet in height, in perpetuity, within a 50-foot setback area from the Tide Court and Pioneer Avenue property lines to limit visibility from the public right of ways. Pallets are loaded with a forklift from the floor and shall be maintained in a clean and neat (orderly) fashion.

The applicant is proposing the addition of a small portable trailer on site to serve as the office, breakroom and for restrooms for employees of Oakland Pallet. The trailer is located to the east of the existing warehouse building. Oakland Pallet will employ five to ten people and will operate Monday through Friday from 7:00 AM

to 5:00 PM and on Saturday from 7:00 AM to 12:00 PM.

Public Notification

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

- Legal notice was published in the Woodland Daily Democrat.
- Notices were mailed to all property owners within 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, October 21, 2016.

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
- The City of Woodland Zoning Ordinance
- The City of Woodland Community Design Standards

Environmental Assessment Status

The project was found to be exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15301 regarding "Existing Facilities." Section 15301 is a Class 1 Categorical Exemption pertaining to 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 project consists of negligible expansion of use, allowing for outdoor storage and minor repair of pallets in areas already paved and previously used for storage and or semi-truck parking.

The project also qualifies for a Class 11 Categorical Exemption pertaining to Accessory Structures (Section 15311), which allows for the construction, or replacement of minor structures accessory to existing commercial, industrial, or institutional facilities.

Reviewing Agency Comments

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

Staff Analysis

Staff supports this project based on the attached conditions of approval and provides the following analysis for the conditional use permit request:

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 project is consistent with this General Plan designation.

ZONING CONSISTENCY

Land Use

The zoning designation for the site is Industrial (I), which provides standards for properties located within the Industrial Zone. The purpose of this zoning is to encourage sound industrial development by providing areas exclusively for such development subject to regulations necessary to insure the protection of adjoining uses.

Industrial yard uses including: “building material and lumber sales yards;” “contractor storage yards;” and “junk, scrap, used materials, and auto wrecking yards” are permitted within the Industrial Zone with a Conditional Use Permit (CUP). Junk, scrap, used materials, and auto wrecking yards are more specifically allowed with a CUP in this zone provided that the use is located at least 500 feet from a more restrictive zone, the yard is enclosed by a solid fence not less than six (6) feet tall, and none of the material is stored higher than the fence.

All properties located within 500 feet of the project site are in the Industrial Zone. As stated above, working with the staff, the applicant has agreed to limit stacking height to not more than 10 feet in the areas located closest to Pioneer Avenue and Tide Court (storage areas shown as numbers 1, 7 and 8 above), until such time that the perimeter trees along the public right of ways are of sufficient height and fullness to screen the pallets. According to the applicant’s landscape architect, that will take approximately 2-3 years. After such time, pallets are permitted to be stacked not taller than 12 feet in height, in perpetuity, within a 50-foot setback area from the Tide Court and Pioneer Avenue property lines to limit visibility from the public right of ways. The fence itself will be 8 feet in height and will consist of chain-link/cyclone with colored slats to limit visibility into the project site.

Staff finds that this agreement fulfills the intent of the Zoning Ordinance to screen outdoor storage of materials from public view. While some visibility of pallets may still be present, it will be from a distance of at least 50 feet and screened by tree canopy, rendering the stacks minimally visible from the public right of way. A project Condition of Approval has been included in (Attachment 1, Exhibit A) reiterating that agreement.

As conditioned, the proposed project is consistent with the Zoning Ordinance.

Parking

Article 23 of the Zoning Ordinance addresses off-street parking and loading requirements. If the conversion of a building use requires an increase in off-street parking spaces of ten percent or less, no additional off-street parking shall be required.

Industrial uses are required to provide not less than one parking space for each two thousand square feet of gross floor area or 1.4 parking spaces per two employees on duty at the same time, whichever will provide the greater number of parking spaces.

The approximately 93,590 square foot warehouse building occupied by Four Wheel Camper requires approximately 47 parking spaces. Currently, 92 designated parking spaces exist on-site. Proposed landscaping will eliminate a small number of spaces; however re-striping will allow for the replacement of those spaces, resulting in 92 proposed spaces. Twenty (20) of those 92 spaces will be designated for Oakland Pallet employees, leaving ample parking available for Four Wheel Camper.

Setbacks

Industrial Zone setback standards are as follows:

Minimum Setback Requirements	
Front Yard	20'
Rear Yard	0'
Side Yards	0'
Street Side Corner Lot	20'

The existing buildings at the project site meet all setback requirements.

Lot Coverage

Maximum lot coverage within the Industrial Zone is sixty percent. Permanent structures located at 109 Pioneer Avenue cover approximately 25 percent (25%) of the lot.

Landscaping

Article 22 of the Zoning Regulations addresses landscaping. Currently the entire site is paved with the exception of an approximately five-foot wide strip running along the Tide Court property line that is unpaved and currently consists of dirt and weeds. The applicant is proposing additional landscaping along the property frontage (along Pioneer Avenue) and along Tide Court consistent with Zoning Regulations and to sufficiently screen taller pallet stacking/storage areas on site.

Signage

The project is not proposing new signage at this time. Future proposed signage or replacement signage would require staff level design review.

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.

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 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: Adopt Resolution PC16-_____ (Attachment 1), approving the proposed Conditional Use Permit for outdoor storage of wood pallets with minor repair/assembly at 109 Pioneer Avenue subject to the attached Conditions of Approval.

ATTACHMENTS:

Attachment 1: Conditional Use Permit Resolution

Exhibit A: Conditions of Approval

Exhibit B: Site Plan

Attachment 2: General Application and Plan Set

RESOLUTION NO. PC 16 - _____

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
WOODLAND APPROVING A CONDITIONAL USE PERMIT TO
ALLOW FOR THE OUTDOOR STORAGE OF NEW AND USED WOOD
PALLETES AND THE ASSEMBLY AND MINOR REPAIR OF PALLETES
ON AN EXISTING NINE ACRE SITE LOCATED AT 109 PIONEER
AVENUE (APN 027-370-023) IN THE INDUSTRIAL ZONE.**

WHEREAS, the Woodland Planning Commission held a duly noticed public hearing on October 27, 2016, to review and consider a request for a Conditional Use Permit to allow for the outdoor storage of new and used wood pallets, and the assembly and minor repair of pallets on an existing nine-acre site located at 109 Pioneer Avenue (APN 027-370-023), as shown in Exhibit B, in the Industrial Zone.

WHEREAS, the proposed project conforms to the City of Woodland General Plan and Zoning Ordinance, in that use is conditionally permitted in the Industrial Zone, is consistent with the zoning and general plan, and appropriate conditions have been made part of the approval; 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 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, the nature, intensity and condition of the proposed use is compatible with existing and adjacent uses and structures and appropriate for the site, in that the project is for the outdoor storage of wood pallets and minor assembly and repair in the vicinity of welding, manufacturing, and food processing uses of a similar industrial nature; the project meets all applicable development standards; and appropriate conditions have been made part of the approval; and

WHEREAS, the proposed project substantially satisfies the design requirements and intent of the Community Design Standards for the development in the City of Woodland; and

WHEREAS, the project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15301 and 15311; and

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

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

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

1. Approve the proposed Conditional Use Permit for outdoor storage of wood pallets with minor repair and assembly at 109 Pioneer Avenue, as shown in Exhibit B, based on the findings and subject to the conditions of approval, attached hereto as Exhibit A and incorporated by this reference.

PASSED AND ADOPTED by the Planning Commission of the City of Woodland at a regular meeting on the 27th day of October, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Kirby Wells, Chairperson

ATTEST:

Cindy Norris, Principal Planner

Exhibit A – Conditions of Approval
Exhibit B – Site Plan

Exhibit A:
Conditions of Approval
Oakland Pallet – Outdoor Pallet Storage
October 27, 2016

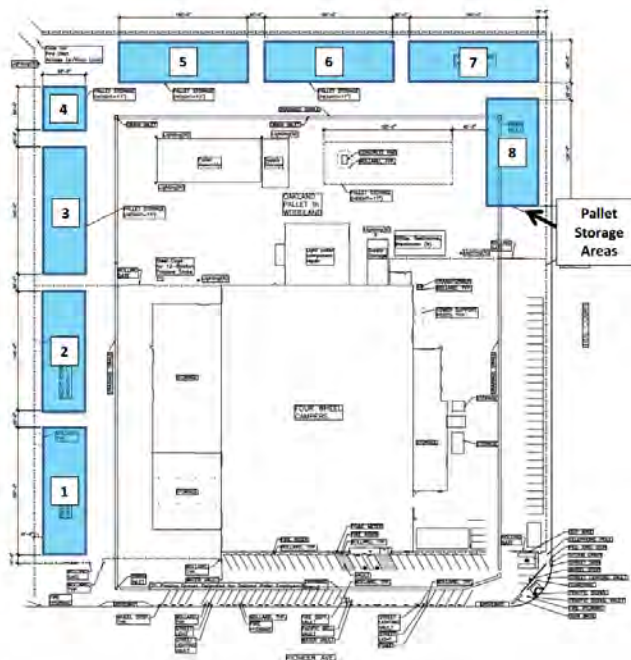
PLANNING

General:

1. The project is as described in the staff report prepared for the October 27, 2016, Planning Commission meeting to approve a Conditional Use Permit to allow for outdoor storage of wood pallets with minor repair and assembly at 109 Pioneer Avenue in the Industrial Zone.
2. Secure approval and satisfy requirements of all agencies that have jurisdiction.
3. 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 doing business in the City.
4. The applicant shall defend (by counsel reasonably satisfactory to the City Attorney), indemnify, and hold harmless the City of Woodland, its agents, officers, and 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.
5. The site shall be maintained in accordance with the approved plans which include site plans and landscaping plans on file in the Community Development Department, the conditions contained herein, and Municipal Code regulations.
6. Outside storage of solid wastes, containers, merchandise or other items or goods awaiting pickup, sale or other distribution shall be prohibited except when screened to the satisfaction of the Community Development Director, except as otherwise stated below for pallet storage.
7. Any future trash dumpsters located on site shall require review by the Planning Division and shall be enclosed and the enclosure shall have a roof per City Standards. A site plan showing the proposed location of the trash enclosure shall be provided to the Planning Division. If the trash enclosure is visible to the public, the enclosure shall be of high quality design and elevations shall be provided for review and approval by the Planning Division. A Building Permit will be required.
8. The rear portion of the site shall be enclosed by a solid fence not less than eight (8) feet tall, or other fence as approved by the Community Development Director, to screen all outdoor storage areas and no materials shall be stored higher than the fence, except as otherwise stated below for

pallet storage. Fencing shall be installed eight (8) feet from the property line (from back of curb). It is preferred that fencing along the front portion of the site remains open-style to allow for visibility into the site at primary entrances for safety and security and to prevent the appearance of a long wall along Tide Court in particular.

9. Pallet storage areas shall be located as depicted on the approved Site Plan (Exhibit B). Any relocation of storage areas shall be approved by the Community Development Department, or as deemed necessary by the Community Development Director, may be elevated for review and approval by the Planning Commission as a modification to the Conditional Use Permit.
10. Pallets shall not be stacked taller than 12 feet in height within a 50 foot setback from the south and west property lines along Tide Court and Pioneer Avenue. Pallets shall not be stacked taller than 17 feet elsewhere on the site.
11. Until such time that perimeter trees grow to a sufficient height and fullness (at the discretion of the Community Development Director) to screen pallets, pallets shall not be stacked taller than 10 feet in storage areas 1, 7 and 8 (those closest to Tide Court and Pioneer Avenue) as show in the graphic below.



12. Pallets shall not be stored or stacked within 10 feet of the south and west property lines along Tide Court and Pioneer Avenue.
13. Pallet stacks shall be maintained in a clean and neat (orderly) fashion. Leaning or haphazardly stacked pallets is prohibited.
14. New business signage shall be subject to review and approval by the Community Development Director to ensure conformity with applicable Zoning Ordinance and Community Design

Standards and shall be subject to all applicable building permit requirements prior to the commencement of work.

15. If operating after dusk, lighting shall be provided on site at the office and throughout work areas for safety and security. A lighting plan shall be submitted to the Planning Division for review and approval. Lighting shall be directed downward and comply with City standards.
16. The Conditional Use Permit shall not be issued until the appeal period has expired or final action on an appeal has been rendered.
17. The Conditional Use Permit must be exercised within one year of issuance, or it shall be null and void by act of law (Section 25-27-70).
18. Within 60 days of date of project approval by the Planning Commission, applicant shall install landscaping along the property frontage (along Pioneer Avenue and Tide Court) and shall remove weeds. A final landscape plan shall be submitted for review and approval by the Planning Division. Timeframe may be extended upon request and approval by the Community Development Director. In any case, landscaping and fencing shall be installed prior to pallet storage on site.
19. Any handling, treatment, storage and/or disposal of hazardous material and wastes shall be in compliance with all applicable State and Yolo County laws and regulations.

BUILDING

20. 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
 - H. Note: If project plans are submitted after January 1, 2017 design shall comply with the 2016 California Code
21. 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.
 - a. Recycle plan is required at time of permit issuance along with a \$1000 deposit. This applies to any permit where the total area of renovation is over 1000 square feet.

22. 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.
23. All plans, computations, and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
24. 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.
25. NOTE: Site is located within the Special Flood Hazard Area. Determination of exact flood elevation will be required for this project. *Development impacts to adjacent project sites and surrounding non-project areas shall be evaluated for flood impact. (As part of any construction project.)*
26. FEMA Flood Certificate for final slab shall be at or above Base Flood Elevation.
27. If a permanent building or structure is proposed, a soils investigation report shall be provide as specified in section 1803.2 of the 2013 CBC or a review of an existing report by a license soils engineer. (For New Building construction projects).

DEVELOPMENT SERVICES ENGINEERING

Fees

28. Owner shall pay applicable development impact and surface water fees prior to issuance of building permit, and shall pay fees in effect at the time of building permit. Fees are for the office/restroom/breakroom building and will be in the Industrial category.
29. 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.
30. 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.
31. The Owner is hereby notified that the 90-day protest period, commencing from the date of project approval, has begun. If the Owner fails to file a timely protest regarding any of the fees, dedication requirements, reservation requirements and/or other exactions contained in this notice, complying with all the requirements of Government Code, Section 66020, the Owner will be legally barred from later challenging such fees, dedications requirements, reservation requirements and/or other such exactions. Notwithstanding the foregoing, the City does not waive any rights it may have to enforce any settlement agreement, memorandum of understanding, or other agreement with the

Owner which authorizes the City to impose certain fees, and which may waive the Owner's right to challenge the imposition of some or all of the fees, dedication requirements, reservation requirements, and/or other exactions set forth in these conditions of approval.

General

32. OWNER shall install City approved backflow device(s) tested for approval by the Public Works Department on all existing services. This work will need an encroachment permit and shall be done concurrently or prior to the installation of the trailer, or the start of storage.
33. All public improvements shall conform to the current City of Woodland Standard Specifications.
34. Prior to issuance of a building permit the Owner shall obtain an encroachment permit for the construction of public improvements and post any security determined necessary by the City Engineer. Public improvements shall including utility connections, sidewalks, curb, gutter, and driveways.
35. The Owner shall prepare improvement plans for all work within the public right-of-way or public easements and submit them to the Engineering Division of the Community Development Department with encroachment permit application for review and approval. This submittal is separate from the building permit submittal.
36. If Owner desires a separate metered water service to serve the building, contact Community Development Department Engineering division, Lolly Weichel, (530) 661-5950, or lolly.weichel@cityofwoodland.org

Storm Water Quality

37. Project shall have disconnected roof drains and splash blocks. Roof drainage shall not enter a conduit to the street.

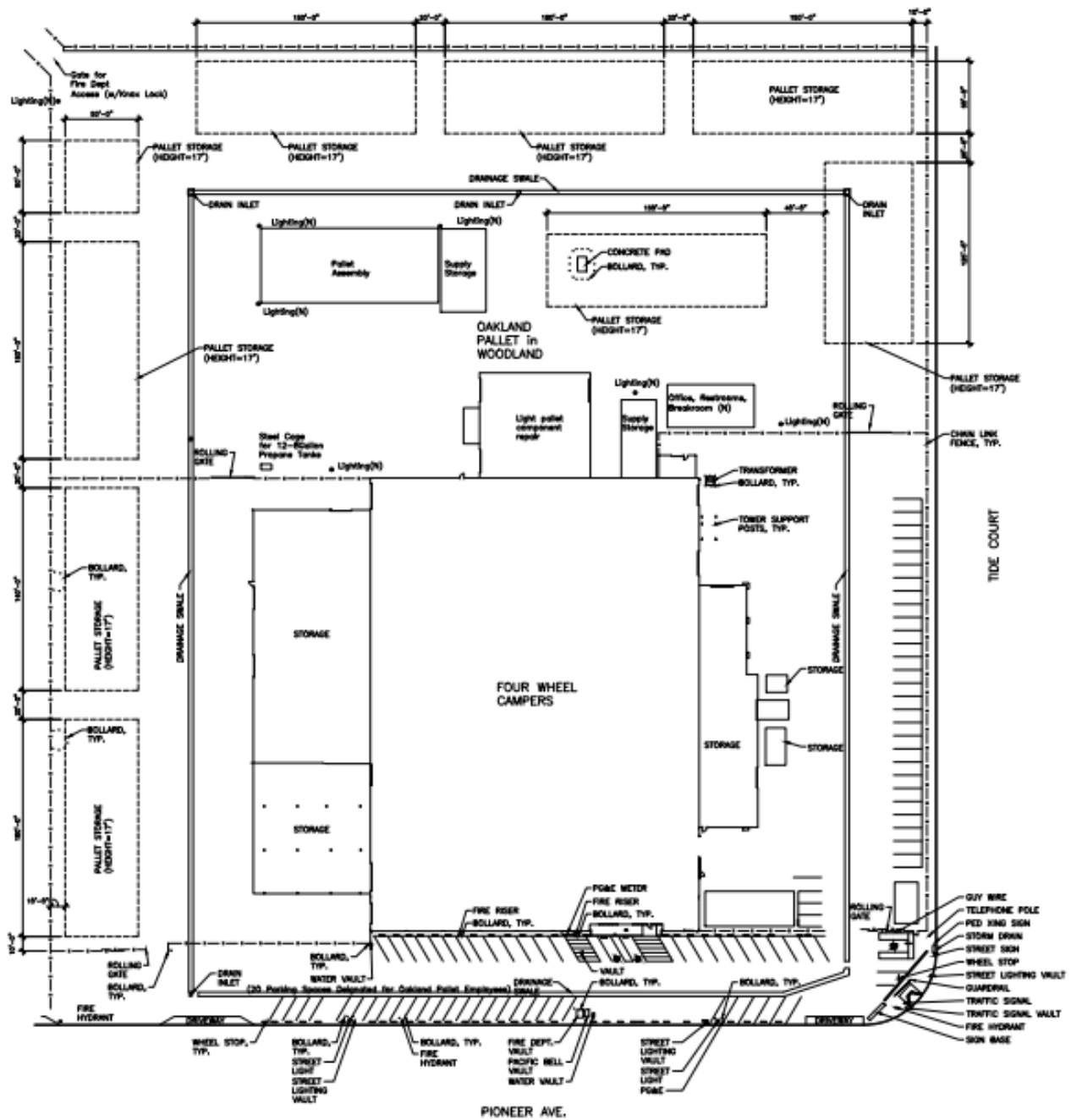
Flood Plain

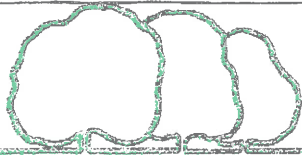
38. Owner shall comply with all Federal, State, and Local requirements for developing in a flood plain. Property appears to be in the 100 or 200 year Flood Plain. Owner shall consult with the Flood Plain Engineer, Tim Busch (661-5963) and the Flood Plain Administrator Paul Siegel (661-5819) prior to plan preparation.

FIRE

39. Project shall conform to section 906 of the 2013 California Building Code as to the required fire extinguisher requirements, for both size and location of fire extinguishers.

Exhibit B: Site Plan





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:

SIXTY FOUR HOLDINGS, LLC

MAILING ADDRESS:

2500 GRANT AVE

CITY STATE ZIP CODE:

SAN LORENZO, CA 94580

PHONE NUMBER:

510-278-1291

E-MAIL ADDRESS:

joseph@oaklandpallet.net

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 #2357 | ☒ Design Review #1222 | ☐ Sign Design Review |
| ☒ Conditional Use Permit (CUP) 3922.00 | ☐ Zoning Administrator Permit | ☐ Variance |
| ☐ Public Convenience or Necessity | ☐ Other Cat. #529 | |

Total
\$ 8030

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

3. Project Description

Project Name: OAKLAND PALLET CUP

5.1 ACRES

Total Acres or Square Feet

41 5.1 ACRES

Site address or location:

109 PIONEER AVENUE

Assessor's Parcel Number:

027-370-023-000

Is Your Project Located in a Flood Zone?

☒ Yes

☐ No

>1-2' 200 YEAR FLOOD

Does this request include signage?

☐ Yes

☒ No

4. Justification for Request



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

PLNG 16-00060

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

Single Family _____ Half-plex _____

Do you intend to market the units for sale?

Duplex _____ Apartments _____

☐ YES ☐ No

Condominiums _____ Other _____

Do you intend to market the units for rent?

Townhomes _____ Total Units _____

☐ 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.

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

Applicant:

8/02/16

Date

Legal Owner:

8/02/16

Date

Legal Owner:

Date

DEPARTMENT USE ONLY

Amount Paid: _____

Project No: _____

Amount Due: _____

Logged by: _____ Date: _____

GP / Zoning Designation: _____

Planner: _____ Date: _____

August 2, 2016

Response to,

City Of Woodland, General Application Form, 4. Justification for Request

4. Justification for Request,

Oakland Pallet's planned use location is the rear 5.1 acres of 109 Pioneer Avenue, Woodland Ca, 95695. Four Wheel Campers, Incorporated currently occupies the front 4.2 acres of the property (see Attachment-Exhibit A). The zoning for the parcel is Industrial. Oakland Pallet's planned use for the facility consists of new and used wood pallet storage, assembly, and minor component repairs. The facility will be one of five locations currently operated by Oakland Pallet in Northern California, which are all in good standing with local municipalities. The use fits well within the General Plan, although it has been suggested that a Conditional Use Permit is required for the outdoor storage of the pallets. The main concern being the screening of the outdoor storage by way of Landscaping. Included in the CUP application is a Landscaping plan prepared by Scott Volmer, Landscape Architect of Great Valley Design. The Landscape design will provide adequate screening, and will help the improve the overall appearance of the Industrial area.

OWNER:
OAKLAND PALLET
COMPANY, INC.
2500 GRANT AVE.
SAN LORENZO, CA

PROJECT:
109 PIONEER AVE.
WOODLAND, CA
SITE PLAN
and EXTERIOR
ELEVATIONS

PROJECT NOTES:

Zoning: Industrial
Parking spaces designated for Oakland Pallet employees: 20
Employee Counts: 6-10

Floodplain
Designation: less
than 1'-2' for
200 Year Flood
Zone Designation

Site Elevations:
44.1' - 46.2'

Lot Coverage:
AC-Asphalt
Concrete typical
throughout.

Storm Water Quality Ordinance Exempt— Facility is fully paved, no soil to be disturbed.

REVISIONS

PLAN NORTH

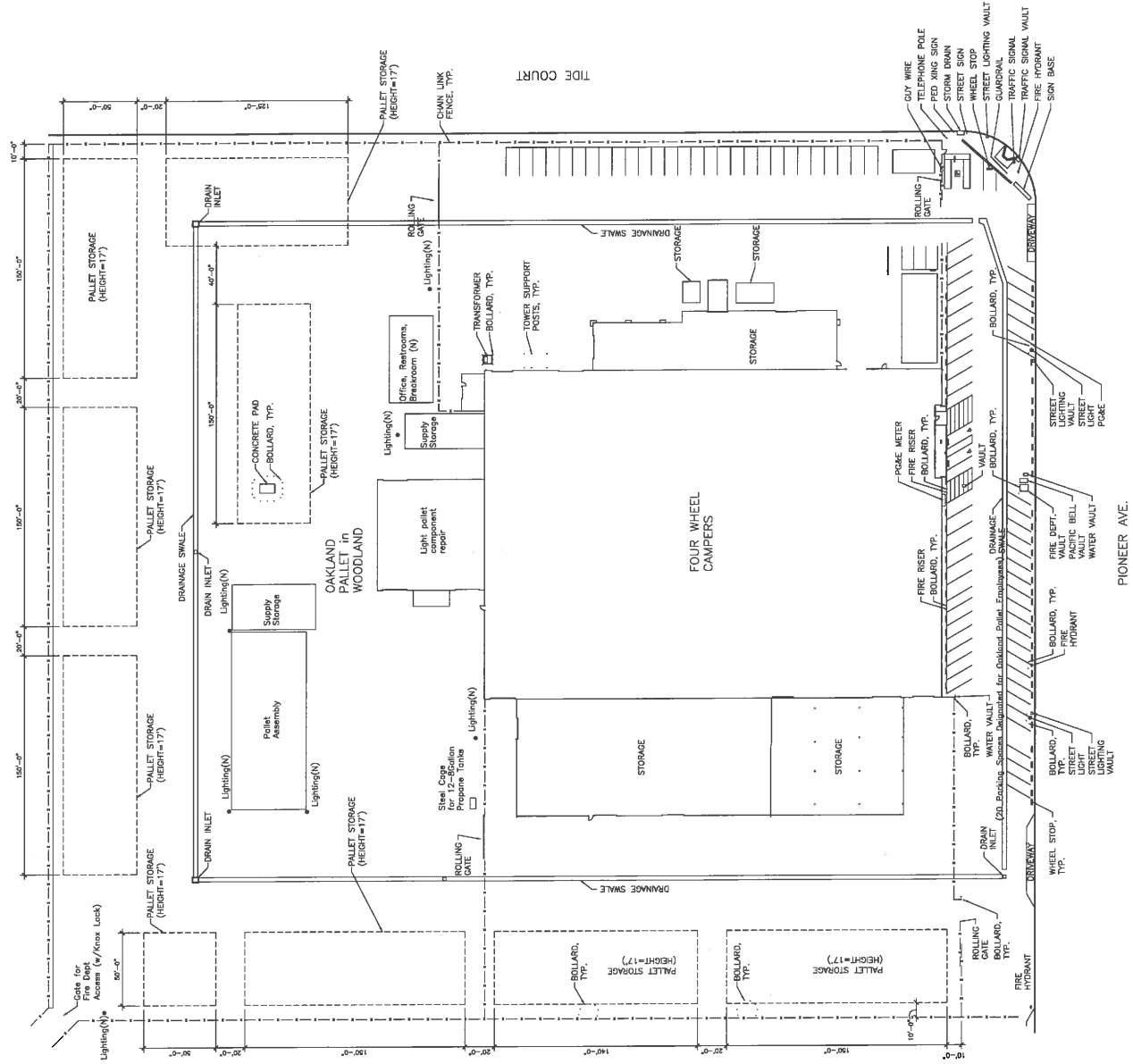
NOTE: PDF FILES MAY
NOT PRINT TO SCALE.

OWNERSHIP AND USE OF DOCUMENTS

All designs, concepts and plans submitted or created by the client shall remain the property of the client. The client shall retain the right to use, modify, reproduce, distribute, and otherwise use the designs, concepts and plans for any purpose whatsoever without the written consent of the firm. The firm shall retain the right to use the designs, concepts and plans for the purpose of promoting its business and for the purpose of creating new designs, concepts and plans. The firm shall not be responsible for the use, modification, reproduction, distribution, or otherwise use of the designs, concepts and plans by any third party. The firm shall not be responsible for the use, modification, reproduction, distribution, or otherwise use of the designs, concepts and plans by any third party. The firm shall not be responsible for the use, modification, reproduction, distribution, or otherwise use of the designs, concepts and plans by any third party.

NEW SITE PLAN

100

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2

PLAN NORTH

NOTE: PDF FILES MAY
NOT PRINT TO SCALE.

[illegible]

APPROX. TOWER HEIGHT, TYP.



OWNER:
OAKLAND PALLET
COMPANY, INC.
2500 GRANT AVE.
SAN LORENZO, CA

PROJECT:
109 PIONEER AVE.
WOODLAND, CA
SITE PLAN
and EXTERIOR
ELEVATIONS

Diagram illustrating the layout of a storage area. The dimensions shown are 10'-0" and 50'-0". The area is labeled "PALLET STORAGE".

--- PALLET STORAGE

Diagram illustrating the layout of a storage area. The area is divided into sections by dashed lines. The dimensions are indicated as 60'-0" and 10'-0". The label "PALLET STORAGE" is present, indicating the purpose of the area.

 $60^{\circ}-0^{\circ}$

10'-0"

EXISTING SOUTH ELEVATION (TIDE COURT)

90°-0°

10'-0"

NOTE: PDF FILES MAY
NOT PRINT TO SCALE.

OWNERSHIP AND USE OF DOCUMENTS

All designs, concepts or plans obtained or represented by this drawing are owned by, and the right of copyright in this drawing is the property of CORPORATE DESIGN GROUP, INC. All use of this drawing, including reproduction, for any purpose, without the written consent of CORPORATE DESIGN GROUP, INC. is prohibited. This drawing is to be used only for the specific project, and no other use, reproduction or plans shall be made by, or for, any person, firm without the written consent of CORPORATE DESIGN GROUP, INC. Written dimensions on this drawing shall be the only dimensions to be used.

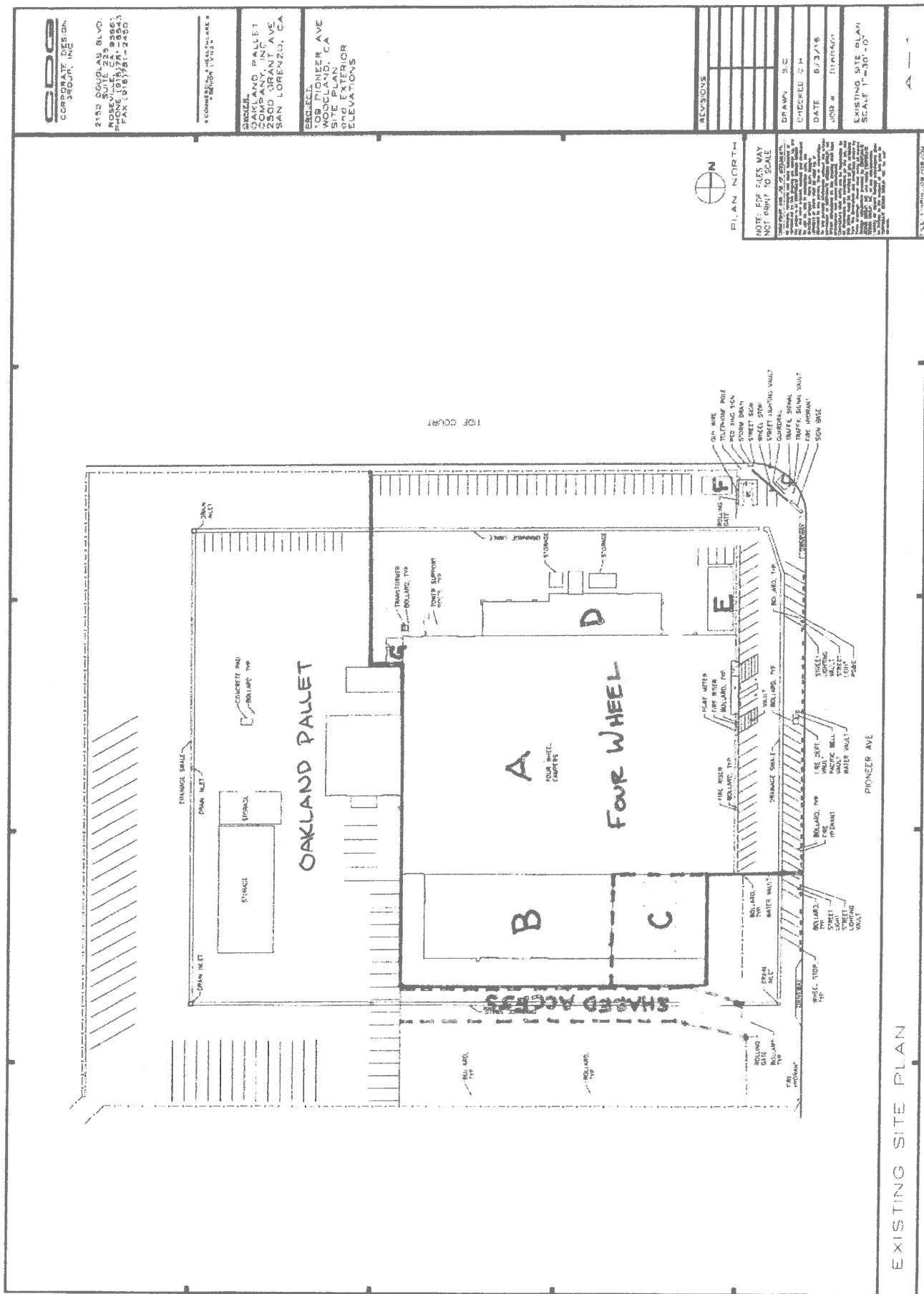
Contributors shall verify and be responsible for all dimensions and conditions on the job, and the office must be notified of any variations. The drawings are to be used for the construction of these drawings. Owner shall verify all measurements and conditions provided by CORPORATE DESIGN GROUP, INC. and notify CORPORATE DESIGN GROUP, INC. of any discrepancies. LIABILITY for square footage calculations shall be limited to the amount of time paid for such CORPORATE DESIGN GROUP, INC. for such

EXTERIOR ELEVATIONS
SCALE: 1"=20'-0"

PROPOSED SOUTH ELEVATION (TIDE COURT)

М
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△

FILE: F:\np\n_09\08\08



7. EXISTING WATER SUPPLY, IRRIGATION VALVES, ELEC. SOURCE

PROPOSED PLANT LIST		COMMON NAME	INITIAL SIZE
SYMBOL	BOTANICAL NAME		
TYPE			
	COLUMBIAN REDWOOD TREE	GRAND EMBLON OAK	24' HIG
	COLUMBIAN SILVERBERRY TREE	HOLLY HAZ, CALABURRA	15' HIG
	EVERGREEN AND SCHRUBBER		
	HYDRANGEA MICANT	ST. DOTS WERT	1' HIG
	LEMON LEMON	LEMON LEMON	1' HIG
	LEMON LEMON	LEMON LEMON	1' HIG
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	LEMON LEMON	LEMON LEMON	1' HIG
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California Landscape Architect # 4740
01-28-16



City of Woodland
Community Development Dept.
300 First St, Woodland CA 95695
(530) 661-5820 www.cityofwoodland.org

INITIAL STUDY

INITIAL STUDY

The Initial Study is a requirement of the California Environmental Quality Act (CEQA) Guidelines and is used to determine whether further review of environmental factors of the project will be necessary, and, if so, whether a Negative Declaration (ND) or Environmental Impact Report (EIR) will be the most appropriate document. Completion of an Initial Study is a prerequisite to filing an application for Planning Commission action. Accuracy and completeness in the preparation of this study is essential. Incomplete materials will only result in a delay for the applicant as the study will be rejected until properly developed.

INSTRUCTIONS: Please complete the following statement by filling in the designated blank spaces. Responses should be printed or typed so as to be legible. All appropriate spaces must be filled in and the required maps, photos, and plans submitted with this form. Additional information may be attached. The applicant should provide as much information as possible in this submittal to allow reviewers to have a thorough understanding of the project. Please submit thirteen (13) copies of this form and all support documents with the appropriate filing fee to the Community Development Department to begin the environmental review process. All maps/site plans shall be folded to 8½" by 11."

NOTE: If you do not submit an application within four (4) months from the date of the City of Woodland notifying you of their comments on your Initial Study, your file will be closed. Once the file is closed, you will need to submit a new Initial Study which requires a new fee.

**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: _____

Date Submitted: _____

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: _____

JOSE G. PADIUA, 2500 GRANT AVE., SAN
LORENZO, CA 94580, 510-278-1291, 510-750-3326

2. Name, address of legal property owner as shown on tax statement: _____

SIXTY FOUR HOLDINGS, LLC
2500 GRANT AVE., SAN LORENZO, CA 94580

3. Address of project and/or description of location: _____

109 PIONEER AVE., WOODLAND, CA.
95695

4. Assessor's Parcel Number(s) of project site: 027-370-023-000

5. Indicate the project application which accompanies this form: _____
OAKLAND PAWET CUP
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 _____
NO
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): _____
NONE
8. Existing zoning district(s) of project site: INDUSTRIAL
9. Existing General Plan Designation(s) INDUSTRIAL
10. Existing Specific Plan Designation(s) INDUSTRIAL
11. Fully describe the nature and purpose of the proposed project including the ultimate use of the property: _____
WOOD PAWET REPAIR, STORAGE, AND
ASSEMBLY.
12. Community benefits to be derived from the project: _____
NEW EMPLOYMENT OPPORTUNITIES FOR
LABORERS, DRIVER(S) AND MANAGEMENT.

II. Project Description

1. Project Description

- a. Site size in acres or square footage: 5.1 ACRES
- b. Highest and lowest elevations on site: 44.1' - 46.2'
- c. Number of floors of proposed construction: NA
- d. Number of proposed off-street parking spaces provided: 20
- e. Anticipated project schedule (timeline): NA

- f. Is this project dependent on an existing or future project? If yes, please explain:
NA

- g. Anticipated future phases: NONE

- h. If RESIDENTIAL, include the number of units, unit sizes, range of sale prices or rents, and gross density (units)acre:
NA

- 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.
NA

- j. If INDUSTRIAL, indicate type, estimated employment per shift, loading facilities, square footage of office area and total square footage of building area:
WOOD PAWET REPAIR, STORAGE, ASSEMBLY. EMPLOYEES
5-10 EMPLOYEES; LOADING WITH FORKLIFT FROM FLOOR,
OFFICE, BREAK ROOM AND RESTROOM TOTAL AREA = 1800 SF.

If INSTITUTIONAL, indicate the major function, estimated employment per shift, estimated occupancy, and total square footage of building:

NA

If the project involves a variance, conditional use permit or rezoning application, state this and explain clearly why it is required:

CUP REQUIRED DUE TO OUTDOOR STORAGE OF
USED WOOD PALETS.

k. Number and species of existing trees 6 inches or larger in diameter:

2

l. Number, size, and species of trees to be removed: $\emptyset$

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:

PG&E EASEMENT (ATTACHMENT B)

n. Name of creeks and natural or man-made drainage channels through or adjacent to the property: NA

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):

PIONEER AVENUE

q. Identify wildlife and/or native plants that are known to exist on the property (include seasonal migrations and/or observations):

NONE

r. Are any easements known to traverse the site? If yes, explain the type and purpose:

PG&E EASEMENT FOR GAS PIPELINE
UNDERGROUND.

2. Provide details on existing uses of the site. Are there existing structures on the site? If yes, describe use and whether they will be demolished or relocated; if residential, give the number of current occupants: 93,590 SF WAREHOUSE IN FRONT AREA OF PARCEL OCCUPIED BY 4 WHEEL CAMPERS. REAR 5 ACRES OF PARCEL TO BE USED BY PALLET FACILITY. NO DEMOLISHING OF ANY STRUCTURES.
3. Is site within water and sewer service areas? YES
4. Is site within existing city limits? YES
5. Are there 25% or greater slopes on the property? NO
6. Is the site susceptible to landslides? (refer to Chapter 8 in the General Plan Background Report) NO
7. Is any portion of the site within the 100 year floodplain? YES, > 1.0-2.0' (200 YR)
8. Is any portion of the site within the 500-year floodplain? YES (ELEVATION CERTIFICATE PROVIDED)
9. 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
10. Is the site listed on California EPA's Hazardous Site List? NO
11. What is the farmland designation of the proposed site? (refer to Figure I-5 in the General Plan Background Report.) CLASS 2 (ATTACHMENT C)
12. Is the site under agricultural contract? If yes, what is contract # and expiration date?
NO

III. 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).

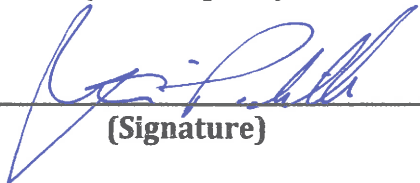
Yes	Maybe	No	
☐	☐	☒	A. Change in existing features of any lakes, reservoirs or hills, or substantial alteration of ground contours.
☐	☐	☒	B. Change in scenic views or vistas from existing residential areas or public lands or roads.
☐	☐	☒	C. Change in character of general area of project.
☐	☐	☒	D. Produce or involve large amounts of solid waste or litter.
☐	☐	☒	E. Disrupt or adversely affect a historic or archaeological site.
☐	☐	☒	F. Change in dust, ash, smoke, fumes or odors in vicinity.
☐	☐	☒	G. Change in lake, stream or ground water quality or quantity, or alteration of existing drainage patterns.
☐	☐	☒	H. Substantial change in existing noise or vibration levels in the vicinity.
☐	☐	☒	I. Site on filled land or on slope of 10 percent or more.
☐	☐	☒	J. Use or disposal of potentially hazardous material such as toxic substances, flammable or explosives.
☐	☐	☒	K. Substantial change in demand for public services (police, fire, water, sewage, schools, etc.).
☐	☐	☒	L. Substantially increase fuel or energy consumption (electricity, oil, natural gas, etc..
☐	☐	☒	M. Relationship to a larger project or series of projects.
☐	☐	☒	N. Substantially diminish habitat for fish, wildlife or plants.

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.

2. 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 processing the application.
3. 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 best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief. I understand that requests may be made for additional information to complete the application.

DATE: 8/03/16

Javier Padilla
(Name - print)


(Signature)

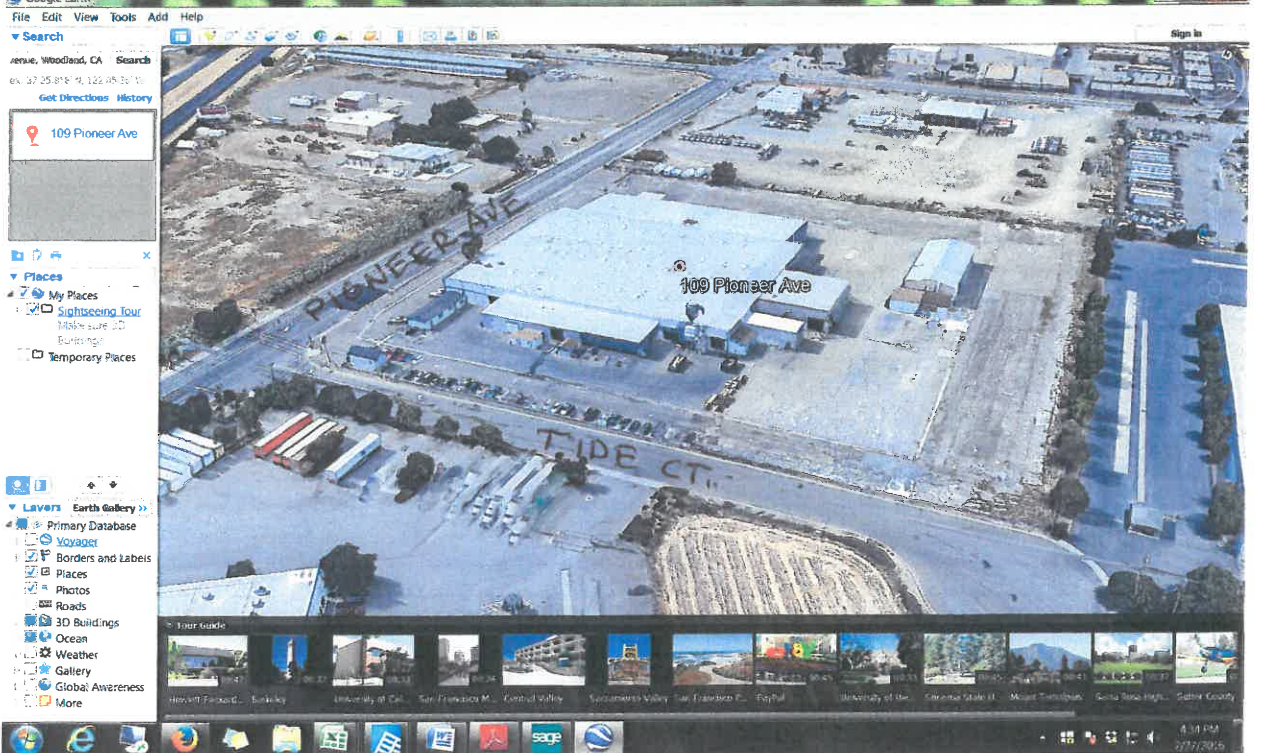
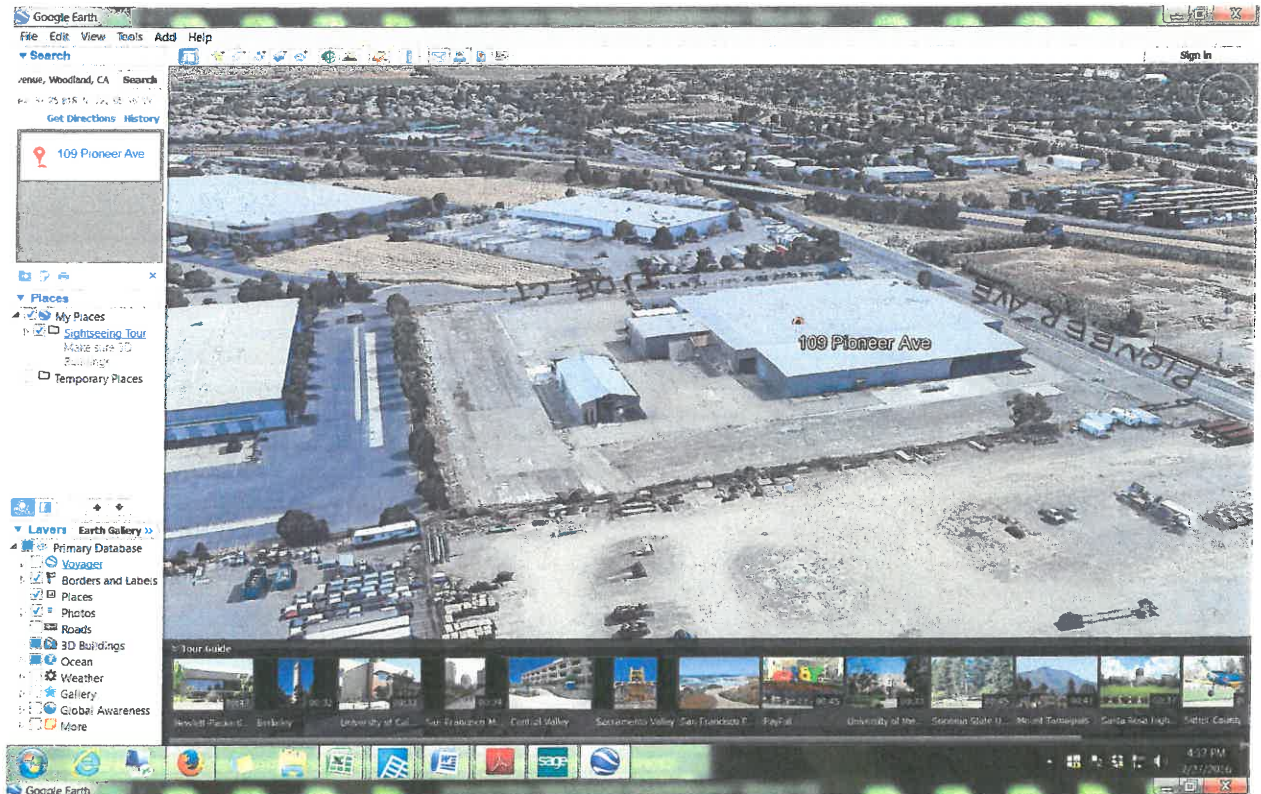
Revised by Community Development Staff

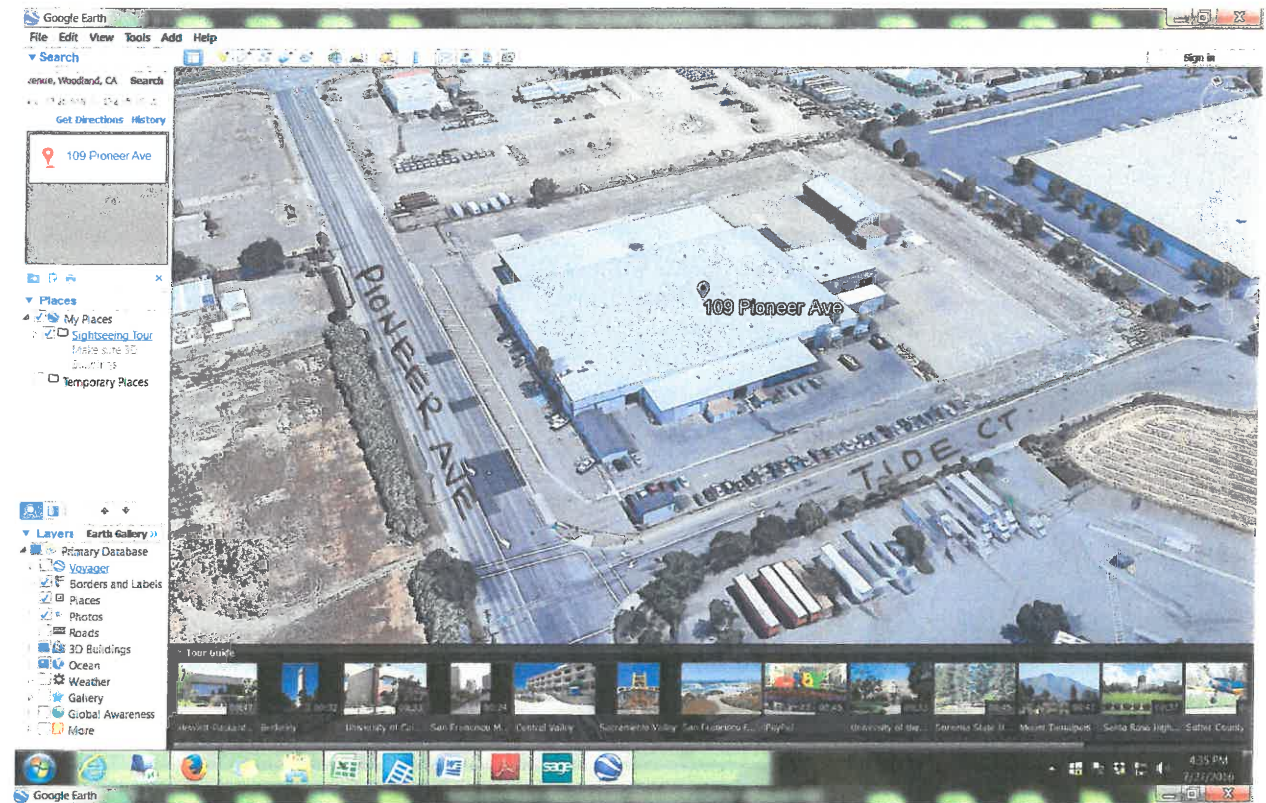
DATE: _____

(Name - print)

(Signature)

Materials that will assist you answer questions include: The City General Plan, Flood Zone Maps, Assessor Parcel Books, and Zoning Map.



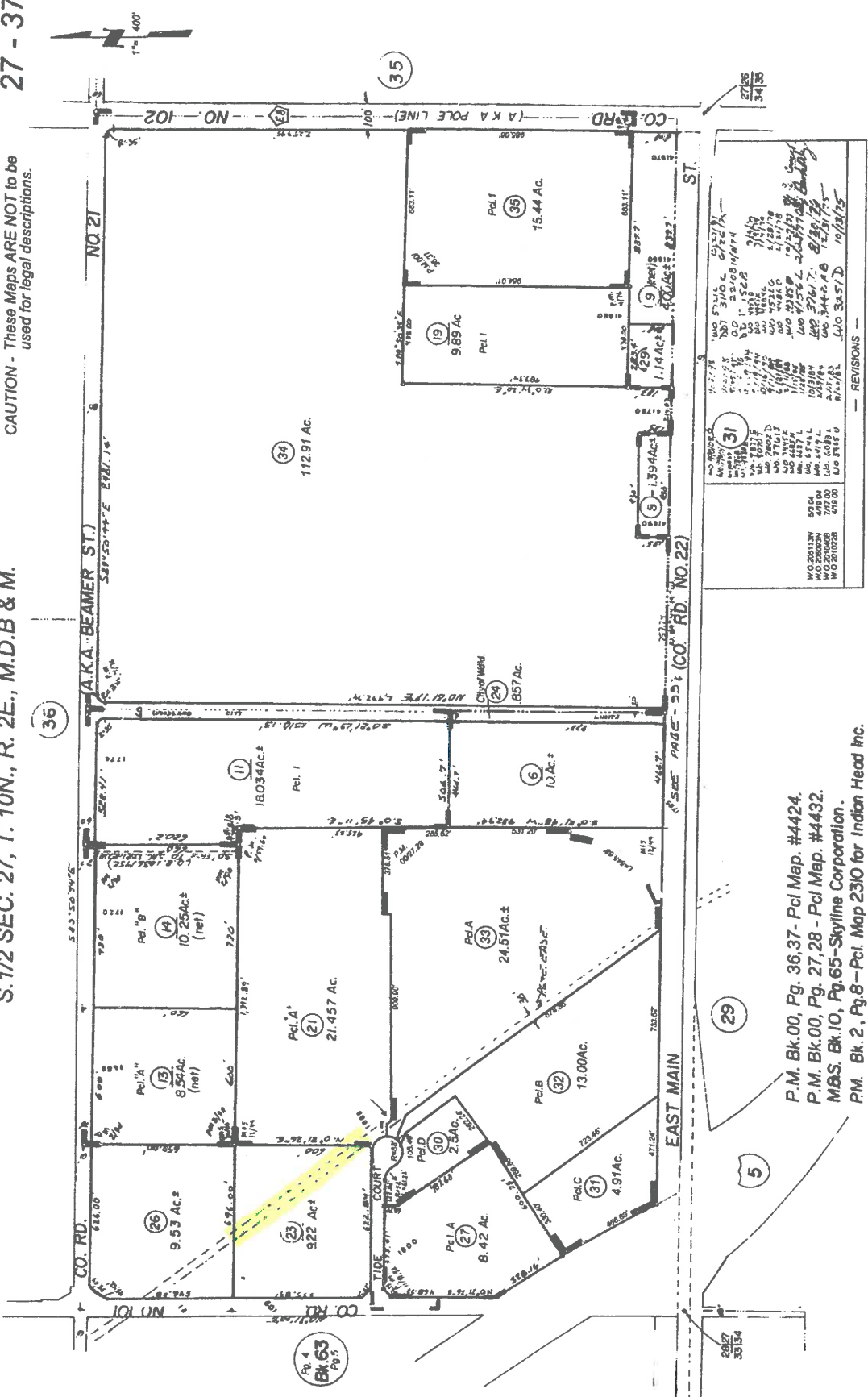


ATTACHMENT: B PG&E EASEMENT

S.1/2 SEC. 27, T. 10N., R. 2E., M.D.B & M.

CAUTION - These Maps ARE NOT to be used for legal descriptions.

27 - 37



- P.M. Bk. 00, Pg. 36, 37 - Pcl Map. #4424.
- P.M. Bk. 00, Pg. 27, 28 - Pcl Map. #4432.
- M.B.S. Bk. 10, Pg. 65 - Skyline Corporation.
- P.M. Bk. 2, Pg. 8 - Pcl Map 2310 for Indian Head Inc.
- P.M. Bk. 2, Pg. 90 - Pcl Map 2441 for Skyline Corporation.
- P.M. Bk. 4, Pg. 76 - Cal West Seeds #2846
- M.B.S. Bk. 12, Pg. 49 - Record of Survey for Steve Marks
- P.M. Bk. 9, Pg. 59 & 60 - Procter & Gamble #3726
- P.M. Bk. 11, Pg. 91, 92 - Parcel Map #4237.

(formerly par. 27 - 12)
 NOTE - Assessor's Block Number Shown in Ellipses.
 Assessor's Parcel Number Shown in Circles.

CITY & VICINITY OF WOC
 Assessor's Map Bk. 27, 1
 County of Yolo, Cal

05 / 06

ELEVATION CERTIFICATE

IMPORTANT: Follow the instructions on pages 1-9.

OMB No. 1660-0008
Expiration Date: July 31, 2015

SECTION A - PROPERTY INFORMATION

FOR INSURANCE COMPANY USE

A1. Building Owner's Name **NEW ENGLAND MUTUAL LIFE INSURANCE**
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
109 PIONEER AVENUE

Policy Number:
Company NAIC Number:

City **WOODLAND**

State **CA**

ZIP Code **95776**

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

ASSESSOR'S PARCEL NUMBER: 027-370-023-000

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) **NON-RESIDENTIAL**

A5. Latitude/Longitude: Lat. **38°40'54.6"** Long. **-121°44'45.4"** Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number **1B**

A8. For a building with a crawlspace or enclosure(s):

- a) Square footage of crawlspace or enclosure(s) **N/A** sq ft
b) No. of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade **N/A**
c) Total net area of flood openings in A8.b **N/A** sq in
d) Engineered flood openings? ☐ Yes ☒ No

A9. For a building with an attached garage:

- a) Square footage of attached garage **N/A** sq ft
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade **N/A**
c) Total net area of flood openings in A9.b **N/A** sq in
d) Engineered flood openings? ☐ Yes ☒ No

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number
WOODLAND 060426

B2. County Name **YOLO**

B3. State **CA**

B4. Map/Panel Number **06113C 0465**
B5. Suffix **H**
B6. FIRM Index Date **05/16/2012**

B7. FIRM Panel Effective/
Revised Date **05/16/2012**

B8. Flood Zone(s) **AE, X**

B9. Base Flood Elevation(s) (Zone
AO, use base flood depth) **46.2'**

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:

☐ FIS Profile ☒ FIRM ☐ Community Determined ☐ Other/Source:

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source:

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No

Designation Date: / / ☐ CBRS ☐ OPA

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☒ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: **"P-16" WOODLAND CONTROL NETWORK** Vertical Datum: **N.A.V.D. 88**

Indicate elevation datum used for the elevations in items a) through h) below. ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source:

Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

- a) Top of bottom floor (including basement, crawlspace, or enclosure floor) **46.2** ☒ feet ☐ meters
b) Top of the next higher floor **N/A** ☐ feet ☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only) **N/A** ☐ feet ☐ meters
d) Attached garage (top of slab) **N/A** ☐ feet ☐ meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments) **46.1** ☒ feet ☐ meters
f) Lowest adjacent (finished) grade next to building (LAG) **46.0** ☒ feet ☐ meters
g) Highest adjacent (finished) grade next to building (HAG) **46.2** ☒ feet ☐ meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support **46.0** ☒ feet ☐ meters

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

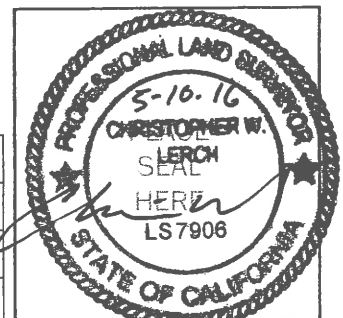
This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

☒ Check here if comments are provided on back of form.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No

☒ Check here if attachments.

Certifier's Name CHRISTOPHER W. LERCH		License Number L.S. 7906	
Title PRINCIPAL/SENIOR SURVEYOR		Company Name LAUGENOUR AND MEIKLE	
Address 608 COURT STREET		City WOODLAND	State CA
Signature 		ZIP Code 95695	Telephone (530) 662-1755
Date 05/10/2016			



ELEVATION CERTIFICATE, page 2

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or PO. Route and Box No. 109 PIONEER AVENUE			Policy Number:
City WOODLAND	State CA	ZIP Code 95776	Company NAIC Number:

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments **LOWEST MACHINERY IS AN AIR CONDITIONING UNIT.**

Signature

Date **05/10/2016****SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)**

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawlspace, or enclosure) is N/A . ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- b) Top of bottom floor (including basement, crawlspace, or enclosure) is N/A . ☐ feet ☐ meters ☐ above or ☐ below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is N/A . ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E3. Attached garage (top of slab) is N/A . ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is N/A . ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name N/A

Address <u>N/A</u>	City <u>N/A</u>	State <u>N/A</u>	ZIP Code <u>N/A</u>
Signature	Date <u>N/A</u>	Telephone <u>N/A</u>	
Comments <u>N/A</u>			

☐ Check here if attachments.**SECTION G – COMMUNITY INFORMATION (OPTIONAL)**

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

- G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. ☐ The following information (Items G4–G9) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued
G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement		
G8. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters Datum _____		
G9. BFE or (in Zone AO) depth of flooding at the building site: _____ ☐ feet ☐ meters Datum _____		
G10. Community's design flood elevation: _____ ☐ feet ☐ meters Datum _____		
Local Official's Name		Title
Community Name		Telephone
Signature		Date
Comments		

☐ Check here if attachments.

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 109 PIONEER AVENUE			Policy Number:
City WOODLAND	State CA	ZIP Code 95776	Company NAIC Number:

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

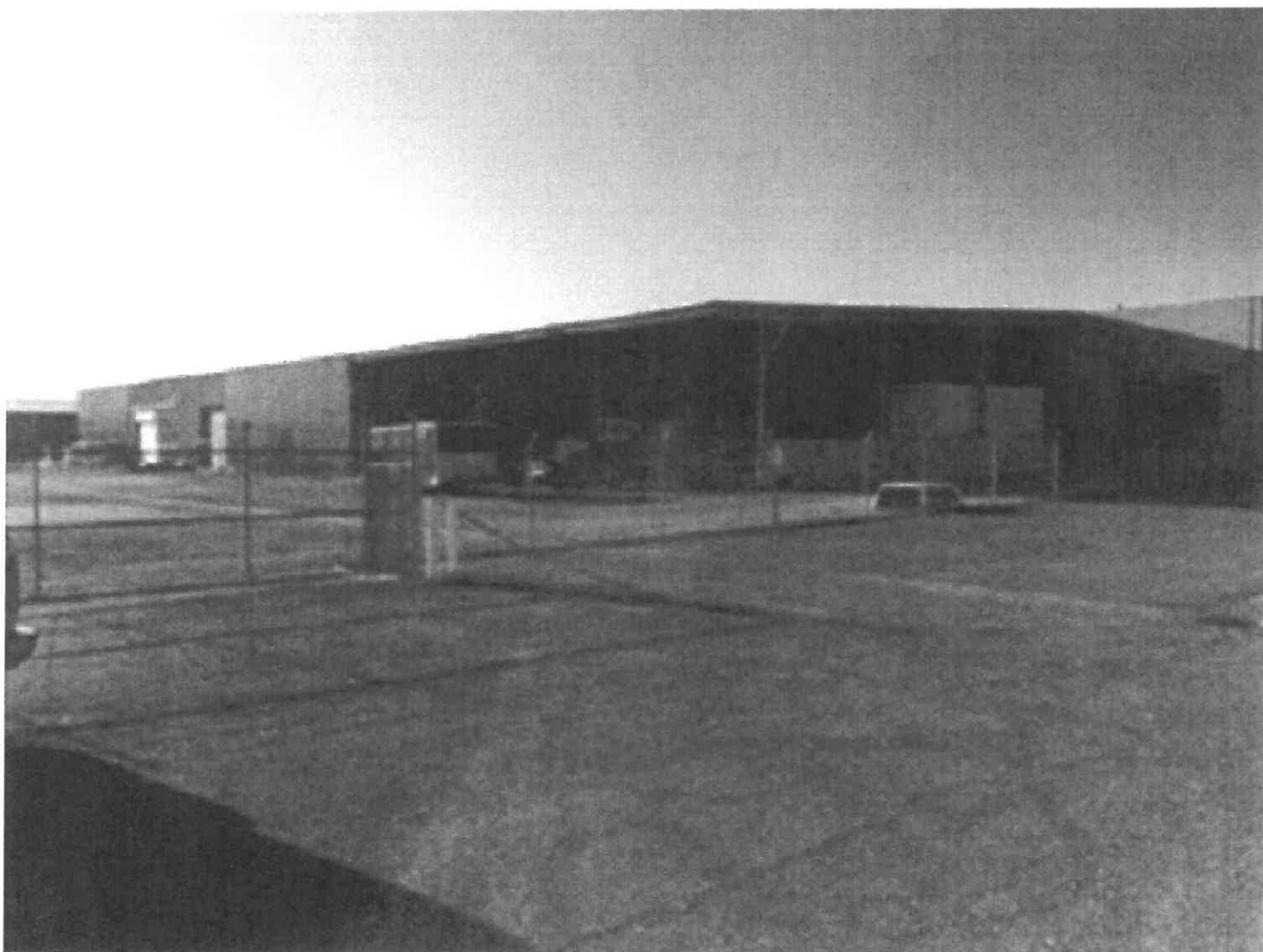
RIGHT & LEFT FRONT VIEWS (TAKEN 05/10/2016)



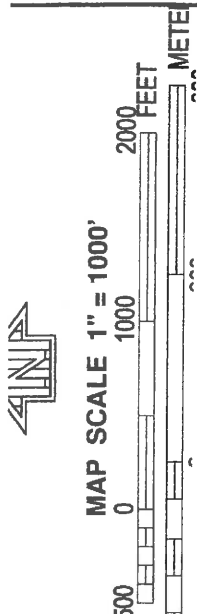
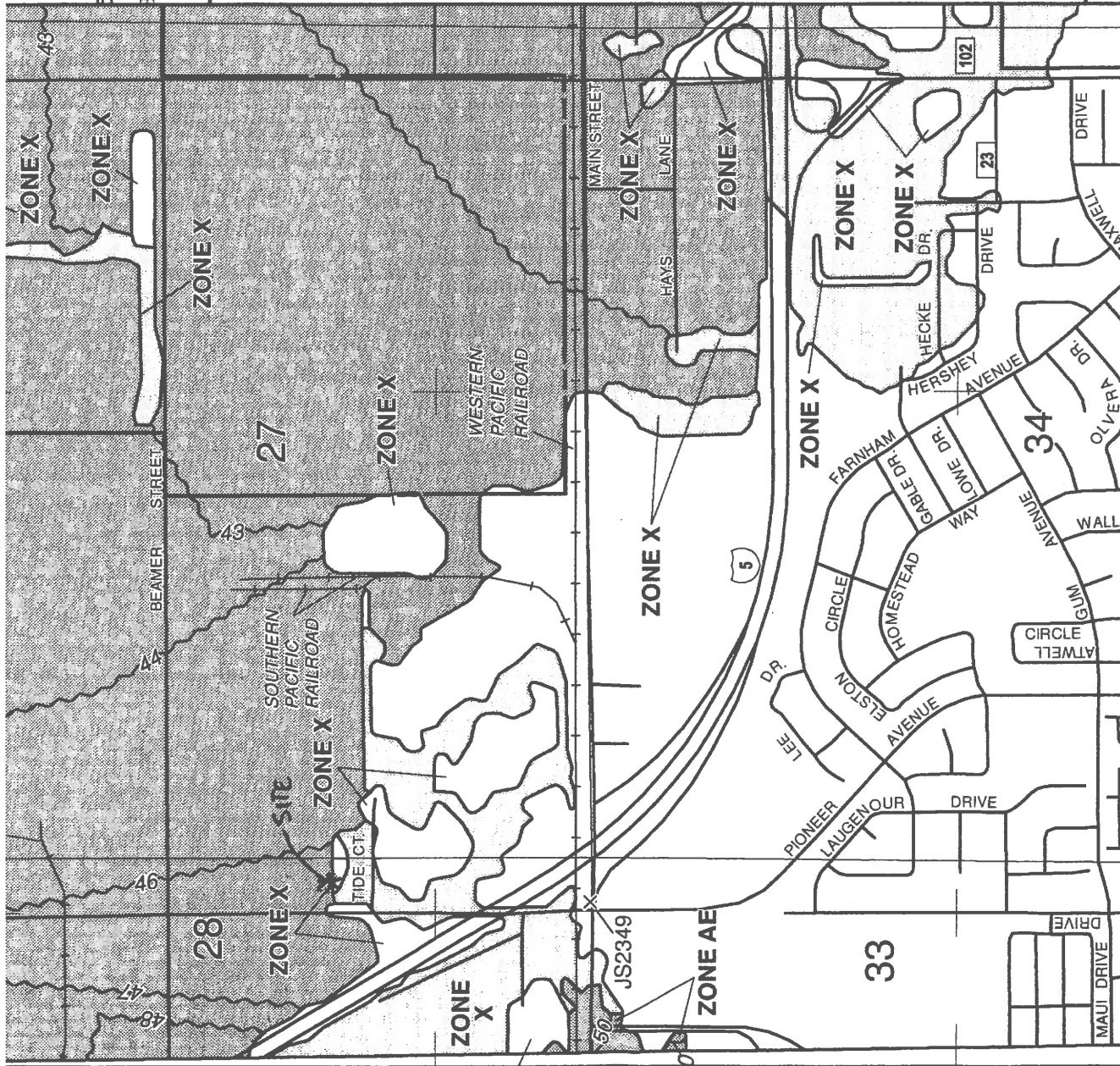
IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 109 PIONEER AVENUE			Policy Number:
City WOODLAND	State CA	ZIP Code 95776	Company NAIC Number:

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

REAR VIEW (TAKEN 05/10/2016)



B.F.E. = 46.2' NAVD. 88



PANEL 0465H

FIRM

FLOOD INSURANCE RATE MAP

YOLO COUNTY, CALIFORNIA

AND INCORPORATED AREAS

PANEL 465 OF 785
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
YOLO COUNTY	060423	0465	H
WOODLAND, CITY OF	060426	0485	H

Notice to User: The Map Number shown below should be used when preparing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
06113C0465H

MAP REVISED
MAY 16, 2012

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the



Legislation Details (With Text)

File #: 16-664 Version: 1 Name:

Type: Public Hearing Item Status: Agenda Ready

File created: 8/9/2016 In control: Planning Commission

On agenda: 10/27/2016 Final action:

Title: Spring Lake Specific Plan, Oyang North (PLNG15-00046) - Request to amend the General Plan and Spring Lake Specific Plan and approve a Tentative Subdivision Map (TSM #5091) and a Development Agreement for a 28.5-acre parcel located within the Spring Lake Specific Plan Area.

The General Plan Amendments include:

1. Re-designation and reduction in acreage of the 8.2 acre, R-15/Multifamily (Medium Density Residential) site to 4.6 acres of R-25/Multifamily (High Density Residential); and
2. Re-designation of the 18.8 acre, R-5/Single Family (Low Density Residential) site to 13.9 acres of R-5/Single Family (Low Density Residential) and 7.7 acres of R-8/Single Family (Medium-Low Density Residential).

The Specific Plan Amendments include:

1. Rezone and reduction in acreage of the 8.2 acre, R-15/Multifamily (15 du/ac) site to 4.6 acres of R-25/Multifamily; and
2. Rezone of the 18.8 acre, R-5/Single Family (5 du/ac) site to 13.9 acres of R-5/Single Family and 7.7 acres of R-8/Single Family (8 du/ac).

Tentative Subdivision Map #5091 will provide 112 single family residential lots and one (1) multi-family parcel, as follows:

1. 13.9 acres of R-5, Single Family - 60 single family lots
2. 7.7 acres of R-8, Single Family - 52 single family lots
3. 4.6 acres of R-25, Multi-family - min. 112 residential units

Location: The subject property (28.5 acres) is located at the southwest corner of East Gibson Road and Harry Lorenzo Avenue (APN 041-070-063). The property is bound by East Gibson Road to the north, Farm Road to the south, Harry Lorenzo Avenue to the east, and State Highway 113 to the west.

Applicant/Owner: Bayless & Hicks (Applicant); Pan Pacific Development, Inc. (Owner)

Environmental Report: The proposed project is consistent with the Spring Lake Specific Plan Environmental Impact Report (SCH #99022069, Turn of the Century EIR) certified on August 15, 2000 (see Attachment 3, CEQA Addendum prepared June 2016).

APN: 041-070-063

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

Staff Recommendation: Recommend City Council Approval with Conditions

Sponsors:

Indexes:

Code sections:

Attachments: [1 - Planning Commission Resolution Including a-d](#)
[2 - Draft Development Agreement](#)
[3 - CEQA EIR Addendum](#)
[4 - Project Application and Justification Statement](#)
[5 - Tentative Subdivision Map Plan Set](#)

Date	Ver.	Action By	Action	Result
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Planning Commission

Spring Lake Specific Plan, Oyang North (PLNG15-00046) - Request to amend the General Plan and Spring Lake Specific Plan and approve a Tentative Subdivision Map (TSM #5091) and a Development Agreement for a 28.5-acre parcel located within the Spring Lake Specific Plan Area.

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APN: 041-070-063

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

Staff Recommendation: Recommend City Council Approval with Conditions

Report For: Planning Commission Public Hearing, October 27, 2016

General Plan Designation: Low Density (3.0-8.0 DU/Gross Acre) and Medium Density (8.0-15.0 DU/Gross Acre)

Current Zoning: Single Family/R-5 and Multi-Family/R-15

Specific Plan Designation: Spring Lake Specific Plan

Existing Land Uses: Vacant/Undeveloped

Flood Zone: Flood Zone X - Area Outside the 2% Annual Chance Flood Event, FIRM Community Panel Number - 060426-0445H Revised May 16, 2002

Street Access: Harry Lorenzo Avenue and Farm Road

Adjacent Land Uses & Zoning:

DIRECTION	LAND USE	ZONING
North	East Gibson Road/Former Willow Springs School Site	R-1
South	Cal West Residential Development Site (Lennar Homes)	R-8
East	Vacant/Undeveloped	R-8/R-5
West	State Highway 113	N/A

Pending/Potential Action

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

1. Conduct the Public Hearing;

2. Adopt Resolution No. PC16-____ (Attachment 1), recommending that the City Council: 1) approve the CEQA EIR Addendum to the previously certified Turn of the Century EIR as the appropriate environmental review document in accordance with the California Environmental Quality Act; 2) amend the City General Plan land use designations in accordance with the proposed Oyang North General Plan Amendment (Exhibit A); 3) amend the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed Oyang North Specific Plan Amendment (Exhibit B); 4) approve Tentative Subdivision Map #5091; and approve the Development Agreement between the City of Woodland and Vacaville Land Investors, LLC, to use and develop the Oyang North project area located within the Spring Lake Specific Plan Area.

Project Site Description

The Oyang North project site encompasses approximately 28.5 acres of vacant land within the Spring Lake Specific Plan (SLSP) area. The property is located on the southwest corner of East Gibson Road and Harry Lorenzo Avenue. The property is bound by East Gibson Road to the north, Farm Road to the south, Harry Lorenzo Avenue to the east, and State Highway 113 to the west. The northern 8.2 acres of the project site are currently zoned Multi-Family Residential/R-15. The southern 18.8 acres are currently zoned Single Family Residential/R-5.

Background and Project Summary

The entire SLSP area was rezoned under Ordinance No. 1346, adopted on July 2, 2002 with 4.8 acres of the subject property pre-zoned R-25/Multi-Family Residential, and the remaining 71.5 acres of the property pre-zoned R-3/Single Family Residential.

In October 2015, the project applicant, Bayless & Hicks, a residential real estate entitlement company based in Roseville, submitted applications requesting land use modifications within two Spring Lake residential (Attachments 4 & 5) development areas, “Oyang North” and “Oyang South.” Oyang North is the subject of this staff report; however, it is being processed concurrently with Oyang South. The two project areas are not contiguous. The two properties are owned by different corporate entities, but each entity is controlled by the same people. Due to the common ownership, staff considered proposed land use changes within one area in relation to proposed changes in the other; seeking to achieve a balanced end result that continues to carry forward the goals and objectives of the Spring Lake Specific Plan.

The existing Oyang South site, located at the southeast corner of Marston Drive and Harry Lorenzo Avenue, is currently zoned for very low density residential (R-3) and high density residential (R-25). The Oyang North project site, located at the southeast intersection of Highway 113 and East Gibson Road is currently zoned for low density residential (R-5) and medium density residential (R-15). The proposed land use modifications would relocate the higher density R-25 site from Oyang South to Oyang North to take advantage of the northern site’s proximity to Gibson Road and Highway 113. Gibson Road is served by major bus transit routes that provide alternative transportation within Woodland, as well as to Sacramento, Davis (and UC Davis) and the Sacramento International Airport. Further, the site is closer to amenities such as the Bel Air Grocery Store and other neighborhood serving retail shops.

The low density residential neighborhood pattern is otherwise maintained within both Oyang North and South, with slight modifications to the single family density allowances that allow for additional housing choices within these neighborhoods. Working with city staff, the applicant has agreed to numerous enhancements within both project areas to preserve the traditional neighborhood feel and create a desirable community. Added pedestrian paseos provide bicycle and pedestrian connections to collector roads and “short-cuts” to future and existing Spring Lake park sites and greenbelts.

The property has two significant Heritage Oak Trees located on site. As such, lots “E” and “F” have been set aside as a future dedicated “pocket-parks” or tree preservation lots to preserve the existing on-site trees. 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.

In addition to meeting the Spring Lake energy efficiency requirements, the applicant has agreed that each home shall be photovoltaic ready and: 1) shall be pre-wired; 2) will have adequate roof strength to support solar panels; 3) provide that roofs shall have minimal penetrations in order to accommodate solar panels; 4) shall have a 200 amp main electrical panel; and 5) provide space adjacent to the main panel for solar disconnect and associated equipment (inverter). If not provided as a standard feature, photovoltaic systems shall be offered by the builder as an upgrade at the time of initial purchase. Additionally, each garage shall have a dedicated 240-volt, 40-amp circuit for electric vehicle charging station or as required by the most current California Green Building Standards.

Affordable Housing

The project applicant is proposing to amend the zoning in Oyang North to provide for 4.6 acres of R-25 and to rezone the same 4.8 acres currently zoned R-25 in Oyang South to R-4. The Oyang North project applicant would then dedicate the 4.6 acre, R-25 site relocated within Oyang North to an affordable housing developer who meets City-specified criteria for the construction of an affordable rental housing project in fulfillment of Oyang North’s affordable housing obligation. The affordable housing project would include a minimum of 112 units with affordability levels of at least twenty (20) percent very-low income units (23 units provided for very low income households). The balance of the units shall be at affordability levels acceptable to the CITY including low and moderate income affordability restrictions.

The proposed land dedication is described in further detail below; however, the site would be dedicated in a “shovel-ready” condition allowing expediency in future processing of a project and for a more financially feasible project. A shovel ready site, as well as close proximity to major transit routes and other amenities, such as a grocery store, results in a more competitive site for the purposes of obtaining grant funding and/or tax credits for a future project.

Under the applicant’s proposal, the current Oyang North, R-15 designation would be eliminated; however, 8.4 acres of R-8 single family zoning would be incorporated into the single family portion of the site (in addition to the current R-5 zoning). Based on sales prices in similar R-5 and R-8 classifications, which include the new DR Horton Arabella homes, Taylor Morrison’s Parkview community, and Lennar’s Brookstone subdivision, the

higher density single family sites are generally affordable to moderate income buyers with home prices starting in the high \$300,000's and low \$400,000's.

Project Proposal

The Oyang North application proposes: 1) a General Plan Amendment and a Spring Lake Specific Plan Amendment to allow for the rezoning of the 8.2 acre, R-15/Multifamily (Medium Density Residential) site and a portion of the 18.8 acre, R-5/Single Family (Low Density Residential) site; 2) a Tentative Subdivision Map (TSM #5091); and 3) a Development Agreement between the developer (Bayless & Hicks) and the City of Woodland for the development of the project site.

General Plan Amendment

The General Plan Amendments include:

3. Re-designation and reduction in acreage of the 8.2 acre, R-15/Multifamily (Medium Density Residential) site to 4.6 acres of R-25/Multifamily (High Density Residential); and
4. Re-designation of the 18.8 acre, R-5/Single Family (Low Density Residential) site to 13.9 acres of R-5/Single Family (Low Density Residential) and 7.7 acres of R-8/Single Family (Medium-Low Density Residential).

Specific Plan Amendment

The Specific Plan Amendments include:

3. Rezone and reduction in acreage of the 8.2 acre, R-15/Multifamily (15 du/ac) site to 4.6 acres of R-25/Multifamily; and
4. Rezone of the 18.8 acre, R-5/Single Family (5 du/ac) site to 13.9 acres of R-5/Single Family and 7.7 acres of R-8/Single Family (8 du/ac).

Tentative Subdivision Map

Tentative Subdivision Map #5091 will provide 112 single family residential lots and one (1) multi-family parcel for the future development of a minimum of 112 residential units, as follows:

4. 13.9 acres of R-5, Single Family - 60 single family lots
5. 7.7 acres of R-8, Single Family - 52 single family lots
6. 4.6 acres of R-25, Multi-family - min. 112 residential units

The developer will construct all internal local streets and utilities and any project components including open space access paths and privacy walls. Project access will be primarily from Harry Lorenzo Avenue.

Development Agreement

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 certain development rights for the applicant in exchange for benefits to the City that might not otherwise be required of

a developer. The proposed project includes a Development Agreement to be approved by the City Council between the project developer (Bayless & Hicks) and the City of Woodland. (See Attachment 2.)

Public Notification

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

- Legal notice was published in the Woodland Daily Democrat.
- Notices were mailed to all property owners within the Spring Lake Planning Area and within 300 feet of the project site.

Copies of the factual staff report for the proposed project have been on file at City Hall since October 21, 2016.

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, as follows:

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. February 3, 2015, (Resolution No. 6383) 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.
10. May 5, 2015, (Resolution No. 6422) to amend the Spring Lake Specific Plan land use designations to rezone portions of the Spring Lake Central Project Area and to reconfigure the subdivision and development proposal.
11. December 15, 2015, (Resolution No. 6540) to amend the Spring Lake Specific Plan land use designations, to rezone a Neighborhood Commercial site to Park in the Heritage Remainder Area.

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;
- Addendum #10 (Resolution No. 6255 adopted June 17, 2014) for the purposes of amending the Plan based on a request by 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);

- Addendum #11 (Resolution No. 6381 adopted February 3, 2015) for the purposes of amending the Spring Lake Specific Plan based on a request by Cal West Investors, LLC and Optimistic Partners, LLC to rezone portions of the Cal West project site;
- Addendum #12 (Resolution No. 6420 adopted May 5, 2015) for the purposes of amending the Spring Lake Specific Plan based on a request by Woodland Spring Lake Partnership to rezone portions of the Spring Lake Central project site; and
- Addendum #13 (Resolution No. 6538 adopted October 6, 2015) for the purposes of amending the General Plan, Spring Lake Specific Plan and Development Agreement to rezone approximately 2 acres of the ±114 acre Heritage Remainder Area (TSM #4784) from Neighborhood Commercial (NC) to Park/Open Space, consistent with the adjacent 8 acre Park/Open Space zoning.

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, will result in environmental impacts that would be similar to those identified in the previous EIR. Infrastructure improvements beyond those previously anticipated will not be required. In addition, the daily trip generation will not be significantly different from that anticipated in the SLSP, Turn of the Century EIR and in the previously approved project, as described in the CEQA EIR Addendum (Attachment 3).

Tree Preservation

An Arborist report was prepared on June 1, 2015. 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 trees 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 33 trees in Oyang North, consisting of Valley Oaks, English Walnut and California Black Walnut. One of the California Black Walnuts was recommended for removal and one Valley Oak Tree (64 inches diameter at breast height) was also recommended for removal due to the nature and extent of defects, compromised health and structural instability. Three Heritage Oak Trees were identified in the area including the Valley Oak described above and recommended for removal. The remaining two Heritage Oaks are being preserved on Lots “E” and “F” of the Tentative Map as small pocket parks or tree preservation lots.

A condition (COA #31) has been placed on the project with regard to preservation of the Heritage Oak Trees as follows:

- ***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, identified as tree numbers #154 (Lot E) and #182 (Lot F). 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 trees on Lot E and Lot F shall be preserved in place. Lots E and F shall be dedicated to the city to create a small pocket park around the existing trees. 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 and Public Works Departments prior to acceptance of the final map(s) which dedicates Lot E and F.*
- B. Landscape lots B, C, D, E and F shall be included in the Spring Lake Landscape and Lighting District.*
- C. Evaluation of the trees' (#154 and #182) health and general condition shall be provided by a certified arborist prior to commencement of grading and prior to the issuance of the first building permit. Should the general health and condition of either tree warrant removal, suitable replacement trees shall be planted pursuant to the approval of the Community Development Department and Public Works.*

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, low, and medium-low density land use categories and decreases the amount of acreage in the medium density land use category by re-designating and reducing the acreage of the 8.2 acre, R-15/Multifamily (Medium Density Residential) site to 4.6 acres of R-25/Multifamily (High Density Residential) and by re-designating the 18.8 acre, R-5/Single Family (Low Density Residential) site to 13.9 acres of R-5/Single Family (Low Density Residential) and 7.7 acres of R-8/Single Family (Medium-Low Density Residential).

The proposed modification provides for a mix of single family residential densities within the southern portion of the project site. "Village 2," as identified in TSM #5091, wraps along the southern boundary of the site and allows for an appropriate transition between the development to the south of the project (Cal West/Lennar Homes Brookfield Development), which is also zoned R-8.

The size of the multi-family site decreases by approximately 3.6 acres; however, the increased density allows for an increased number of units within a smaller footprint. It is anticipated that a minimum of 112 multi-family units can be developed on the proposed 4.6 acre, R-25 site, which is approximately the same number of

units originally anticipated within the current R-15 zoning (82-123 units).

The City Council initially determined that the Spring Lake Specific Plan is consistent with the General Plan. This consistency is maintained at the project level via a determination of consistency with the SLSP.

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 7.9 units per acre with a single family net density of 5.2 units per acre. The density numbers for this project (7.9 units per acre) are somewhat higher than the Plan goal of 4.8 units per acre, but the overall development density within the Spring Lake Plan Area remains within a consistent range. Staff will continue to monitor the Plan wide density balance with each proposed amendment. Adding this project's proposed change (including proposed changed to Oyang South), the overall Plan density would be approximately 6.08 units/acre.

Housing Balance

Further, the project itself will have a single family to multi-family ratio of 50% single family units (112) to 50% multi-family units (112). Implementation of this project and the concurrently processed Oyang South project would result in a Plan wide ratio of 75% single family to 25% multi-family. This Plan wide ratio is not a substantial deviation from the Plan goal of 71% single-family units and 29% multi-family units.

Use Configuration

Staff supports the relocation of the R-25, higher density multi-family development site from Oyang South to Oyang North, closer to neighborhood amenities, including the Bel Air grocery store and other neighborhood serving retail just northeast of the site on Gibson Road. The site is also closer to major Yolo Bus routes/stops along Gibson Road for residents that may not have access to a vehicle.

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 current project proposal is for 112 single family units and 112 multi-family units, resulting in a requirement for 12 low-income, affordable single family units and either 35 low and very low affordable multi-family units or 28 very-low affordable multi-family units.

In-lieu of constructing the affordable housing units or paying the in-lieu fee (equivalent to \$57,800 per required single-family affordable unit totaling \$693,600 for the project), the applicant has agreed to dedicate the 4.6-acre multi-family site to a qualifying affordable housing developer for the construction of an affordable rental housing project. The affordable housing project shall include a minimum of 112 units but may be phased based on financing availability. Affordability levels for the units shall consist of at least twenty (20) percent very-low income units. The balance of the units shall be at affordability levels acceptable to the CITY units, with the remaining units restricted at the low-income level.

Per the project Development Agreement, the project applicant shall submit to the City the name and experience of the affordable housing developer within 12 months of execution of this Development Agreement. The affordable housing developer shall be a legal non-profit or for-profit affordable housing developer registered with the State of California. The applicant shall submit to the City the preliminary project development and financing plan from the developer, proposed affordability levels and developer's prior experience completing affordable housing development projects.

The City shall review the qualifications of the proposed affordable housing developer and provide written approval or denial within 30 business days of receipt of name and qualifications of the developer. If a qualifying developer is not submitted and approved within 12 months of execution of the DA, then the 4.6-acre multi-family site shall be deeded to the City.

The project applicant has agreed to create a separate legal parcel for the multi-family site with the first final map for the property and construct the frontage improvements, including utility stubs of sufficient size to serve the property, with the first final map. The multi-family site shall be ready for construction ("shovel ready"), site graded and compacted, frontage roadways completed and utilities stubbed to the property, and free of any existing contracts, encumbrances or unusual easements, subject to the review and approval by the City Attorney.

The value of the 4.6-acre multifamily site is estimated to be \$900,000 which was determined based on an approximate land value of \$200,000 per acre.

Upon dedication of the multi-family site to a qualifying affordable housing developer or to the city, the applicant shall be credited Nine Hundred Thousand Dollars (\$900,000) toward its affordable housing

obligation. The Project affordable housing obligation of \$693,600, less the \$900,000 credit for the dedication of the 4.6-acre multi-family site, gives the Project a Two Hundred Six Thousand, Four Hundred Dollars (\$206,400) credit in affordable housing fees. The applicant may apply this credit toward the on-site affordable housing obligation of the neighboring Oyang South project.

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.

The design and layout of the multi-family site will be subject to Site Plan and Design Review approval by the Planning Commission.

Staff met with Alyssa Meyer of Legal Services of Northern California to review the affordable housing proposal for the project. She found the proposal to be acceptable as it would provide substantial in-lieu fees as well as a much needed land dedication site that is of suitable size, location, and condition to position it to compete well for tax credit financing.

Spring Lake Financing (SLIF)

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 total amount of SLIF revenue collected after the proposed Oyang North and Oyang South rezones is generally consistent with anticipated pre-zoning revenue and no additional fee "make-up" is required. However, if the total number of single family residential units drops below 112, a supplemental SLIF fee for Oyang North shall be due and payable prior to final map approval.

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.

The subject property is comprised of one (1) parcel totaling 28.5 gross acres. The proposed 60 R-5 lots range in size from 5,500 to 10,035 square feet with an average lot size of 6,990 square feet. Lot depths range from 100 to 140 feet with an average lot depth of 108 feet. The R-5 lots have lot widths ranging from 55 to 85 feet with an average lot width of 64 feet. This meets the minimum requirements of Spring Lake Design Standards Table 2.4, which requires a 50-foot minimum and 55-foot average. Lot widths are measured at a point midway between the front and rear property lines.

The proposed 52 R-8 lots range in size from 3,997 to 9,305 square feet with an average lot size of 4,599 square

feet. Lot depths range from 80 to 100 feet with an average lot depth of 84 feet. The R-8 lots have lot widths ranging from 50 to 92 feet with an average 55-foot lot width. These lot widths meet the minimum requirements of Spring Lake Design Standards Table 2.4, which requires a 40-foot minimum and 45-foot average.

The proposed R-25 lot is 4.6 acres, allowing for an anticipated 112 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 this requirement as not more than three lots of the same width are located in a row, and the lot widths vary by at least three feet.

Block length - Development Regulation 2.34 and Table 2.4 lists the block length in 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 exception of the block between Harry Lorenzo Avenue and Street "C," which exceeds the standard by one lot. However, the block is broken up in the middle by a 25-foot pedestrian path/paseo. Therefore, staff finds that the proposed tentative map is in substantial conformance with the block length requirements.

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 no greenbelts proposed within the subdivision.

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. There is one proposed cul-de-sac within the subdivision with five lots; equivalent to four percent (4%) of the total number of lots in the subdivision.

Bicycle / Pedestrian Access - Development Regulation 2.24 requires access connections for bicycles and pedestrians to open space, parks, and subdivision trails. The map provides two (2), 25-foot pedestrian/bike paseos connecting the interior of the subdivision to Harry Lorenzo Avenue. There are no immediately adjacent parks or greenbelts to the subdivision, however, the proposed streets align with the streets to the south, which end at Park N1 located within the Cal West/Lennar Homes subdivision. Park N1 connects directly with the northern most greenbelt, running north along Farmers Central Road.

Entry Sign - Per the Spring Lake Design Standards 1.6.2, a sign shall be provided at the southwest corner entry of Harry Lorenzo Avenue and "A" Street consistent with SL Design Standard 1.6.2. The applicant shall submit a proposed design for review and approval prior to approval of the first final map. The signs shall be installed prior to the issuance of the first house permit.

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. The land plan for the project has been designed to maximize energy efficiency to the extent possible. All buildings shall be designed to meet, and are recommended to exceed, energy efficiency requirements provided in the Spring Lake Specific Plan, including solar requirements. In addition, the project shall be designed to address strategies identified in the City of Woodland's Climate Action Plan (CAP).

Each home shall be photovoltaic ready and shall: 1) be pre-wired; 2) have adequate roof strength to support solar panels; 3) have roofs to have minimal penetrations in order to accommodate solar panels; 4) have a 200 amp main electrical panel; and 5) have space provided adjacent to the main panel for solar disconnect and associated equipment (inverter). If not provided as a standard feature, photovoltaic systems shall be offered by the builder as an upgrade offered at the time of initial purchase.

Each home shall have a dedicated 240-volt, 40-amp circuit for electric vehicle charging station in the garage or as required by the most current California Green Building Standards. Garages shall have adequate ventilation as required for vehicle charging stations. Compliance with this condition shall be clearly indicated on the building permit plans for each single-family home.

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. 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.

Sound Wall. A freeway adjacent sound wall is required in accordance with the Environmental Noise Analysis conducted by J.C. Brennan & Associates. The sound wall design shall meet the SLSP Design Standards (Section 6.2.1) and shall be coordinated for consistency of design with the freeway sound barrier for the Cal West project located directly south of this project site. The entire length of the project sound wall for the single family detached portion of the project, with returns, shall be constructed at one time, with the first final map to the northerly access point consistent with the recommendations contained in the Acoustical study. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review to the Planning Commission prior to acceptance of the first final map.

Therefore, in light of all of the above 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. Future site development shall be consistent with this

standard and specific floor plans and site design shall be reviewed for consistency.

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 a collector street, Harry Lorenzo Avenue. Local streets include Farm Road and various yet-to-be named local streets.

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

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

Recommendation

Staff recommends the Planning Commission recommend to the City Council 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. PC16-____ (Attachment 1), recommending that the City Council: 1) approve the CEQA EIR Addendum to the previously certified Turn of the Century EIR as the appropriate environmental review document in accordance with the California Environmental Quality Act; 2) amend the City General Plan land use designations in accordance with the proposed Oyang North General Plan Amendment (Exhibit A); 3) amend the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed Oyang North Specific Plan Amendment (Exhibit B); 4) approve Tentative Subdivision Map #5091; and approve the Development Agreement between the City of Woodland and Vacaville Land Investors, LLC, to use and develop the Oyang North project area located within the Spring Lake Specific Plan Area.

ATTACHMENTS:

1. Planning Commission Resolution
 - a. General Plan Amendment
 - b. Specific Plan Amendment
 - c. Tentative Subdivision Map
 - d. Conditions of Approval
2. Draft Development Agreement
3. CEQA EIR Addendum
4. Project Application and Justification Statement
5. Tentative Subdivision Map Plan Set

RESOLUTION NO. PC 16-

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
WOODLAND RECOMMENDING TO THE CITY COUNCIL TO
APPROVE 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. 5091 FOR THE OYANG NORTH PROJECT IN
ACCORDANCE WITH THE CONDITIONS OF APPROVAL, AND
APPROVAL OF AN ORDINANCE APPROVING A DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF WOODLAND AND
VACAVILLE LAND INVESTORS, INC. FOR THE OYANG NORTH
PROJECT IN SPRING LAKE**

WHEREAS, the applicant, Bayless and Hicks, filed Planning Application # PLNG 15-00046, proposing amendments to the General Plan and Spring Lake Specific Plan, a Development Agreement, and a Tentative Subdivision Map (TSM No. 5091) to develop 28.5 acres of the Oyang North Project Area within Spring Lake; and

WHEREAS, the applicant prepared a tentative subdivision map, as attached to this Resolution as **Exhibit “C”**; and

WHEREAS, the applicant has entered into an assumption and assignment agreement with Vacaville Land Investors, Inc. providing that Vacaville Land Investors, Inc. will purchase the property from the current owner, which is Pan Pacific Development; and

WHEREAS, the Woodland Planning Commission held a duly noticed public hearing on October 27, 2016, to review and consider recommending to the City Council approval of the proposed Oyang North Project in Spring Lake (“Project”) including the Addendum to the Turn of the Century EIR, General Plan and Specific Plan Amendments, Tentative Subdivision Map No. 5091, and 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 Planning Commission considered the proposed EIR Addendum to the Turn of the Century EIR for the purposes of amending the plan based on a request by Bayless and Hicks to modify land use designations within the Spring Lake Specific Plan, as described in more detail in **Attachment 3**. 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 as contemplated in the Spring Lake Specific Plan, will result in environmental

impacts that would be similar to those identified in the previous EIR and Addenda prepared for the Spring Lake project area. 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

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 and reviewed by staff, and the following conclusions have been 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 Oyang North Project as described in more detail in **Exhibit "A"**; 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 Oyang North Project as described in more detail in Exhibit "B"; and

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

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

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

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

The Planning Commission, in recommending to the City Council approval makes the following findings regarding:

1. General Plan Consistency Findings:

- 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 portion of the Project site takes better advantage of the site's proximity to Gibson Road and Highway 113 with better access to transit routes;
- 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 Findings:

- 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 50% single-family units (112) to 50% multi-family units (112), but results in a Plan wide ratio of 75% single family to 25% multi-family. This does not represent a substantial deviation from 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 Findings concerning Tentative Subdivision Map No. 5091:

- 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. 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 unavoidably 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 that the City Council: 1) approve the CEQA EIR Addendum to the previously certified Turn of the Century EIR as the appropriate level of environmental review in accordance with the California Environmental Quality Act; 2) amend the City General Plan land use designations in accordance with the proposed Oyang North General Plan Amendment (Exhibit A); 3) amend the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed Oyang North Specific Plan Amendment (Exhibit B); 4) approve Tentative Subdivision Map #5091; and approve and Ordinance approving the Development Agreement between the City of Woodland and Vacaville Land Investors, LLC, to use and develop the Oyang North project area located within the Spring Lake Specific Plan Area.

PASSED AND ADOPTED by the Planning Commission of the City of Woodland at a regular meeting on the 27th day of October, 2016, 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” - General Plan Land Use Amendment Diagram

Exhibit “B” – Spring Lake Specific Plan Amendment Diagram

Exhibit “C” – Tentative Subdivision Map No. 5091

Exhibit “D” – Conditions of Approval

EXHIBIT A

(GENERAL PLAN LAND USE AMENDMENT DIAGRAM)

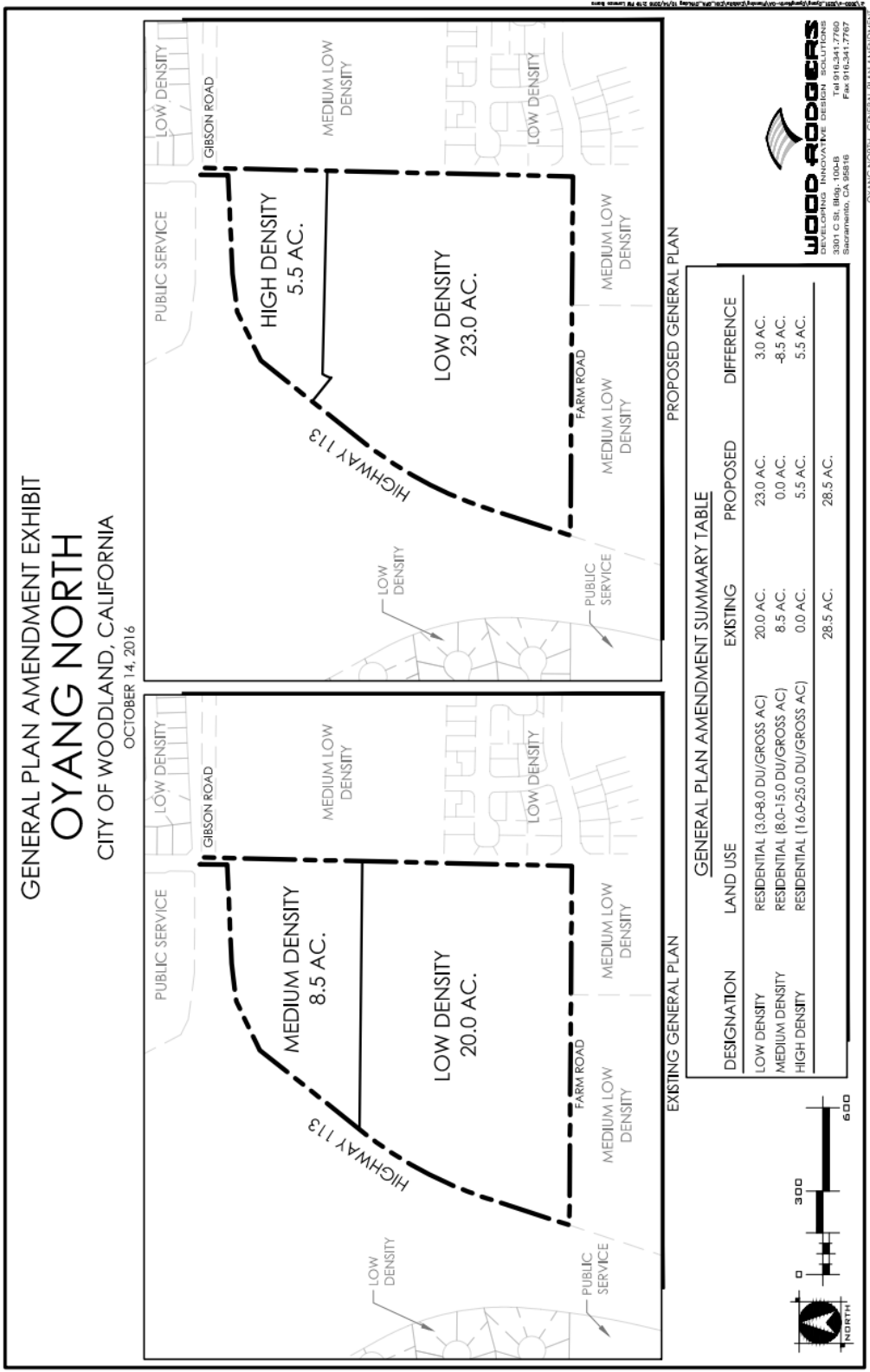
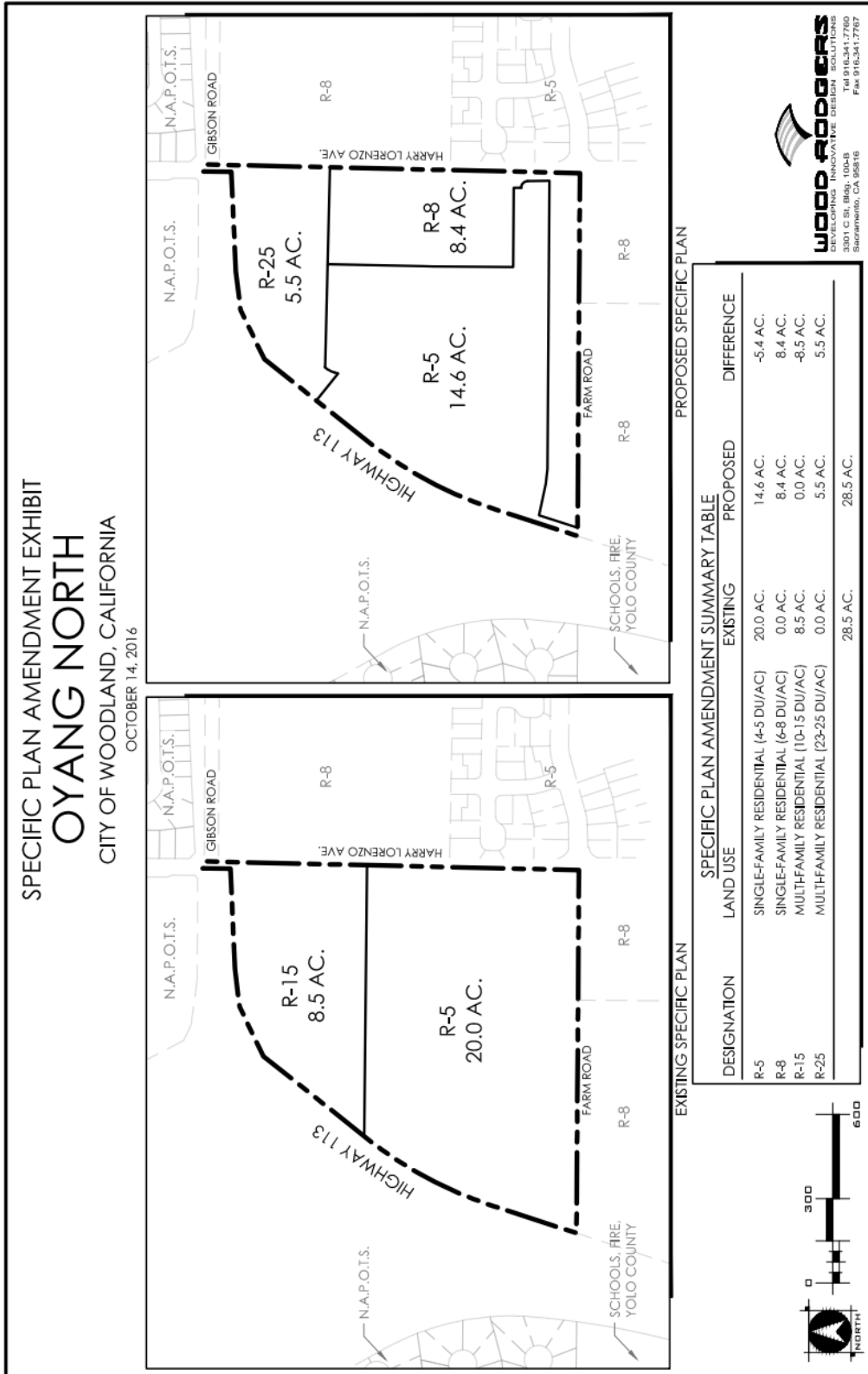


EXHIBIT B

(SPRING LAKE SPECIFIC PLAN LAND USE AMENDMENT DIAGRAM)



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EXHIBIT D

CONDITIONS OF APPROVAL FOR THE OYANG NORTH GENERAL PLAN AMENDMENT, SPECIFIC PLAN AMENDMENT, TENTATIVE SUBDIVISION MAP #5091 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 _____, 2016 City Council staff report, as approved by City Council, for the Oyang North project as proposed by the applicant Bayless and Hicks, 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. Informing Subcontractors. 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 Impact 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. CC & Rs. Prior to approval of the first final map submit three (3) copies of the CC&Rs to the Community Development Department for review and approval prior to recordation of the CC&Rs, to include:
 - Recreational vehicle parking in the front yard longer than 24 hours is prohibited.
 - Garage conversion to residential use is prohibited except the temporary use as a model home sales office. When the sales office is vacated, it must be converted back to a garage.
 - Garages shall not be converted for storage use only. Garages shall be kept clear for residential vehicle parking.
 - The color of residential structures shall not be restricted. This provision shall be enforced through mechanisms established in the CC&Rs.
7. 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.

8. Coordination of Plans. The applicant shall be responsible for coordinating all plans to ensure consistency throughout site plan, landscape plans, and improvement plans, prior to submittal for review.
9. Affordable Housing. The project is subject to the Spring Lake Affordable Housing Plan and Ordinance 6A, the City's Inclusionary Housing Ordinances. Where there is a conflict, the Spring Lake Affordable Housing Plan shall prevail. The Plan requires 10 percent (10%) of single-family units to be affordable to Low-Income households. For multi-family projects the Plan requires that ten percent (10%) of all multi-family units be affordable to Low-income households and that twenty percent (20%) of the units to be affordable to very low income households, or that twenty-five percent (25%) of the units are affordable to

Very-low income households. This project requires 12 single family affordable units, based on a total unit count of 112 single family lots. Based on an estimated 112 multi-family units either 12 multi-family units affordable to low income households and 23 affordable to very low income households, or 28 multi-family units affordable to very-low income households are estimated. The total required number of affordable multi-family units will be determined at the time a development application is submitted.

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 except as otherwise set forth in the project Development Agreement.

10. Offsite Affordable Fee. 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.
11. 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).
12. 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).
13. Nexus Study. The applicant must comply with the requirements of the Spring Lake Specific Plan Nexus Study.
14. 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.
15. 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. 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.
16. 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 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

17. 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.
18. 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.
19. 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

20. 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.)
21. Setbacks and Lot Standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 (as amended) of the Spring Lake Specific Plan.

22. 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 in design will be required to create a diverse architectural appearance on lots that are fairly narrow which may include variation in front setbacks, a mix of one and two story homes, and high quality architectural design that is distinctive.
23. Energy Efficiency and Climate Action Plan. The land plan for the project has been designed to maximize energy efficiency to the extent possible. All buildings shall be designed to meet, and are recommended to exceed, energy efficiency requirements provided in the Spring Lake Specific Plan, including solar requirements. In addition, the project shall be designed to address strategies identified in the City of Woodland's Climate Action Plan (CAP) as amended.
24. Photovoltaic Panels. In addition, each home shall be photovoltaic ready and shall: 1) be pre-wired; 2) have adequate roof strength to support solar panels; 3) roofs to have minimal penetrations in order to accommodate solar panels; 4) a 200 amp main electrical panel; and 5) space provided adjacent to main panel for solar disconnect and associated equipment (inverter). If not provided as a standard feature, photovoltaic systems shall be offered by the builder as an upgrade offered at the time of initial purchase.
25. Electric Vehicle Charging Infrastructure. Each home shall have a dedicated 240-volt, 40-amp circuit for electric vehicle charging station in every garage or as required by the most current California Green Building Standards. Garages shall have adequate ventilation as required for vehicle charging stations. Compliance with this condition shall be clearly indicated on the building permit plans for each single-family home.
26. Trash and Recycling Container Storage. All future development shall meet the requirements for trash and recycling container storage as provided in Design Standard 2.8. Information shall be provided on plans prior to issuance of building permits.
27. 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 City and 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.
- Any additional information and specifications as required by the State's Water Efficient Landscape Ordinance for residential landscapes.

28. Compliance with City and State Water Conservation Ordinance. The project shall comply with City and 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.

29. Street Tree Master 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 SL Design Standards and shall be reviewed and approved by the Community Development Department and the City's Community Services Department – Urban Forestry division. A soils test shall be submitted that will assist in appropriate species selection.

30. 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).

31. 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 which is 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 of the Woodland Municipal Code.
 - 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, identified as tree numbers #154 (Lot E) and #182 (Lot F). 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 trees on Lot E and Lot F shall be preserved in place. Lots E and F shall be dedicated to the city to create a small pocket park around the existing trees. 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 and Public Works Departments prior to acceptance of the final map(s) which dedicates Lot E and F.
 - B. Landscape lots B, C, D, E and F shall be included in the Spring Lake Landscape and Lighting District.
 - C. Evaluation of the trees' (#154 and #182) health and general condition shall be provided by a certified arborist prior to commencement of grading and prior to the issuance of the first building permit. Should the general health and condition of either tree warrant removal, suitable replacement trees shall be planted pursuant to the approval of the Community Development Department and Public Works.
32. 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).
33. 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.
34. Street and Lot Lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2. The project shall install LED streetlights to meet City Standards in effect at the time improvement plans are completed. If no such standard exists at the time of the plan approval, project shall be permitted to install high pressure sodium (HPS) lights per City Standards.
35. Sound Wall. A freeway adjacent sound wall is required in accordance with the Environmental Noise Analysis conducted by J.C. Brennan & Associates. The sound wall design shall meet the SLSP Design Standards (Section 6.2.1) and shall be coordinated for consistency of design with the freeway sound barrier for the Cal West project located directly south of this project site. Access for required maintenance shall be provided via a 15-foot wide maintenance access path from Street "A". The entire length of the project sound wall for the single family detached portion of the project, with returns, shall be constructed at one time, with the first final map to the northerly access point consistent with the recommendations contained in the Acoustical study. The wall design, including freeway adjacent landscaping, shall be submitted for Design Review to the Planning

Commission prior to acceptance of the first final map. Sound wall will need to be bonded for and included in the public improvements and are eligible for SLIF credits.

36. Sound Wall Landscaping. Lot G located on the west side of the sound wall shall be dedicated to the City with the first final map. 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, vines and groundcover and shall be consistent in design with the plans approved for the Cal West development to the south. 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 minimum 28-foot easement on the west side of the wall as shown on TSM #5091. 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.
37. Interconnecting Walk and Pathway. Interconnecting pedestrian corridors shall be a minimum of 25 feet wide with 10-foot-wide bike/pedestrian path. Unpaved area shall be landscaped consistent with Section 6.9 of the SL Design Standards.
38. 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.
39. Fencing Plan. Prior to issuance of building permits submit a fencing plan for review and approval which identifies the material, location and design of all fencing on the project, including perimeter, good neighbor, greenbelt, interconnecting walkways and paths and accent fencing.
40. Public Art. Public art shall be provided either in the form of an in-lieu fee with a minimum valuation of \$15,000. A single lump sum payment shall be provided prior to approval of the first final map.
41. Entry Signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the applicant shall establish neighborhood entry signs. Construction of the Neighborhood Entry signs shall be concurrent with construction of the adjacent neighborhood. A sign shall be provided at the southwest corner entry of Harry Lorenzo Avenue and "A" Street consistent with SL Design Standard 1.6.2. The applicant shall submit a proposed design for review and approval prior to approval of the first final map. The signs shall be installed prior to the issuance of the first certificate of occupancy.

42. 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, to the satisfaction of the Community Development Director. These improvements shall be identified in the Traffic Calming Plan required prior to approval of final map and improvement plans.
43. 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).
44. 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.
45. Single Story and Model Homes. Developer shall construct at least one single story home plan and model home within the subdivision.

SLSP Mitigation Measures

46. 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.
47. 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 J.C. Brennan & Associates, Inc., dated September 15, 2015 and update memo dated May 4, 2016. An update to the noise analysis shall be required if there are any modifications to the off-ramp or property configuration or grading from that evaluated on May 4, 2016.
 - A minimum 8-foot noise barrier should be constructed along the western property line of the project site up to and including the north access between the single family and multi-family sites. The barrier heights shown are those required to reduce future SR 113 traffic noise to 65 dB Ldn or less for the rear yard portions of the homes backing to the SR 113 off-ramp. Barriers should be constructed of masonry block, concrete or earth berms. Final design and wall height to achieve adequate protection shall be determined at the time of the grading plan submittal. Appropriate transitions shall be designed as necessary where the project noise barrier meets the sound wall to the south of the site associated with the Cal West/Lennar Homes development; transition design shall be approved by the Community Development Director.
 - 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. The project shall comply with the recommendations to reduce interior noise as stated in the

Environmental Noise Analysis, dated September 15, 2015 and May 4, 2016, prepared by J.C. Brennan and Associates, Inc. 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 residents 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.

48. 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.
49. 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.
50. 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.
51. Geotechnical. The design and construction of improvements shall be in accordance with recommendations contained in the Conclusions and Recommendations Section of the Preliminary Geotechnical Engineering Report (Wallace Kuhl, September 15, 2014 – Pan Pacific 28.1 acres; WKA No 10269.02).
52. 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)
53. 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.

54. 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)
55. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)
56. 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.
57. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22. (MM 4.10-1)
58. CEQA Filing Fees. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of \$50 (or latest fee in effect at time of payment) for County Clerk processing, made payable to Yolo County Clerk and submitted to the Woodland Community Development Department. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4)(3) of the Fish and Game Code.)
NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.

ENGINEERING DEVELOPMENT SERVICES

Roadways

Harry Lorenzo Avenue

59. With first final map OWNER shall construct Harry Lorenzo Avenue from southern Subdivision boundary to the intersection with Gibson Road. If portions of the road (or utilities) are constructed by others, OWNER may be required to reimburse for said construction costs. If constructed by OWNER, Owner may request the City enter into a third party reimbursement agreement to receive proportionate reimbursement from other benefitting properties.
60. Harry Lorenzo Avenue cross section between Gibson Road and Street A shall include a twelve foot wide median/turn pocket to accommodate a future left turn. Design shall be to the satisfaction of the City Engineer and who will determine the final length/dimensions. The portion needed for the turn pocket shall be constructed and striped out, remaining

portion not needed for vehicle storage may, at the City's discretion be landscaped within a raised median.

61. When constructing Harry Lorenzo Avenue OWNER shall remove existing abandoned PG&E line and existing trees on both sides of the road, to the satisfaction of the City Engineer. Portions of these improvements are eligible for reimbursement by adjacent property owners, upon entry into a 3rd party reimbursement agreement.

Farm Road/Patriot Way

62. With first final map OWNER shall construct or complete the northside improvements plus 12' eastbound lane with 4 'shoulder (2' paved and 2' unpaved -14' total pavement). If portions of the road & utilities are completed by others OWNER may be required to reimburse for said construction costs. If constructed by OWNER, portions of the road (and utilities) are eligible for reimbursement by adjacent property owners, upon entry into a 3rd party reimbursement agreement.

Multifamily Site

63. OWNER shall construct the frontage improvements, including utility stubs, on Street A and Harry Lorenzo Avenue adjacent to the multifamily housing site with the first final map, and shall complete the improvements being constructed with the first phase of the project, to the satisfaction of the Community Development Department.

Driveway restrictions for Multifamily

64. Multifamily site may not have a driveway on Gibson Road. One driveway may be allowed on HLA with the centerline approximately 200' south of Gibson Road and 95' north of A Street. Any other driveways shall be on A Street, (opposite and intersecting N/S street unless otherwise approved by the City Engineer).

Other Transportation Conditions

65. The OWNER shall submit and fund a traffic calming plan to be approved to be approved by the City Engineer by the City Engineer. 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.
66. Underground overhead utilities along the property's east and south edges.
67. Unless constructed by others with first final map OWNER shall construct a roundabout at the intersection of Farm/Patriot Road and Harry Lorenzo Avenue. Upon inclusion in the Spring Lake SLIF CIP, the cost of the roundabout shall be SLIF reimbursable/creditable.

68. With the first final map improvement plans, details for the construction of “Patriot Way” (the southern boundary street to the project) shall include a tree preservation plan for the Heritage Oak(s) required to remain on site. Design of the tree preservation plan, fencing materials, and all other components shall be approved at the sole discretion of the City.
69. Project shall provide paved access with bollard or gate control to doors, or City and Caltrans approved openings in the sound wall for maintenance access at designated locations. Paved access and access control design shall be subject to the approval of the City. Paved access shall meet alley minimum requirements.

Construction Access

70. Primary Construction access for the project shall be from Gibson Road to Harry Lorenzo Avenue, however, prior to construction of each phase the contractor shall propose construction ingress and egress plan for the project. At the end of each phase OWNER shall micro seal all construction accesses and repair pavement failures. If constructed in phases, the OWNER may defer the microsurface until a later phase, with City Approval.

Existing Roadways

71. All new roads that extend or “finish” existing partial roads must T-cut the asphalt a minimum of 1’.
72. If services for water and sewer or other utilities are cut and trenched into an existing street, the plans shall include a grind and over lay of that street.

Easements and Right of Way

73. OWNER shall dedicate to the City a corner chord for an entry way monument at the intersection of East Gibson Road and Harry Lorenzo Avenue, of a size to be approved by the City.
74. A seven (7) 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.
75. 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 the tentative map. Final determination of Right of Way Requirements shall be made by the City Engineer.
76. Final map shall dedicate necessary amount of ROW from the Multi Family lot for the cross section width for on HLA extending south from Gibson Road for a length to the first intersection. Final dimensions shall be determined by the City Engineer upon final map submittal.

77. E Court shall have a maintenance access easement to the landscape maintenance area no less than 20' in width.
78. Prior to first final map owner shall acquire complete right of way and easements necessary and for the construction, operation, and maintenance of all portions of Patriot Way/Farm Rd, & Harry Lorenzo Avenue.
79. First final map shall dedicate land as necessary along tentative map edge and Caltrans Right of Way to allow for maintenance of the sound wall and landscaping buffer.
80. Construct a masonry soundwall west of Lots 1, 16, 17 and 19 through 27 as well as wrap around or extended past lot 27 to provide complete sound attenuation for lot 27. Height of wall shall be 8 feet. Enhanced landscaping shall be provided along the highway buffer parcel to screen homes with rear yards located along the Hwy 113 off ramp from vehicles exiting the highway onto Gibson Road. Enhanced landscaping shall include, but not be limited to, 24-inch box trees appropriately spaced along the western side of the soundwall to the satisfaction of the Community Development Department.

Wastewater and Sewer Collection System

81. 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 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 over 15' deep 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 abandoned 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 the 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. 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.

87. 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.
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.

Storm Water Quality Control

89. 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).
90. Project shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.
91. The OWNER shall create a storm water phasing plan to be approved by City engineer prior to a grading permit or final map, unless otherwise determined unnecessary by the City Engineer.

92. Post Construction Storm Water Quality methods shall be incorporated into the project in the civil improvement phase or building phase to the satisfaction of the City Engineer in substantial conformance with Exhibit prepared by Wood Rodgers.
93. All Buildings/homes shall have disconnected roof drains and concrete splash blocks for down spouts.
94. With the final map OWNER shall enter into a Post Construction SWQC maintenance agreement. (unless determined unnecessary by the City Engineer).
95. Hydromodification: Unless waived by the State, OWNER shall demonstrate that post construction storm run off for the 2 year 24-hour storm is not greater than the pre-construction storm run off for the 2 year 24 hour storm at time of plan submittal.

Water Infrastructure Conditions

96. All materials and installation of the water system shall be at the OWNER's expense per City of Woodland Standard Specifications and Details.
97. 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.
98. 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 with a 12" extension to serve the planned cul-de-sac on Farmers Central Road.
99. Internal Systems shall provide two connection stubs for the MF parcel for landscaping, potable water, and Fire Loop.
100. 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 the City water distribution system. The existing 10" water main on the property along the Hwy 113 off-ramp and Gibson Road shall be field verified and shown on the improvement plans. Any portion of the existing water main found to be in conflict with the proposed development shall be relocated with the subdivision improvements, to a location approved by the City.
101. 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 OWNER's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention

assembly shall be per the City of Woodland Standard Specifications and Details. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.

102. 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.

103. OWNER shall abandon all on site private wells with the demolition of existing structures served by the wells and prior to any final maps in the project.

Recycled Water

104. Project shall extend 8-inch Recycled water main down HLA from Gibson Road to Patriot Way/Farm Road connecting to adjacent systems. This improvement is eligible for SLIF credits upon addition to the Spring Lake CIP.

Landscaping

105. 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.

106. The first final map for Oyang North OWNER shall construct the entire sound wall for SFD lots along the western edge of the tentative map. Sound wall design and construction costs are eligible for SLIF credits.

107. 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.

108. 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.

109. Prior to landscape submittal OWNER shall submit concepts for approval for the entryway feature, sound walls, monuments, and other entry way features.

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 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.

111. The Tentative Map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
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.
113. For Soil on site OWNER shall test soil at eight separate locations and submit recommendations for amendment to the City for approval prior to the approval of landscape plans. Applicant shall amend soil in accordance with recommendation in planted areas.

Fees

114. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.
115. Prior to any final map OWNER shall pay AMR (Automated Meter Reading) fees for public meters in accordance with the current fee schedule. For reference the 2015 AMR fee is \$212 per meter. OWNER shall also pay surface water impact fee per landscape meters.
116. 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.
117. At building shall pay applicable Development Impact Fees or connect fees in effect at the time of building permit issuance.
118. 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.

119. 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.

General Conditions

120. Prior to final map the OWNER shall submit and have approved a revised tentative map in compliance with these conditions. The revised tentative map is subject to the approval of the City Engineer and Community Development Department.
121. OWNER shall document and show evidence that all tentative map conditions are met with submittal of final map.
122. 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.
123. 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.
124. Submit proposed Street names to fire department for approval with a copy to engineering prior to improvement final map submittal.
125. Conform to any mitigation measures outlined in the Environmental Impact Report (E.I.R.) and traffic study.
126. Public improvements in addition to roadway construction shall include water, sewer and storm drain mains, Fire hydrants, street lights and appurtenances.
127. 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.
128. Submit an application for reapportionment of assessments with the parcel map or subdivision map.
129. If required for construction, Project shall obtain a Caltrans encroachment permit for construction of the sound wall and landscaping. A copy of the permit shall be provided to the City prior to approval of the final map and start of construction.
130. 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.

131. 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.
132. If improvements are constructed and/or installed by a party or parties other than the OWNER, which improvements benefit OWNER's property, OWNER shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to OWNER.
133. 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.
134. If greater than 600 S.F. second units shall pay single family dwelling unit development impact fees.
135. All second units shall have separate water service and meter.
136. Prior to approval of the final map the OWNER shall establish a lighting and landscaping district or annex into the Spring Lake Lighting and Landscape district. Improvements included in the district shall include the storm drain detention ponds and ditches, all public lighting, landscaping, and traffic signals.
137. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact Reyna Schenk, Conservation Coordinator, at 661-2063 for more information.
138. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
139. 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.

FIRE DEPARTMENT

140. Street Naming. Shall be coordinated with the Fire Department and Community Development. Street names shall be continued from adjacent development areas as appropriate.

141. 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.
142. 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.
143. 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

144. The project must meet all criteria and mandates for these adopted City codes or the most current code in effect at the time of submittal of building permit:
- 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
- NOTE: If project plans are submitted after January 1, 2017 design shall comply with the 2016 California Codes or codes in effect at the time of building permit.**
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 or licensed by the State of California.
147. 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.

148. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others for compatibility with the design of the buildings.
149. A soils investigation report shall be provide as specified in section 1803.2 of the 2013 CBC or a review of an existing report by a license soils engineer.
150. The project will be required to conform to the current codes that are in effect at the time of plan submittal.
151. 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 1802.3.2*, footings or foundations for buildings founded on expansive soils shall be designed in accordance with *CBC 1805.8.1* **and for concrete slab foundations** the design shall be in accordance with *CBC 1805.8.2 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 1802.3.2 and CBC 1805.8**
152. 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>).
153. Dust emissions must be prevented from creating a nuisance to surrounding properties as regulated under District Rule 2.5 Nuisance.

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. [_____]

[OYANG NORTH]

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

VACAVILLE LAND INVESTORS, LLC

DEVELOPMENT AGREEMENT NO. [____]

This Development Agreement (hereinafter “Agreement”) is entered into as of this ____ day of _____, 2016, by and between the City of Woodland, California (“CITY”), and Vacaville Land Investors, LLC, a California limited liability company (“OWNER”), each of whom shall be referred to as a party and together as the “parties.”

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 in 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, OWNER and CITY wish to enter into a development agreement pursuant to the Plan, allowing for the construction of a project as described herein (“Project”); and

WHEREAS, this Agreement includes the approximately 4.6 acre (net) multi-family site shown on Exhibit B, and OWNER agrees to dedicate the multi-family site to an affordable housing developer that meets CITY’s standards or to CITY under certain circumstances, for the purpose of constructing an affordable rental housing project in lieu of for sale affordable housing requirements or fees; 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 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 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.

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:

AGREEMENT

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; and
- (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; or
- (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 3.5 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 be in force for a period of ten (10) years thereafter (the “Initial Term”), unless this term is modified or extended pursuant to the provisions of this Agreement. Developer may elect to extend the Term by up to two (2) successive two (2) year periods (for a maximum Term of 14 years) upon written notice to the CITY no later than 90 days prior to the date the Term would otherwise expire. 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 shall 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 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.

Automatic Termination as to Residential Lots/Notice of Termination as to Other Parcels. This Agreement shall automatically be terminated, without any further action by any party

or need to record any additional document, with respect to any single family residential lot with a parcel designated by the Development Approvals for residential use, upon completion of construction and issuance by CITY of a final occupancy permit for a dwelling unit upon such single-family residential lot and the conveyance of such improved residential lot and dwelling unit to a bona-fide good faith purchaser thereof. In connection with a final inspection for the single family residential lot and dwelling unit, CITY shall confirm that all improvements that are required to serve the residential lot, as determined by the CITY, have (1) been accepted by the CITY, or (2) in the discretion of the CITY, adequate security for certain improvements has been provided, and that the dwelling is ready for occupancy by the homebuyer. Termination of this Agreement for any single-family residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district, fee district, public financing district, special tax district, tax and / or any Mello Roos Community Facilities District lien affecting such lot at the time of termination. Termination of this Agreement as to an individual parcel or lot with a building constructed upon it shall not affect Developer's rights or obligations under any of the Development Approvals applicable to the remainder of the Project at the Property.

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
500 Capitol Mall, Suite 1700

Sacramento, CA 95814
Attn: Woodland City Attorney
Telephone: (916) 325-4000
Facsimile: (916) 325-4010

If to OWNER:

Pan Pacific Development, Inc.
1612 42nd Ave, E
Seattle, WA 98112
Attn: Bruce Bailey
Telephone: (206) 403-1727

Vacaville Land Investors, LLC
3500 Douglass Blvd., #210
Roseville, CA 95661
Attn: John Bayless
Telephone: (916) 275-1885

(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 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 parcel map approval within the Specific Plan Area. This Agreement is for Tentative Subdivision Map #5091, which includes the 13.7 acre, R-5 site and the 7.7 acre, R-8 site shown as "Village 1" and "Village 2" in Exhibit B, resulting in 112 single family lots (units); and the 5.5 acre, R-25 multi-family site, shown as "Village 3" in Exhibit B.

3.2 Fair share Reimbursement for non-participating parties. [Language to follow prior to City Council.]

3.3 SLIF Fee Deficit. If the total number of single family residential units drops below 112, a supplemental SLIF fee for Oyang North shall be due and payable prior to final map approval.

The supplemental fee shall only apply to single family units. Owner agrees not to oppose as part of the City's next Spring Lake CIP and SLIF update the modified density assumption of 96 percent.

3.4 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. 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 they would otherwise be entitled in the absence of this Agreement.

3.5 Reservation of Rights.

3.5.1 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 that 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.

3.5.2 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.

3.5.3 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.

3.5.4 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.

3.6 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.

3.7 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 that are not within the control of OWNER, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.8 Public Works. If OWNER is required by this Agreement to construct any public works facilities that 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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 submittal of the first final map and improvement plan package to CITY, 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 submittal of the first final map and improvement plan package to CITY, provide evidence of approval from 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 submittal 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 and this Agreement.

4.9 Affordable Housing In-Lieu Fee and Land Dedication Site. CITY and OWNER agree that OWNER shall pay an affordable housing in-lieu fee to meet the ten percent (10%) single family for-sale affordability requirement. This Project requires twelve (12) low income single family units to be built. The fee shall be in the amount of Fifty-Seven Thousand Eight Hundred Dollars (\$57,800.00) per required single family affordable unit, totaling \$693,600 for the Project. (The total in-lieu fee is subject to an annual adjustment based on the Construction Cost Index (CCI). No further CCI adjustment shall be imposed once the multi-family site is offered for dedication to the CITY as described below.

In-lieu of constructing the for-sale single family affordable housing units or paying the in-lieu fee, OWNER agrees to dedicate the 4.6-acre multi-family site to a qualifying non-profit or for-profit affordable housing developer for the construction of an affordable rental housing project. The affordable housing project shall include a minimum of 112 units, but may be phased based on financing availability. The affordable housing project shall be 100% affordable, with at least twenty (20) percent of the units being affordable to very-low income. The balance of the units shall be at affordability levels acceptable to the CITY, with the remaining units restricted at the low-income level.

Owner shall submit to CITY the name and experience of the affordable housing developer within twelve (12) months of execution of this Agreement. The affordable housing developer shall be a legal non-profit or for-profit affordable housing developer registered with the State of California. OWNER shall submit to the CITY the preliminary project development and financing plan from developer, proposed affordability levels and developer's prior experience completing affordable housing development projects.

CITY shall review the qualifications of the proposed affordable housing developer and the proposed project attributes (financial, architectural, affordability levels, etc.) ("Qualifications and Proposed Project") and provide written approval or denial within thirty (30) business days of receipt of the ("Qualifications and Proposed Project") of the prospective affordable housing developer. If CITY has not approved a prospective affordable housing developer within 12 months of execution of this DA, then OWNER shall deed (at no cost to CITY) the 4.6-acre multi-family site to the CITY. CITY may elect to delay the transfer of the multi-family site to the CITY until after the frontage improvements to Harry Lorenzo Avenue and Street "A" are complete and accepted by the CITY.

Owner shall cause the affordable housing site to be created as a separate legal parcel with the first final map for the property. Owner shall construct the frontage improvements, including utility stubs of sufficient size to serve the property, with the first final map. The affordable housing site shall be ready for construction, site graded and compacted, frontage roadways completed and utilities stubbed to the property, and free of any existing contracts, encumbrances or unusual easements, subject to the review and approval by the City Attorney.

For the purposes of this Section of this Agreement, CITY and OWNER agree that the value of the 4.6-acre multi-family site is Nine Hundred Thousand Dollars (\$900,000.00) which was determined based on an approximate value of Two Hundred Thousand Dollars (\$200,000.00) per acre.

Upon dedication of the multi-family site to a qualifying affordable housing developer or to CITY, OWNER shall be credited Nine Hundred Thousand Dollars (\$900,000) toward its affordable housing obligation. The Project affordable housing obligation of \$693,600, less the \$900,000 credit for the dedication of the 4.6-acre multi-family site, gives the Project a Two Hundred Six Thousand, Four Hundred Dollars (\$206,400) credit in affordable housing fees. OWNER may apply this credit toward the on-site affordable housing obligation of the neighboring Oyang South project, at the request of OWNER.

4.10 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.

4.11 Funds for Bike and Pedestrian Improvements. OWNER agrees to pay to the CITY a total of One Thousand One Hundred Dollars (\$1,100.00) per lot towards improved Spring Lake bicycle and pedestrian connectivity and enhancement project(s) such as the HWY 113 Bike/Pedestrian Overcrossing. Payment shall be made at time of approval of final map for each phase of the Project. Fee is subject to annual city-wide adjustment.

4.12 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.

4.13 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.

4.14 Interim Pedestrian Path. With the first final map, OWNER shall complete an interim pedestrian path between Harry Lorenzo Avenue and Pioneer Avenue. The path shall be a minimum of 10’ in width and constructed of asphalt concrete or Portland Cement Concrete (PCC). Consistent with the SLSP, the path shall be separated from the existing curb by a minimum of 10 feet, subject to review and approval of the City Engineer. CITY and OWNER shall cooperate in obtaining any required Rights of Way for said path, if required, and consistent with Section 4.16.

4.15 Gibson Road/SR 113 Intersection. OWNER will not object to the inclusion of modifications to the Gibson Road/SR 113 ramp to the SLIF set aside (in the nexus study). Modifications proposed include removal of the northbound free right ramp at the Gibson Road/SR 113 ramp and construction of a terminal intersection.

4.16 Road 25A Between Meikle and Promenade. OWNER understands and agrees that Road 25A between Meikle and Promenade may be added to the set aside list (in the nexus study) and agrees not to contest such road addition. OWNER also understands and agrees, and will not contest, that a traffic signal will be installed at Road 25A and Road 102 and that both Road 25A and the traffic signal will be added to the SLIF offsite project list and funded with SLIF fee set aside.

4.17 Right of Way. OWNER shall obtain all necessary rights of way for public improvements prior to final map. Should OWNER be unable to acquire rights of way with a good faith effort based on a MAI appraisal, OWNER may request CITY acquire the necessary offsite right of way, OWNER shall fund all CITY costs, and shall deposit Two Hundred Thousand Dollars (\$200,000.00) with the first final map that triggers right of way acquisition. Right of Way acquisition costs for off-site SLIF covered improvements are eligible for SLIF reimbursement. CITY will allow the final map to proceed with the \$200,000 deposit. OWNER may deposit funds in \$50,000 increments for CITY acquisition, however, the final map will not be approved with less than a \$200,000 deposit.

4.18 Storm Drainage. OWNER understands and acknowledges that, at the time of execution of Agreement and imposition of these conditions, CITY lacks sufficient storm drain capacity to serve the Project and that City Engineering staff is reviewing multiple options for increasing storm water capacity of the Spring Lake drainage system downstream of the Project. Depending on the option selected, the implementation of one or more of the options currently being studied may result in an increase to the Spring Lake Drainage Fee. If such an increase occurs, OWNER agrees to pay its proportional share of the increased Spring Lake Drainage Fee at the time building permits are issued for the Project.

OWNER understands and agrees that it will proceed to build its Project at its own risk and unconditionally releases and discharges CITY and its officers and employees from any and all claims, demands, liabilities, damages, obligations, actions, or causes of action of any kind, known or unknown, past or present, arising out of, relating to, or in connection with the insufficient storm drain capacity ("Claims"). OWNER agrees to refrain from instituting, initiating, maintaining, or participating in any lawsuit, claim, or other proceeding in any jurisdiction or forum relating in any way to the Claims and understands that this release may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any lawsuit, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this release. The release in this section is intended to be complete and final and to cover claims, demands, liabilities, damages, actions, and causes of action that are known, but also claims, demands, liabilities, damages, actions, and causes of action that are unknown or that the OWNER does not suspect to exist in their favor that, if known at the time of signing this Agreement, might have affected their actions, and therefore the parties expressly waive the benefit of the provision of section 1542 of the California Civil Code, which provides:

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.

OWNER hereby waives and relinquishes all rights and benefits that it has or may have had under Section 1542 of the California Civil Code or the law of any other state, country, or jurisdiction to the same or similar effect to the full extent that they may lawfully waive such rights.

Further, OWNER understands that a property owner(s) downstream of OWNER's Project may be adversely affected in the event of a large storm and that development of OWNER's Project may exacerbate downstream overflow. If CITY receives, and is responsible for damages resulting from, a claim or lawsuit from a downstream property owner(s), OWNER agrees to participate in the defense and contribute its proportional share of the damages its Project caused to CITY.

4.19 Transit Capital Fee: Prior to final map or Project approval (for non-mapped multi-family) OWNER shall pay a Two Hundred Eight Dollar (\$208.00) per DUE fee.

4.20 Transit Operation Fee: Prior to final map or project approval (for non-mapped multi-family) OWNER shall pay a Thirty-Five Dollar (\$35.00) per DUE fee.

4.21 If a multi-family project does not require a final map (rental apartments), OWNER shall pay a per unit fee of One Hundred Forty-Six Dollars (\$146.00) for Transit Capital and Twenty-Five Dollars (\$25.00) for Transit Operation prior to building permit.

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. CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain OWNER's compliance 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 that 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, and as it may be amended, is invalid or inadequate or not in compliance with law.

8.2 Third Party Litigation Concerning Agreement. OWNER shall defend, at its sole cost and 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 sole cost and 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 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. 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 Estoppel Certificate. Any party to this Agreement and any Lender may, at any time, and from time to time, deliver written notice to a party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) the Agreement is in full force and effect and a binding obligation on the parties, (ii) the Agreement has not been amended or modified, either orally or in writing, and if so amended or modified, identifying the amendments or modifications, and (iii) as of the date of the estoppel certificate, the requesting party (or any party specified by a Lender) is not in breach in the performance of its obligations under the Agreement, or if in breach to describe therein the nature of any such breach and the steps or actions to be taken by the other party reasonably necessary to cure any such alleged breach. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt of such request. Each party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. An estoppel certificate provided by City establishing the status of this Agreement shall be in recordable form and may be recorded at the expense of the recording party.

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

**VACAVILLE LAND INVESTORS, LLC,
a California limited liability company**

By: _____

Its: _____

Dated: _____

CITY

**CITY OF WOODLAND, a California
municipal corporation**

By: _____

Paul Navazio
City Manager

Dated: _____

ATTEST:

By: _____

Ana Gonzalez
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

[SEAL]

EXHIBIT “A”

(Legal Description of the Property)

EXHIBIT “B”

(Map of the Property)

Exhibit B

EXHIBIT “C”

(Development Plan and Conditions of Approval:
See Planning Commission Resolution for Conditions)

Exhibit C

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 February 3, 2016, 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 (Single Family Dwelling)	MFU (Multi-Family Unit)
General City	\$854	\$712
Fire	\$1,317	\$986
Library	\$52	\$44
Police	\$1,126	\$939
Wastewater	\$6,179	\$5,151
Water	\$567	\$348
Parks & Recreational Facilities	\$3,902	\$3,251
Roads	\$5,694	\$4,154
Surface Water (a future fee for the development of surface water treatment facilities)	2,950	per project
MPFP Admin Fee (.75%)	\$170	\$117
Storm Drainage Facilities*	\$0	\$0

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 \$42,916 and MF \$28,324; for the fair share of backbone infrastructure to the Spring Lake Specific Plan area
- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$771.00 for SFD and \$540 for MFU;
- Public transit capital fee of \$208.00/DUE (more on some maps) for the construction of transit capital improvements (\$146/unit for multi-family)
- Public transit operations fee of \$35 for SFD and \$25 for MF
- 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

If a multi-family project does not require a final map (rental apartments), the project shall pay a per unit fee of \$146 for Transit Capital and \$25 for Transit Operation prior to building

CEQA ADDENDUM

TO THE TURN OF THE CENTURY SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT

CERTIFIED AUGUST 15, 2000
(SCH# 1999022069)

FOR THE OYANG NORTH PROJECT

PREPARED FOR
THE CITY OF WOODLAND



OCTOBER 2016

PREPARED BY



RANEY

PLANNING & MANAGEMENT, INC.

1501 SPORTS DRIVE, SUITE A, SACRAMENTO, CA 95834

1	ADDENDUM TO THE TURN OF THE CENTURY SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT FOR THE OYANG NORTH PROJECT
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CEQA Requirements

This document has been prepared as an Addendum to the Turn of the Century Specific Plan Environmental Impact Report (TOCSP EIR) (SCH# 1999022069) in accordance with the California Environmental Quality Act (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. Furthermore, a detailed discussion of the criteria set forward in Section 15162 is provided within this document to further substantiate the finding that 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 created in response to Public Resources Code Section 21166, which provides that subsequent or supplemental EIR shall not 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.

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

Background

The City of Woodland is seeking to appropriately document the changes that have been proposed for the Spring Lake Specific Plan (SLSP) and General Plan for the Oyang North Project (proposed project) as the proposed project relates to the TOCSP EIR. The SLSP, which was originally titled the Turn of the Century Specific Plan (TOCSP), combines elements of the General Plan and Zoning Ordinance into a single document tailored to the SLSP area and

establishes specific development policies, land use designations, development regulations, and design standards for development of the SLSP area. The TOCSP EIR included the evaluation of buildout of the SLSP, which would consist of 1,097 acres located primarily south of Gibson Road and east of State Route (SR) 113. Buildout of the SLSP as approved would include approximately 4,037 dwelling units on 665 acres, 11 acres of neighborhood commercial uses, over 280 acres of public and quasi-public land uses, 34 acres of parkland, and over 100 acres of major streets and roads.

The SLSP 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 over a 15-year planning horizon. The SLSP has been amended multiple times to accommodate specific changes in proposed developments. Examples of such amendments include changes to land use designations and reducing the number of school sites required for the SLSP area.

Project Description

The project site is located adjacent to SR 113, and is bordered to the west by Harry Lorenzo Avenue, to the north by East Gibson Road and to the south by Farm Road. The proposed project includes a General Plan Amendment from Low and Medium Density Residential to Low, Medium and High Density Residential. In addition, the applicant is requesting a SLSP Amendment from Single Family Residential R-5 and Multi Family Residential R-15 to Single Family Residential R-5 and R-8 and Multi Family Residential R-25. The SLSP Amendment would also reduce the Caltrans right-of-way area on the site from approximately 1.5 acres to approximately 1.1 acres. The proposed project includes a tentative map that subdivides the site into 112 lots for single-family residential lots and one lot for 112 multi-family units, resulting in a total buildout of 224 residential units.

As shown in Table 1, the SLSP buildout included 18.8 acres for 94 single-family residential units designated R-5, as well as 8.2 acres for 123 multi-family residential units designated R-15. The existing R-5 and R-15 SLSP designations allow a maximum buildout of 217 residential units for the project site, seven less than the proposed project. A concurrent application for the nearby Oyang South Project includes 522 proposed residential units, which is a 55-unit reduction from what was originally anticipated for the buildout of the Oyang South Project site by the SLSP. As discussed throughout this addendum, the increase of seven units within the Oyang North property would not be expected to lead to a significant increase in any environmental impacts, especially given the net reduction of 48 units between the Oyang North and Oyang South project sites. Applications for both projects have been submitted and the applications are being processed concurrently.

Table 1					
Oyang North Specific Plan Designation Comparison					
Existing			Proposed		
Designation	Area (Acres)	# of Units	Designation	Area (Acres)	# of Units
R-5	18.8	94	R-5	14.6	60
R-15	8.2	123	R-8	7.7	52
RW	1.5	N/A	R-25	5.1	112
			RW	1.1	N/A
Total	28.5	217	Total	28.5	224
<i>Source: Oyang North Site Plans City of Woodland. Spring Lake Specific Plan. Adopted December 18, 2001.</i>					

The tentative subdivision map and re-designation would divide the 28-acre site into three villages. Village One and Two would be located where the previous R-5-designated single-family units were located. Village One would remain designated R-5 Single-Family Residential, which allows for a density of five du/ac, whereas Village Two would be designated R-8 Single-Family Residential, which allows for a density of eight du/ac. Village Three would be located where the previous R-15 multi-family residential units were located and be redesignated R-25, which would allow for 25 du/ac.

It should be noted that although the proposed project includes re-designation of a portion of the project site, the proposed project would not include new types of land uses, such as commercial or industrial uses, which could result in more severe impacts than the various residential densities anticipated in the SLSP or analyzed in the TOCSP EIR. Therefore, although the project would slightly change the density of housing anticipated for the project site, the type of land uses would still be in keeping with the land uses anticipated by the SLSP.

The Oyang South Project has concurrently requested a General Plan Amendment and Specific Plan Amendment to modify the SLSP designations of R-3 Single-Family Residential and R-25 Multi-Family Residential to R-4 Single-Family Residential. The existing R-25 Multi-Family Residential designation would move to the Oyang North project site. Therefore, while the both the Oyang North Project and Oyang South Project include requests for re-designations, the requests would essentially balance between the projects, with a net reduction of 48 units.

The proposed project includes a request for approval of a Tree Plan in accordance with Chapter 20A of the City of Woodland's Municipal Code. The proposed project includes a Tree Plan and Preliminary Tree Removal & Fencing Exhibit, which includes the location, size, species, and condition of all existing trees, while also disclosing which trees would be preserved and which trees would be removed as part of the proposed project. The proposed project's Tree Plan also provides for a tree replacement program to mitigate for the trees proposed for removal.

In addition, the proposed project includes the request for approval of a Development Agreement for the proposed residential development. The agreement would be between the City and the Developer, Vacaville Investors, LLC, which has agreed to assume the purchase obligations from the applicant, Bayless & Hicks.

The proposed project requires consideration for approval of the following discretionary actions by the City:

- General Plan Amendment;
- Spring Lake Specific Plan Amendment;
- Tentative Subdivision Map Approval;
- Approval of a Development Agreement; and
- Approval of a Tree Plan.

Determination

According to the SLSP, and the TOCSP EIR, implementation of the SLSP 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 SLSP impacts can likely be fully mitigated except in the following areas:

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

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

In review of the proposed project, staff has concluded that the project does not represent a substantive change in the approval of the SLSP as analyzed under the TOCSP EIR. Similarly, all impacts and standards of significance described in the TOCSP EIR are applicable to the proposed project. Mitigation measures adopted with the TOCSP EIR would likewise apply. None of the significant environmental impact identified above and in the TOCSP EIR are worsened due to the land use changes which would be part of the proposed project.

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, the proposed project includes a request for certification of an Addendum to the TOCSP EIR. The TOCSP EIR evaluated 94 single-family residential units, 123 multi-family units, and a right-of-way on the project site. Although, the project includes re-designation of the site for higher densities and would result in the development of 112 multi-family residential dwelling units and 112 single-family residential dwelling units, the increase of seven total units would not result in substantial changes or new information requiring a subsequent EIR. Additionally, while the proposed project would slightly increase the number of units placed in the Oyang North project site, the application for the Oyang South Project includes a reduction of 55 units from what was anticipated by the SLSP for the Oyang South Project site, and such a reduction would more than off-set the seven-unit increase in the Oyang North Project. 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 would include relocation of residential densities within the SLSP area. Proposed changes would include re-designation of the project site resulting in a reduction in area designated R-5, re-designation of the R-15 area to R-25, and the re-designation of 7.7 acres to R-8. The project includes approximately seven more units than anticipated by the SLSP and previously analyzed in the TOCSP EIR and could thus increase demand for public services such as sewer, schools, water supply, and parks, and/or increase impacts related to traffic, drainage, noise, air quality, biological resources, and hazards. Such potential impacts are analyzed below. Sewer Sewer collection for the project areas is planned to include a ten-inch sewer line in Harry Lorenzo Avenue. The possible impacts of the seven additional dwelling units proposed by the project were analyzed in a Technical Memorandum prepared by Wood Rodgers on September 18, 2015 for the proposed project. The results of the sewer capacity analysis are presented in Table 2 below.

Comparison of 15162 CEQA Requirements and Project

CEQA Requirement (Section 15162)	Relationship to Request															
	<table><tr><th colspan="3">Table 2 Sewer Capacity</th></tr><tr><th>Sewer Line Size</th><th>Total Project Demand</th><th>Line Capacity</th></tr><tr><td>8"</td><td>0.19</td><td>0.38</td></tr><tr><td>10"</td><td>.039</td><td>0.52</td></tr><tr><td colspan="3">Source: Wood Rodgers, Technical Memorandum, September 18, 2015</td></tr></table> As shown in Table 2, the increase of seven units included as part of the proposed project would not exceed the capacity of the anticipated sewer infrastructure. Moreover, while the proposed project includes seven additional residential units, the application for the Oyang South Project includes a reduction of 55 units. As a result, the demand increase resultant from the proposed addition of seven units by the Oyang North project would be off-set by the demand reduction resultant from the Oyang South unit reductions. Regardless of the Oyang South Project’s unit reductions, the proposed project would not require upsizing of any sewer pipes or sewer treatment facilities beyond those anticipated in the SLSP and TOCSP EIR, and would not create new or significantly more severe environmental impacts. Schools As noted above, the project would introduce 224 residential units to the project area. The 224 new residential units would also introduce new students into the area. Public facility needs, including schools, were addressed in the SLSP through the designation of land for elementary schools, one middle school and one high school. School facilities needs were estimated using buildout projections for the entire project area, which includes both the Oyang North project area and the Oyang South project area. Therefore, although the proposed project would exceed the number of units anticipated for the project site, the reduction of 55 units included in the application submitted for the Oyang South project site would more than off-set any potential increase in demand caused by the seven additional units in Oyang North. As a result, the proposed project would not be considered a substantial change to the SLSP or the TOCSP EIR, and would not create new or significantly more severe environmental impacts.	Table 2 Sewer Capacity			Sewer Line Size	Total Project Demand	Line Capacity	8"	0.19	0.38	10"	.039	0.52	Source: Wood Rodgers, Technical Memorandum, September 18, 2015		
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	Water Supply The SLSP, identifies the need for at least three new wells to be constructed to meet buildout demand of the entire SLSP project area. The project site would be served by a proposed 12-inch water main in Harry Lorenzo Avenue. Major connections to the 12-inch water main in Harry Lorenzo Avenue would be made from Street A and Street E depicted on the Oyang North Tentative Map. Development of the project site for 217 residential units, and the resultant increase in water demand, was included as part of the total SLSP demand and estimated to be 3,230 acre feet per year. Although the proposed project includes seven more units, at 224 units, the increase in water demand of Oyang North would be offset by the reduction in water demand from Oyang South, as the current proposal for Oyang South includes 55 fewer units than originally anticipated. Additionally, the proposed project includes a greater number of higher density residential units than previously approved for the project site, with both R-8 and R-25 densities being proposed as part of the project. Because higher density residential land uses typically consume less water per dwelling unit than low density residential units the overall water use of the proposed project would likely be equal to or less than what was anticipated for the project site by the TOCSP EIR. Therefore, the project would not require the development of additional water supply infrastructure beyond what was analyzed in the TOCSP EIR. As a result, the proposed project would not be considered a substantial change to the SLSP or the TOCSP EIR, and would not create new or significantly more severe environmental impacts related to water supplies. Parks The SLSP included public parks as an integral component of the plan. Parks were provided on a ratio of 5 acres per 1,000 population, and were meant to be the focus of the communities. Although the proposed project would include seven additional housing units, the population of the seven additional units would not be large enough to substantially alter the park to population ratio. Included in the Park Development Regulations is Regulation 5.6 which requires individual projects to pay the appropriate park development fee, and as such the proposed project would be required to pay such fees. The Oyang North project site does not currently contain any lands designated for future park uses, and the proposed project does not include the re-designation of any parkland for other uses. Additionally, while the proposed project would include the construction of seven more housing units in the Oyang North

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	development, the Oyang South development includes a 55-unit reduction. The net decrease of 48 units would decrease the overall demand on parks in the area. Given the payment of park development fees and the net reduction in units between Oyang North and Oyang South, the proposed project would not result in any new or significantly more severe impacts to public parks. Traffic The TOCSP EIR included an analysis of the potential traffic impacts resulting from the SLSP. The TOCSP EIR’s analysis used level of service (LOS) standards to assess the significance of potential impacts. LOS allows for studied intersections to be graded on how efficiently traffic moves through the intersection, primarily during the busiest times of day known as the Peak Hours. Because the TOCSP EIR relied on LOS standards, the proposed project would result in an impact if the project degraded the LOS of nearby intersections in a new or significantly more severe way than anticipated in the TOCSP EIR. To investigate the proposed project’s potential traffic impacts a Technical Memorandum was prepared for the project by Wood Rodgers, which compared the currently proposed project’s traffic generation to the traffic anticipated by the TOCSP EIR. The Technical Memorandum concluded that by revising the project densities from R-5 and R-15 to R-5, R-8, and R-25 the average daily trips (ADT) created by the proposed project would slightly increase while the peak hour trips would slightly decline. Table 3 presents the estimated traffic generation rates for the SLSP approved land uses and the proposed project. <table><tr><th colspan="3">Table 3 Traffic Generation Comparison</th></tr><tr><th></th><th>Average Daily Trips</th><th>Total Peak Hour Trips</th></tr><tr><td>SLSP Approved</td><td>1,610</td><td>190</td></tr><tr><td>Proposed</td><td>1,811</td><td>177</td></tr><tr><td>Difference</td><td>+201</td><td>-13</td></tr></table> Source: Wood Rodgers, Technical Memorandum. September 16 ,2015 As previously discussed, traffic impacts in the TOCSP EIR are based off of LOS standards. The LOS of an intersection is determined using peak hour traffic counts; therefore, although the proposed project would result in an increase in ADT, the reduction in peak hour traffic		Table 3 Traffic Generation Comparison				Average Daily Trips	Total Peak Hour Trips	SLSP Approved	1,610	190	Proposed	1,811	177	Difference	+201	-13
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	would ensure that the proposed project's impact on nearby intersection LOS traffic would be less than or equal to impacts anticipated by the TOCSP EIR. It should be noted that the Technical Memorandum did not include the reduction in area traffic that would occur through the elimination of 55 units from the Oyang South project. Reducing the overall traffic demand by 55 units would further reduce the trips generated, ensuring that the proposed project would not be considered a substantial change to the SLSP or the TOCSP EIR, and would not create new or significantly more severe environmental impacts relating to traffic. Drainage The proposed project would connect to storm drain infrastructure in Harry Lorenzo Avenue to the east of the project site. Throughout the site, 18-inch storm drains would connect to larger 24-inch storm drain collectors, within Street A and Street E, before connecting to the 36-inch storm drain in Harry Lorenzo Avenue. The proposed project involves development within the SLSP area with similar residential land uses as analyzed in the TOCSP EIR. Therefore, the proposed project would include development of impervious surfaces over a similar area as approved in the SLSP, which would result in amounts of runoff equal to what was anticipated by the TOCSP EIR. The proposed project will connect to the existing Spring Lake drainage infrastructure and pay their fair share of fees for the installation of the Spring Lake storm drainage system, consistent with Section 4.4-1 of the TOCSP EIR. Because the proposed project would generate similar amounts of runoff as anticipated by the TOCSP EIR, the proposed project would not be expected create new or significantly more severe environmental impacts related to drainage. Noise A project specific Environmental Noise Assessment was prepared by j.c. brennan & associates, Inc. on September 15, 2015. The Environmental Noise Assessment performed noise calibration and monitoring at locations in the project site adjacent to Gibson Road and SR 113. Additionally, noise related impacts to developments along SR 113 were considered in the SLSP, and the TOCSP EIR. Although the SLSP discouraged walled neighborhoods, the plan did acknowledge the necessity of noise walls or barriers along SR 113. The SLSP provided for an eight-foot wall or wall/berm combination with general design guidelines in Development Regulation 2.32. The Environmental Noise Assessment confirmed the need for

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	a seven-foot noise barrier along 113 and Gibson Road. With the construction of a noise barrier, the Environmental Noise Assessment concluded that the project would comply with the City of Woodland exterior and interior noise level standards. Because the SLSP identifies an eight-foot wall along SR 113 and Gibson Road, the proposed project would not be considered a substantial change to the SLSP or the TOCSP EIR, and would not create new or significantly more severe environmental impacts related to noise. Air Quality The proposed project includes similar residential land uses as what was analyzed in the TOCSP EIR. As such the proposed project would place sensitive residential receptors near SR 113. SR 113 is a source of vehicular air pollutant emissions; however, because the proposed project would develop the project site for a similar residential land use as approved in the SLSP, any impacts induced by the proposed project would be consistent with what was analyzed in the TOCSP EIR. Additionally, because the type of land use would not change, and the area of the project site remains consistent with what was anticipated by the SLSP, construction induced impacts to air quality would remain consistent with what was analyzed in the TOCSP EIR. Since the approval of the SLSP, new regulations have been put in place that would help reduce the emissions resulting from the operation of the proposed project. Such regulations include the California Green Building Standards Code (CALGreen Code) and the California Building Energy Efficiency Standards Code, which mandate increases in the energy efficiency of new buildings, resulting in a reduction of energy usage and air pollutant emissions associated with energy production. Specifically, the Title 24 regulation within the CALGreen Code requires stringent energy efficiency measures, which would exceed any energy efficiency requirements assumed in the TOCSP EIR's air quality analysis. As such emissions related to energy demand of the proposed project would likely be equal to or less than emissions evaluated in the TOCSP EIR, and the proposed project would not result in new or significantly more severe impacts related to air quality impacts from energy demand. Moreover, while the proposed project would increase the number of dwelling units by seven on the Oyang North Project site, any changes to operational impacts that would result from the proposed increase in dwelling units would be off-set by the reduction of 55 units included in the Oyang South Project application. Because the projects are being processed concurrently,

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	the reduction of units from the Oyang South project would ensure that, despite the increase of seven units in Oyang North, the overall operational air quality impact resulting from both projects would remain within levels anticipated by the TOCSP EIR. Given the overall reduction in residential units and the increased energy efficiency requirements which have been put into place since the approval of the SLSP and the TOCSP EIR, the proposed project would not create new or significantly more severe environmental impacts related to Air Quality. Biological Resources A Biological Assessment was conducted for both the Oyang North project site by Salix Consulting, Inc. on November 4, 2014. The Biological Assessment evaluated the site's suitability for special-status plant and wildlife species by analyzing the habitats present on each site. Habitat for special-status plants was not found during the Biological Assessment, and the study concluded that the proposed project would have no impacts related to special-status plant species. However, the Biological Assessment concluded that the possibility exists that the project site could provide nesting or foraging habitat for Swainson's hawks, white-tailed kites, northern harriers, and/or burrowing owls. Potential impacts to such species were anticipated by the TOCSP EIR and the mitigations applied by the TOCSP EIR would be brought forward to the current project. The Biological Assessment did not identify any project induced impacts, to the aforementioned species, that would be more severe than impacts anticipated by the TOCSP EIR. In addition to the Biological Assessment, an Arborist Report and Tree Inventory Summary was prepared for the Oyang North site, by Sierra Nevada Arborists, on June 1, 2015. The Arborist Report included an inventory of all trees on-site including those trees protected under Chapter 20A of the City of Woodland Municipal Code. The proposed project has been designed to retain protected trees where feasible, and any tree removal would be required to comply with Municipal Code Chapter 20A. Because the project site was included in the SLSP and the TOCSP EIR, and the proposed project would result in similar anticipated site disturbance through development of the project site as anticipated in the SLSP, any impacts to Biological Resources resulting from the proposed project would have been included in the TOCSP EIR. As a result, the proposed

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	project would not be considered a substantial change to the TOCSP EIR, and would not create new or significantly more severe environmental impacts related to Biological Resources. Hazards The TOCSP EIR, identified past agricultural and residential site uses as having the potential to create a hazard to human health and the environment due to the disposal or improper storage of agricultural chemicals or the contamination of non-permitted septic systems. Citing a lack of data, the TOCSP EIR concluded that build-out of the SLSP could create a potentially significant impact. To reduce the potential impact to less than significant levels the TOCSP EIR required the implementation of mitigation measure 4.12-1, which included conducting a Phase I and II Environmental Site Assessment, implementing work plans, developing risk management measures, identifying contingency measures, and obtaining all necessary agency approvals for the remediation of any possible soil contaminants. In accordance with the TOCSP EIR, Wallace Kuhl and Associates (WKA) prepared site studies including Surface Soil Investigation Report on September 24, 2014 as well as a Delineation Sampling and Soil Excavation Report on January 12, 2015. WKA tested multiple surface and subsurface soil samples and identified the presence of DDE, DDT, dieldrin, arsenic, and lead in select surface soil samples from the site. The identified chemicals are commonly associated with various land uses, agricultural pesticide use, and residential termiticide application. In particular, levels of dieldrin in excess of the California Human Health Screening Level were identified on a portion of the site. The Surface Soil Investigation Report recommended that soil in the area of the contaminated samples be excavated and removed to avoid impacts to human health related to the exposure of construction workers or future residents to dieldrin. WKA subsequently excavated the contaminated soil, and properly disposed of the soil at the Recology Hay Road facility. Uncontaminated on-site soils were then used to fill the excavated area. Testing prior to excavation, during excavation, and after fill activities was documented in the Delineation Sampling and Soil Excavation Report prepared on January 12, 2015. WKA concluded that the excavation and fill activities resulted in soil conditions that would not pose a risk to human health, and further action would not be necessary. As a result, the proposed project would not be considered a substantial change to the TOCSP EIR, and would not create new or significantly more severe environmental impacts related to Hazardous Materials.

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	Remaining CEQA Sections In addition to the impacts discussed above, the TOCSP EIR also included analyses of impacts related to Land Use and Planning; Agricultural Resources; Cultural Resources; Visual Resources and Aesthetics; and Population, Employment and Housing. The TOCSP EIR also included further analysis of impacts related to Hydrology, Drainage, and Water Quality; Public Health and Safety; Public Services and Facilities; Geology and Soils; and Recreational, Educational and Community Services. Due to the proposed project's similarity to what was anticipated for the project site by the SLSP, and the TOCSP EIR, impacts related to the listed resources are not considered to be substantially different from what was previously analyzed for development of the project site and the proposed project would not create any new or significantly more severe environmental impacts in any such resource areas. Conclusion The proposed project would develop the project site for residential uses, similar to what was anticipated by the SLSP, and analyzed in the TOCSP EIR. However, the proposed project includes a request to re-designate the project site, and would eliminate the R-15 designation, while re-designating portions of the site to R-25 and R-8. The re-designation is reflected in the types of housing proposed as part of the project, as the current site plans do not include the approved townhome units and instead include a greater number of detached single-family units (R-5 and R-8) as well as higher density multi-family units (R-25). The re-designation and housing type change would add seven additional units to the proposed project compared to what was approved in the SLSP. It should be noted, that the increase in units proposed by the project would be offset by the reduction of 55 units from the concurrently processed Oyang South Project. As a result, the net change in housing units would be a 48-unit decrease from what was approved in the SLSP. The net reduction of housing units, combined with the general similarity of land uses and site acreage would ensure that any potential impacts created by the proposed project are less than or equal to the impacts identified in the TOCSP EIR. Therefore, the proposed project does not include any changes which would create new or significantly more severe impacts than what was anticipated by the SLSP and analyzed in the TOCSP EIR. As a result, major revisions to the TOCSP EIR would not be necessary.

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(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 of a similar residential nature to the existing SLSP, and significant changes to the SLSP have not occurred, the circumstances under which the project is undertaken has not changed substantially, and would not require major revisions to the TOCSP EIR. Indeed, the most substantial change which has occurred in the project area is the continuing development activity associated with implementation of the SLSP. However, no changes have occurred on the proposed project site since the adoption of the SLSP and TOCSP EIR, and thus new circumstances which would create new environmental impacts have not arisen. Furthermore, as described above, the proposed changes would not create new or significant environmental effects beyond those analyzed in the TOCSP 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 of the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:	All previously identified impacts in the TOCSP EIR would occur with implementation of the Oyang North project. The SLSP and the TOCSP EIR requires that each development application include project-level and property-specific technical analysis to demonstrate consistency with the performance thresholds in the SLSP and SLSP Mitigation and Monitoring Plan. The following studies have been submitted with the CEQA Addendum: • Arborist Report and Tree Inventory Summary, prepared by Edwin E. Stiritz, June 1, 2015. • Biological Assessment Memorandum, prepared by Salix Consulting, Inc. November 4, 2014. • Preliminary Geotechnical Engineering Report, prepared by Wallace Kuhl & Associates, September 15, 2014. • Environmental Noise Assessment, prepared by J.C. Brennan & Associates, Inc., September 15, 2015. • Surface Soil Investigation Report, Wallace Kuhl & Associates, September 24, 2014. • Delineation Sampling and Soil Excavation Report, Wallace Kuhl & Associates, January 12, 2015. The studies above do not contain any new information of substantial importance, which could have affected the determination of impacts in the TOCSP EIR. Greenhouse Gas Emissions (GHG) GHG emissions were not directly addressed in the SLSP, or the TOCSP EIR. However, potential impacts related to GHG emissions do not constitute “new information” as defined by

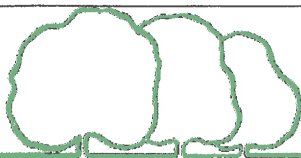
Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
	CEQA, as GHG emissions were known as potential environmental issues before 1999.¹ The overall area of disturbance anticipated for buildout of the project site by the SLSP would not be modified by the proposed project. Therefore, construction related GHG emissions would be consistent with emissions induced by the SLSP. Since the SLSP was approved, a number of regulations with the purpose of, or with an underlying goal of, reducing GHG emissions, such as the California Green Building Standards Code (CALGreen Code) and the California Building Energy Efficiency Standards Code have been enacted. It should be noted that according to the California Energy Commission, the 2013 Building Energy Efficiency Standards are anticipated to result in 25 percent less energy consumption for residential buildings over the previous energy standards.² Such regulations have become increasingly stringent since the SLSP was adopted. The proposed project would be required to comply with all currently applicable regulations associated with GHG emissions, including the CALGreen Code and California Building Energy Efficiency Standards Code. Additionally, the proposed project would site more residential units closer to SR 113, which would allow for more efficient transportation to and from the project site. Increasing the transportation efficiency would further help to reduce mobile sources of GHG induced by the SLSP. Furthermore, the proposed project's increase of seven units would be offset by the concurrently proposed Oyang South Project, which includes a reduction of 55 units from what was approved in the SLSP. As such, any potential increase in GHG emissions induced by the seven additional units in the proposed project would be offset by reductions in GHG emissions from the Oyang South Project. As a result, new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time that the previous EIR was certified is not currently known, and the proposed project would result in no new or more severe impacts than previously analyzed in the TOCSP EIR.

¹ As explained in a series of cases, most recently in *Concerned Dublin Citizens v. City of Dublin* (2013) 214 Cal. App. 4th 1301. Also see, *Citizens of Responsible Equitable Development v. City of San Diego* (2011) 196 Cal.App.4th 515.

² California Energy Commission. News Release: "New Title 24 Standards Will Cut Residential Energy Use by 25 Percent, Save Water, and Reduce Greenhouse Gas Emissions." July 1, 2014

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;	See response under (1) above. New significant effects would not occur.
(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;	See response under (1) above. Significant effects will not be more severe than identified in the TOCSP 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, and the TOCSP EIR would not change as a result of the proposed land uses changes. The Biological Assessment of the project site identified the potential of special status species, specifically Swainson's hawks, white-tailed kites, northern harriers, and burrowing owls, to use the site as foraging and nesting habitat. Impacts to raptors was considered in the TOCSP EIR, and determined to be potentially significant. Because special-status raptor species have the potential to use the site as foraging and nesting habitat mitigation measure 4.5-3 would be brought forward and applied to the current project to reduce any potential impacts to a less than significant level. As discussed earlier in this document, relevant sections of mitigation measure 4.12-1 have been applied through site testing and soil remediation. Any further portions of the mitigation measure including but not limited to identifying contingency measures in the event previously unidentified hazards are encountered during site development, and obtaining any necessary agency approvals prior to implementing any identified measures in a risk management plan would be brought forward and applied to the proposed project. Considering that all relevant mitigation measures would be applied to the proposed project, and no new mitigation measures are now feasible that would substantially reduce any previously identified significant impacts, the proposed project would not be considered a substantial change to the previously approved TOCSP EIR
(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 TOCSP EIR would remain unchanged, and would substantially reduce significant effects on the environment. New mitigation that would substantially reduce impacts more than the TOCSP EIR are not available, because the proposed changes are not substantial.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
(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 TOCSP 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 TOCSP EIR is the appropriate documentation prepared for the project.
(c) Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.	The SLSP was approved December 18, 2001. As discussed previously in this document the proposed project would not require a major revision of the previous EIR due to new or substantially more severe impacts. Additionally, changes in circumstances which would cause substantially more severe or new significant impacts have not occurred and new information which would change the severity of previously identified impacts is not known. As such, a new EIR would not be required.
(d) A subsequent EIR or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072. A subsequent EIR or negative declaration shall state where the previous document is available and can be reviewed.	A subsequent EIR or Negative Declaration is not required and therefore, an additional public review period pursuant to CEQA Guidelines sections 15087 and 15072 would not be necessary.



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:

Pan Pacific Development Inc. c/o Bruce J. Bailey

MAILING ADDRESS:

1612 42nd Ave. E

CITY STATE ZIP CODE:

Seattle, WA. 98112

PHONE NUMBER:

(206) 403-1727

E-MAIL ADDRESS:

bbaileyaps@sccglobal.net

PROJECT APPLICANT

Bayless & Hicks

MAILING ADDRESS:

3500 Douglas Blvd., Suite 210

CITY STATE ZIP CODE:

Roseville, CA 95661

PHONE NUMBER:

(916) 240-2752

E-MAIL ADDRESS:

Steve@baylessandhicks.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 | Spring Lake Specific Plan Amendment |

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

3. Project Description

Project Name:

Oyang North

Total Acres or Square Feet

28.7 Acres or 1,250,869 SQ. FT.

Site address or location:

Southeast Corner of Highway 113 and East Gibson Road

Assessor's Parcel Number:

041-070-037

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.

7-8-15

PLNG-15-00046



Oyang North Project Description

On behalf of Pan Pacific Development Inc., we are pleased to submit an entitlement application for Oyang North. The 28.6 Gross Acre property is located at the southeast intersection of Highway 113 and East Gibson Road within the Spring Lake Specific Plan. The site is currently designated as Low Density (3.0-8.0 du/gross ac.) and Medium Density (8.0-15.0 du/gross ac.) on the General Plan Land Use Map, Spring Lake Specific Plan (SLSP) on the City's Zoning Map and R-5 (>4-5 du/ac) and R-15 (10-15 du/ac) on the SLSP Land Use Plan.

This application seeks approval of a General Plan Amendment, Specific Plan Amendment, Tentative Subdivision Map & Tree Plan to allow development of (52) 50'x80' and (60) 55'x100' Single Family lots on 22.1 gross acres and 100 Multi-Dwelling Units on a 4.0 net acre site (Lot A). The project includes 3 paseo lots to facilitate pedestrian connectivity within the single family neighborhood, a buffer lot adjacent to Highway 113 and Landscape and Neighborhood Green Lots that are sited to preserve (2) existing Valley Oak trees (Nos. 181 and 182) that measure 64" DBH and 40" DBH respectively. A Tree Plan is included to facilitate development of this property consistent with the SLSP.

The proposed General Plan designations are Low Density (3.0-8.0 du/ac gross ac) and High Density (16.0-25.0 du/ gross ac. The High Density site (Lot A) has been re-located from the Oyang South property (separate entitlement application) in order to take advantage of the proximity to Highway 113 and East Gibson Road which is served by Yolobus Routes 42A, 42B and 242 providing access to Woodland, Sacramento International Airport, downtown Sacramento and UC Davis.

The Specific Plan Amendment will re-designate the land uses as R-5 (>4-5 du/ac.), R-8 (6-8 du/ac.) and R-25 (23-25 du/ac). The intent of the Specific Plan Amendment is to preserve a diversity of housing choices within the SLSP while bringing land uses into alignment with current market demand that will not support development at the R-15 range now or in the immediate future.

The Tentative Subdivision Map will subdivide the property into 112 single family residential lots, 1 multi-family lot totaling 100 dwelling units along with Landscape, Paseo and Neighborhood Green lots as described above. A total of 119 Parcels will be created by the Tentative Subdivision Map. The applicant intends to phase development of the plan and will work collaboratively with City Staff to determine appropriate phasing within the course of this entitlement application.

A Tree Plan has been prepared consistent with Chapter 20A of the Woodland City Code. There are 33 trees within the property that are >5" Diameter at Breast Height (DBH). 25 trees are proposed for removal due to their location within the future Farm Road right-of-way. The city has previously approved the Cal West Tentative Subdivision Map (No. 5075) immediately south of our site showing the removal of all trees within the same Farm Road alignment. The remaining Trees (Nos. 181 and 182) are Heritage Oaks (>33" DBH) and are preserved within separate Landscape and Neighborhood Green lots in the plan. An Arborist Report is included in the application.

We believe this submittal provides sufficient detail to begin processing the application and preparing a Staff Report but if further information or clarification is needed, please do not hesitate to contact the Applicant or Engineering Team.

OYANG NORTH LOT SIZE DEVELOPMENT CHART

VILLAGE 1

VILLAGE 1 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH	VILLAGE 1 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH
1	7324	100	74	32	5889	104	56
2	6800	100	68	33	5800	100	58
3	6350	100	64	34	5500	100	55
4	6350	100	64	35	6618	100	67
5	6338	100	64	36	6836	110	62
6	7276	100	74	37	6850	110	62
7	6376	100	65	38	9100	100	92
8	5500	100	55	39	6876	100	70
9	5500	100	55	40	6000	100	60
10	5800	100	58	41	6000	100	60
11	5500	100	55	42	6031	100	60
12	5500	100	55	43	6352	100	63
13	5500	100	55	44	6700	100	67
14	7854	105	81	45	6400	100	64
15	6503	104	62	46	6421	100	64
16	7710	101	65	47	7126	100	72
17	7417	100	66	48	7730	116	58
18	8684	105	83	49	6353	116	55
19	8061	145	56	50	6699	116	58
20	10035	115	63	51	6352	116	55
21	9869	113	61	52	7913	115	83
22	7336	132	57	53	8787	124	73
23	6868	117	60	54	6591	122	59
24	6482	110	61	55	7332	116	60
25	6150	109	58	56	7984	116	76
26	6105	109	56	57	7174	116	62
27	6571	101	65	58	6712	116	58
28	8780	100	85	59	6349	116	55
29	8144	120	63	60	7705	115	68
30	9625	140	71	SUB-TOTAL			
31	8904	116	70	198,180 SF			
SUB-TOTAL		221,212 SF	3342	1989			

TOTAL SQUARE FEET: 419,392 SF

MAX LOT SIZE:	10,035 SF	MAX LOT DEPTH:	140'	MAX. LOT WIDTH:	85'
MIN. LOT SIZE:	5,500 SF	MIN. LOT DEPTH:	100'	MIN. LOT WIDTH:	55'
AVE. LOT SIZE:	6,990 SF	AVE. LOT DEPTH:	108'	AVE. LOT WIDTH:	64'

OYANG NORTH LOT SIZE DEVELOPMENT CHART

VILLAGE 2

VILLAGE 2 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH	VILLAGE 2 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH
1	9305	98	89	27	4505	85	53
2	6083	100	67	28	4250	85	50
3	4373	83	53	29	4250	85	50
4	5508	80	66	30	4976	85	60
5	5341	80	71	31	4976	85	60
6	3997	80	50	32	4250	85	50
7	3997	80	50	33	4250	85	50
8	3997	80	50	34	4505	85	53
9	4397	80	55	35	4250	85	50
10	3997	80	50	36	4250	85	50
11	3997	80	50	37	4505	85	53
12	5325	80	68	38	4250	85	50
13	4925	80	62	39	4250	85	50
14	3997	80	50	40	4250	85	50
15	3997	80	50	41	5119	85	61
16	3997	80	50	42	4867	83	60
17	4237	80	53	43	4176	83	50
18	3997	80	50	44	4472	84	53
19	6757	80	92	45	4261	85	50
20	5010	85	60	46	4617	86	54
21	4250	85	50	47	4323	86	50
22	4250	85	50	48	4323	86	50
23	4250	85	50	49	4323	86	50
24	4505	85	53	50	4583	86	53
25	4250	85	50	51	4323	86	50
26	4250	85	50	52	5064	86	60
SUBTOTAL	122,989 SF	2156	1489	SUBTOTAL	116,168 SF	2212	1370

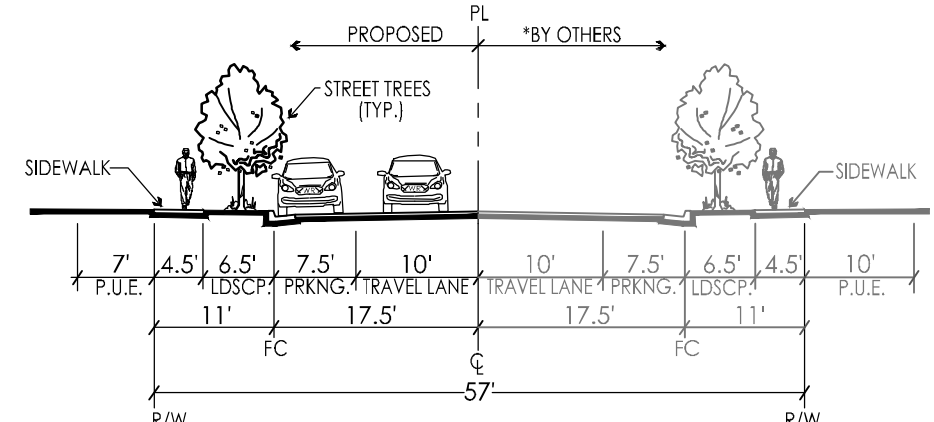
TOTAL SQUARE FEET: 239,157 SF

MAX LOT SIZE:	9,305 SF	MAX LOT DEPTH:	100'	MAX. LOT WIDTH:	92'
MIN. LOT SIZE:	3,997 SF	MIN. LOT DEPTH:	80'	MIN. LOT WIDTH:	50'
AVE. LOT SIZE:	4,599 SF	AVE. LOT DEPTH:	84'	AVE. LOT DEPTH:	55'

Figure 1: Typical cross-section of a proposed two-lane highway. The diagram shows a cross-section of a road with two travel lanes, each 12 feet wide. The total width of the travel lanes is 24 feet. On either side of the travel lanes are shoulders, each 8.5 feet wide. The total width of the shoulders is 17 feet. The total width of the cross-section is 41 feet. The diagram also shows a proposed median, which is 5.5 feet wide. The total width of the proposed median and shoulders is 23 feet. The diagram is labeled with dimensions and labels for various components: 5.5' (Proposed Median), 8' (Shoulder), 8.5' (Shoulder), 12' (Travel Lane), 12' (Travel Lane), 8.5' (Shoulder), 8' (Shoulder), 5.5' (Proposed Median). The total width of the travel lanes is 24'. The total width of the shoulders is 17'. The total width of the proposed median and shoulders is 23'. The diagram is also labeled with 'PROPOSED' and 'BY OTHERS'.

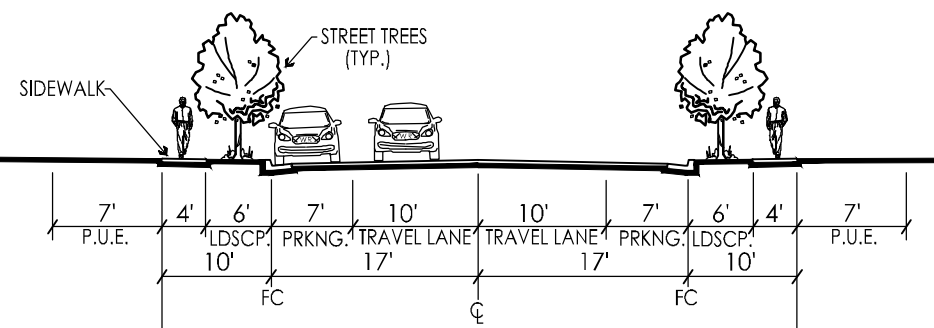
68' STREET SECTION
NOT TO SCALE

* RIGHT-OF-WAY IMPROVEMENTS ON EAST SIDE OF CENTER LINE WILL ONLY
INCLUDE UP TO THE BACK OF CURB. THE REST TO BE CONSTRUCTED BY OTHERS

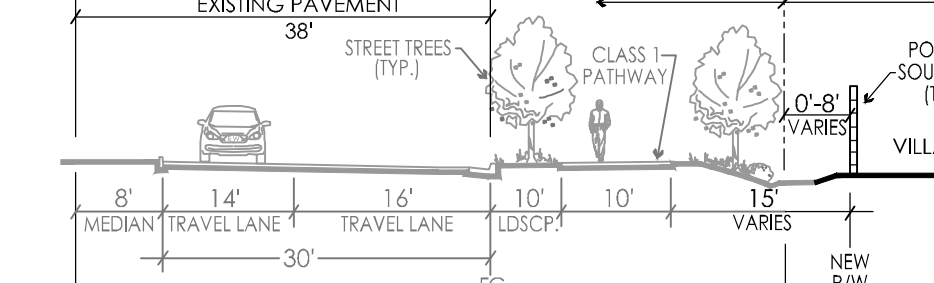


57' STREET SECTION
NOT TO SCALE

* RIGHT-OF-WAY IMPROVEMENTS SOUTH OF CENTER-LINE/ PROPERTY-LINE
TO BE CONSTRUCTED BY OTHERS.



54' STREET SECTION
NOT TO SCALE



65' MODIFIED HALF STREET SECTION (71' PER SPRING LAKE SPECIFIC PLAN)
NOT TO SCALE

PROVIDED IN INTERIM CONDITION

PROPOSED

BOC

"BY OTHERS"

5.5' 8' 8.5' 12' 6' 6' 12' 8.5' 8' 5.5'

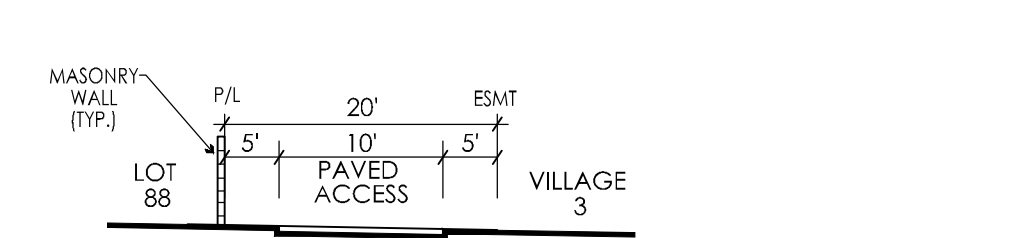
LDCSP. PKNG. TRAVEL LANE TRAVEL LANE PKNG. BOC LDCSP.

40'

R/W CL R/W

80' STREET SECTION
NOT TO SCALE

* RIGHT-OF-WAY IMPROVEMENTS ON EAST SIDE OF CENTER
LINE WILL ONLY INCLUDE UP TO THE BACK OF CURB. THE



NOT TO SCALE

INTERSECTION ANGLE IS $> 4^\circ$ DEVIATION FROM 90° .

<u>INTERSECTION TYPE</u>	<u>RADII AT CURB FACE</u>
LOCAL TO LOCAL	34'
FARM ROAD TO LOCAL	25'
HARRY LORENZO TO FARM ROAD	VARIES
HARRY LORENZO TO LOCAL	35'
HARRY LORENZO TO GIBSON	36'

TRUCK CENTERLINE (5' FROM CENTERLINE)

SIDEWALK

PARKING

STREET A

FARM RD.

FRONT WHEEL

REAR WHEEL

FACE OF CURB

SIDEWALK

FACE OF CURB

PARKING

SIDEWALK

37.21'

20.71'

7.08'

Woodland Fire Truck

Width	: 9.14'
Track	: 9.14'
Lock to Lock Time	: 6.0"
Steering Angle	: 39.3°

1"=50'

NORTH

Map showing the location of the project site. The site is located on the north side of E Gibson Rd, west of Road 25A. The map includes Highway 113, E Gibson Rd, E Heritage Pkwy, and Road 25A. A north arrow is present in the bottom right corner.

Diagram illustrating the proposed building footprint and setbacks. The building is L-shaped, with a main section measuring 50' wide and 45' deep, and a smaller section measuring 15' wide and 20' deep. The total area is 1.620 SF. The building is set back 15' from the Farm Road. The site is bounded by Farm Road to the south and a 7' PUE (Public Utility Easement) to the west. A north arrow indicates the orientation, with 1° = 30'.

OYANG NORTH

OCTOBER 14, 2016

MAP #5091

- 1) NONSTANDARD ELBOW INTERSECTION PER CITY ENGINEER DIRECTION.
- 2) TANGENT AT INTERSECTION IS LESS THAN 100'.
- 3) DISTANCE BETWEEN CENTER LINES IS LESS THAN 240'.

RECORD OWNER
PAN PACIFIC DEVELOPMENT INC.
1612 42ND AVE E
SEATTLE, WA 98112
CONTACT: BRUCE J. BAILEY
PHONE: (206) 403-1727

APPLICANT
BAYLESS & HICKS
3500 DOUGLAS BLVD, # 201
ROSEVILLE, CA 95661
CONTACT: STEVE HICKS
PHONE: (916) 789-2421

PLANNER/ENGINEER
WOOD RODGERS INC.
3301 'C' STREET, BLDG. 100-B
SACRAMENTO, CA 95816
PLANNER: TIMOTHY DENHAM, ACP
ENGINEER: PHIL TABOR, PE 71802
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBER
041-070-037 (SEE NOTE 14)

AREA
28.5 ± ACRES GROSS

NUMBER OF PARCELS
112 SINGLE FAMILY LOTS
3 PASEO LOTS
1 HIGHWAY BUFFER LOT
1 MULTI-FAMILY LOT
2 TREE PRESERVATION LOTS

1179 PARCELS TOTAL

RESIDENTIAL LOT SIZE SUMMARY
VILLAGE 1
MAX: 10,035 SF
MIN: 5,500 SF
AVE: 6,990 SF
VILLAGE 2
MAX: 9,305 SF
MIN: 3,997 SF
AVE: 4,599 SF

EXISTING USE
AGRICULTURE

PROPOSED USE
SINGLE FAMILY RESIDENTIAL

EXISTING GENERAL PLAN
LOW DENSITY (3.0-8.0 DU/ GROSS ACRE)
MEDIUM DENSITY (8.0-15.0 DU/ GROSS ACRE)

PROPOSED GENERAL PLAN
LOW DENSITY (3.0-8.0 DU/GROSS ACRE)
HIGH DENSITY (16.0-25.0 DU/GROSS ACRE)

EXISTING / PROPOSED ZONING
SPRING LAKE SPECIFIC PLAN

EXISTING SPECIFIC PLAN
SINGLE FAMILY RESIDENTIAL / R-5
MULTI-FAMILY RESIDENTIAL / R-15

PROPOSED SPECIFIC PLAN
SINGLE FAMILY RESIDENTIAL / R-5
SINGLE FAMILY RESIDENTIAL / R-5
MULTI-FAMILY RESIDENTIAL / R-25

FLOOD ZONE
X

PARK DISTRICT
CITY OF WOODLAND

FIRE PROTECTION
SPRINGLAKE FIRE PROTECTION DISTRICT

SCHOOL DISTRICT
WOODLAND JOINT UNIFIED SCHOOL DISTRICT

SEWER
CITY OF WOODLAND

STORM DRAIN
CITY OF WOODLAND

WATER
CITY OF WOODLAND

ELECTRICITY
PG&E

GAS
PG&E

NOTE:

- 1) SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT. PHASING TO BE DETERMINED.
- 2) PURSUANT TO SECTION 66449.20.2 OF THE SUBDIVISION MAP ACT, THE LAND SHOWN HEREON IS HEREBY TO BE MERGED AND RESUBDIVIDED.
- 3) EXISTING TOPOGRAPHY PROVIDED BY SYNERGY MAPPING, INC. AND WAS FLOWN ON APRIL 27, 2015.
- 4) UNLESS OTHERWISE SHOWN ON MAP, ALL UTILITIES WILL BE INSTALLED WITHIN THE PUBLIC ROAD RIGHT-OF-WAY OR WITHIN A PUBLIC UTILITY EASEMENT.
- 5) OWNER WILL DEDICATE ALL EASEMENTS AND RIGHTS-OF-WAY NECESSARY TO PROVIDE ALL UTILITIES.
- 6) ALL INTERNAL STREETS WILL HAVE A DEDICATED PUBLIC UTILITY EASEMENT MEASURED FROM THE RIGHT-OF-WAY AS SHOWN ON THE STREET SECTIONS.
- 7) THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
- 8) SEE SHEET 4 (TREE PLAN) FOR SPECIFIC INFORMATION ON PRESERVATION AND REMOVAL OF TREES.
- 9) THIS TENTATIVE MAP CONFORMS WITH ALL REQUIREMENTS OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT.
- 10) THIS TENTATIVE MAP CONFORMS WITH ALL THE REQUIREMENTS OF THE CITY OF WOODLAND SUBDIVISION ORDINANCE.
- 11) 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.
- 12) STREET NAMES SHOWN WITH LETTER CALLOUT ARE FOR TENTATIVE MAP PURPOSES ONLY.
- 13) RESIDENTIAL BUILDING SETBACKS WILL COMPLY WITH SPRING LAKE SPECIFIC PLAN DEVELOPMENT STANDARDS.
- 14) PER TITLE REPORT ORDER NO. 301-8164, DATED JULY 16, 2015, THERE ARE TWO PARCELS OF LAND LABELED WITH ONLY ONE ASSESSOR'S PARCEL NUMBER (APN 041-070-037). THE PROJECT BOUNDARY SHOWN INCLUDES BOTH PARCELS OF LAND.
- 15) PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED:
 - a) RIGHT-OF-WAY DEDICATION PER BK. 2008 O.R.G. 0009147.

PROJECT BOUNDARY

RIGHT-OF-WAY

STREET CENTERLINE

PROPOSED LOTS

ADJACENT LOTS

PUBLIC UTILITY ESMT. (PUE)

EXISTING EASEMENT

VILLAGE BOUNDARY

TOP BACK OF CURB

SIDEWALK

PROPOSED DESIGN EXCEPTION

<u>SHEET</u>	<u>TITLE</u>	<u>SCALE</u>
1	TSM- STREET & LOTTING PLAN	1"=100'
2	TSM- GRADING & DRAINAGE PLAN	1"=80'
3	TSM- SEWER & WATER PLAN	1"=80'
4	TSM- TREE PLAN & FENCING PLAN	1"=80'

VILLAGE/ LOT NO.	GENERAL PLAN/ ZONING DESIGNATION	USE	LOT SIZE	ACRES (G)	ACRES (N)	DWELLING UNITS	GROSS DENSITY	NET DENSITY
1	LOW DENSITY/R-5	SINGLE-FAMILY RES.	55'X100'	13.9	13.9	60	4.3	4.3
2	LOW DENSITY/R-8	SINGLE-FAMILY RES.	50'X80'	8.4	7.7	52	6.2	6.7
3	HIGH DENSITY/R-25	MULTI-FAMILY RES.	-	5.5	4.6	115	21.1	25.0
G	LOW DENSITY/R-5	HIGHWAY BUFFER	-	0.7	0.7	-	-	-
RW	HIGH DENSITY/R-25	STREET A (NORTH HALF)	-	-	0.4	-	-	-
RW	-	E. GIBSON & HARRY LORENZO RIGHT-OF-WAY	-	-	1.2	-	-	-
TOTALS				28.5	28.5	227		

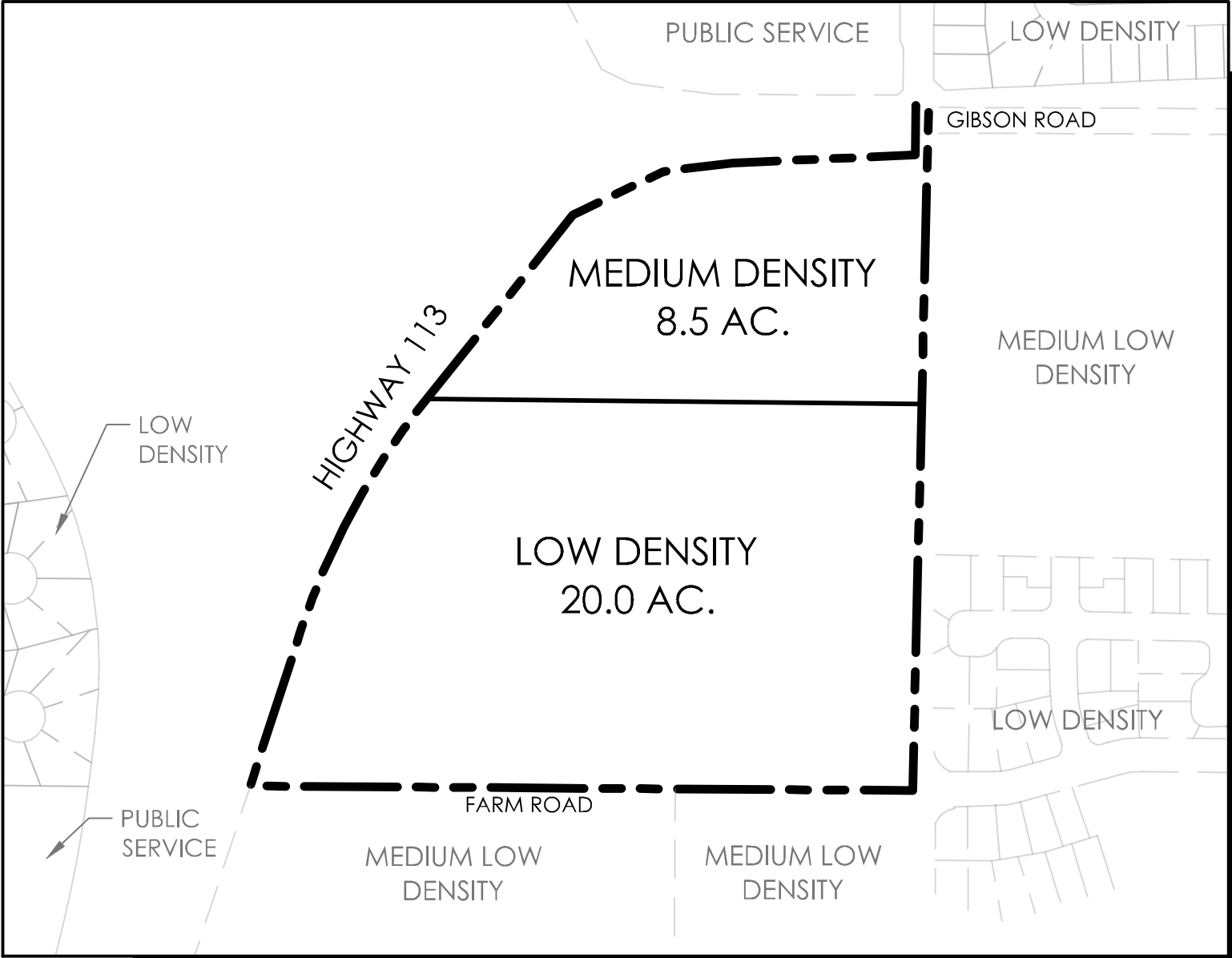
- 1) VILLAGE 1 & 2 NET ACREAGE EXCLUDES HARRY LORENZO AVENUE AND LOT "G" (HIGHWAY BUFFER).
- 2) VILLAGE 3 NET ACREAGE EXCLUDES EAST GIBSON ROAD, HARRY LORENZO AVENUE AND THE NORTH HALF OF STREET A
- 3) LOTS B-G ARE DEDICATED TO BE PUBLIC PROPERTY LOTS.
- 4) VILLAGE 3 DWELLING UNIT COUNT IS CALCULATED WITH A FIXED NET DENSITY OF 25.0 DU/AC.

EXISTING SPECIFIC PLAN			DENSITY PERMITTED	PROPOSED TENTATIVE SUBDIVISION MAP				
SPECIFIC PLAN DESIGNATION	NET AREA	# OF UNITS	BASED ON NET ACREAGE	VILLAGE/ LOT	LAND USE	SPECIFIC PLAN DESIGNATION	NET AREA	# OF UNITS
R-5	18.8	94	75-94	VILLAGE 1	SF RESIDENTIAL	R-5	13.9	60
R-15	8.2	123	82-123	VILLAGE 2	SF RESIDENTIAL	R-8	7.7	52
				VILLAGE 3	MF RESIDENTIAL	R-25	4.6	115
				LOT G	HIGHWAY BUFFER	R-5	0.7	-
				RW	STREET A (NORTH HALF)	R-25	0.4	-
RW	1.5	-		RW	HARRY LORENZO AVE.	RW	1.2	-
	28.5 ACRES	217 UNITS	157-217				28.5 ACRES	227 UNITS

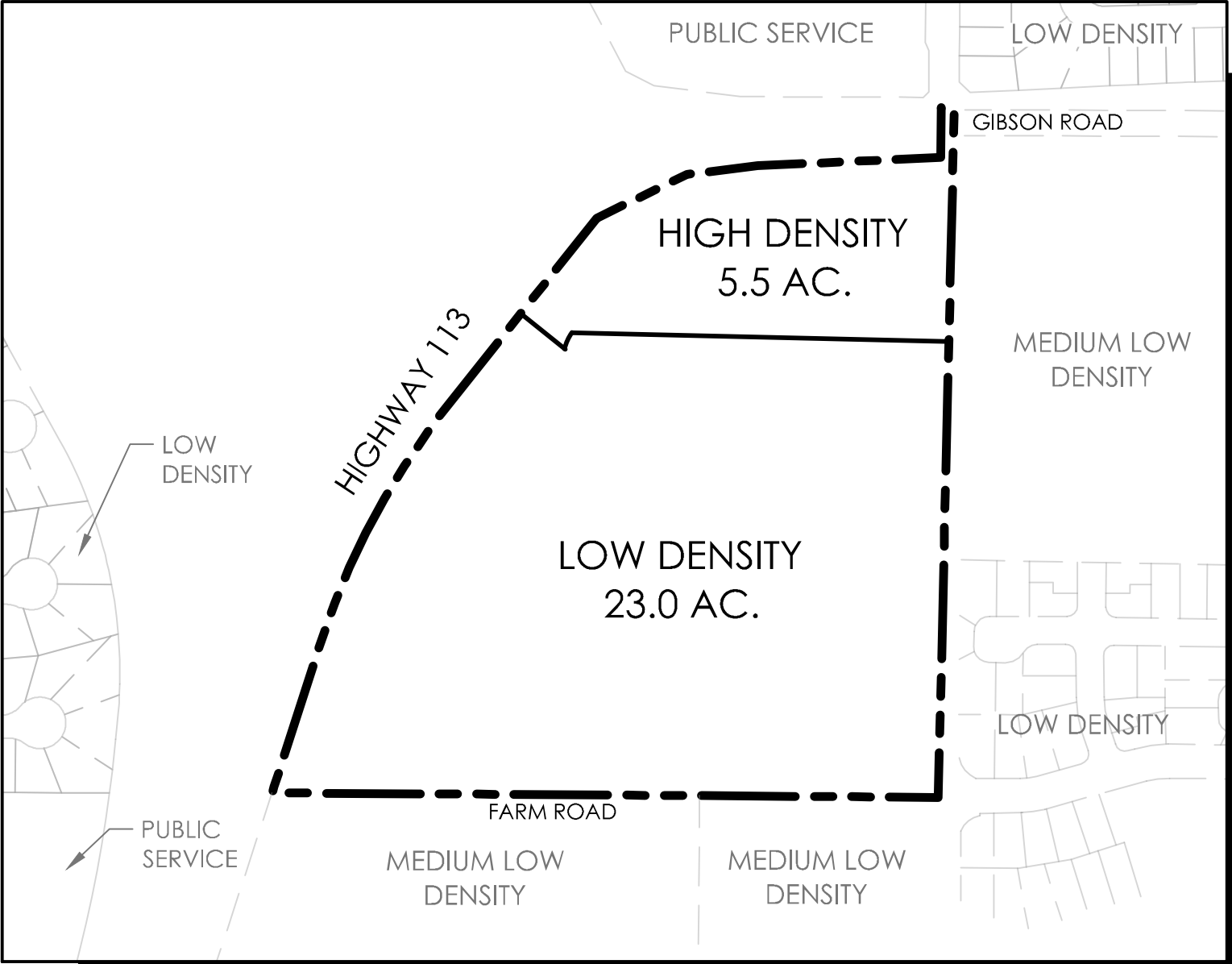
1) EXISTING NET AREA ACREAGES ARE APPROXIMATE & DERIVED FROM PAGE 2-5 EXHIBIT OF THE SPRING LAKE SPECIFIC PLAN

GENERAL PLAN AMENDMENT EXHIBIT
OYANG NORTH
CITY OF WOODLAND, CALIFORNIA

OCTOBER 14, 2016



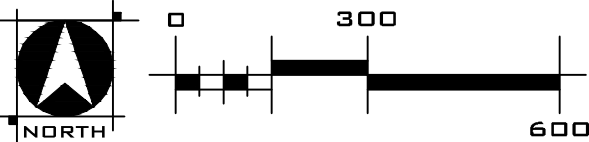
EXISTING GENERAL PLAN



PROPOSED GENERAL PLAN

GENERAL PLAN AMENDMENT SUMMARY TABLE

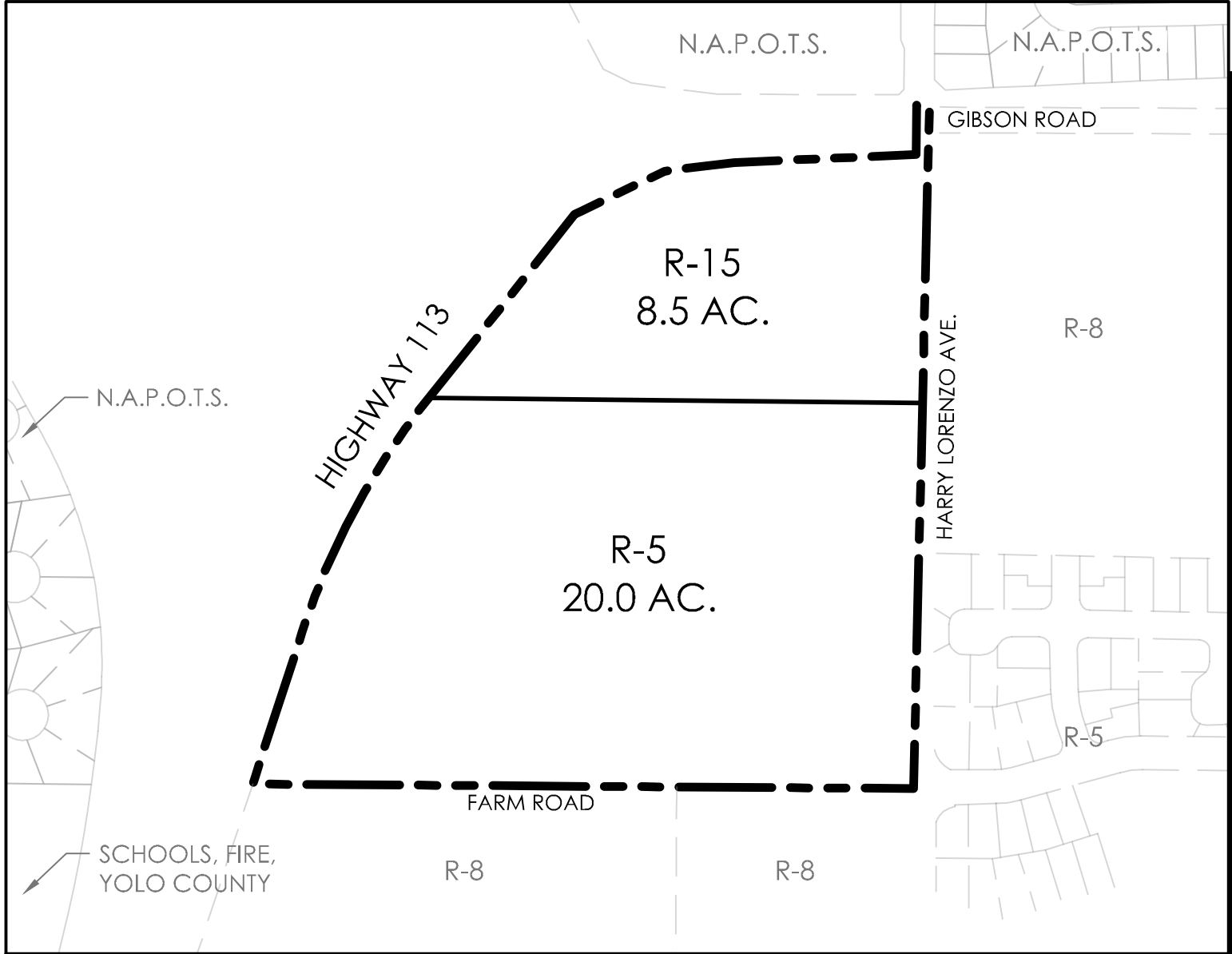
DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
LOW DENSITY	RESIDENTIAL (3.0-8.0 DU/GROSS AC)	20.0 AC.	23.0 AC.	3.0 AC.
MEDIUM DENSITY	RESIDENTIAL (8.0-15.0 DU/GROSS AC)	8.5 AC.	0.0 AC.	-8.5 AC.
HIGH DENSITY	RESIDENTIAL (16.0-25.0 DU/GROSS AC)	0.0 AC.	5.5 AC.	5.5 AC.
		28.5 AC.	28.5 AC.	



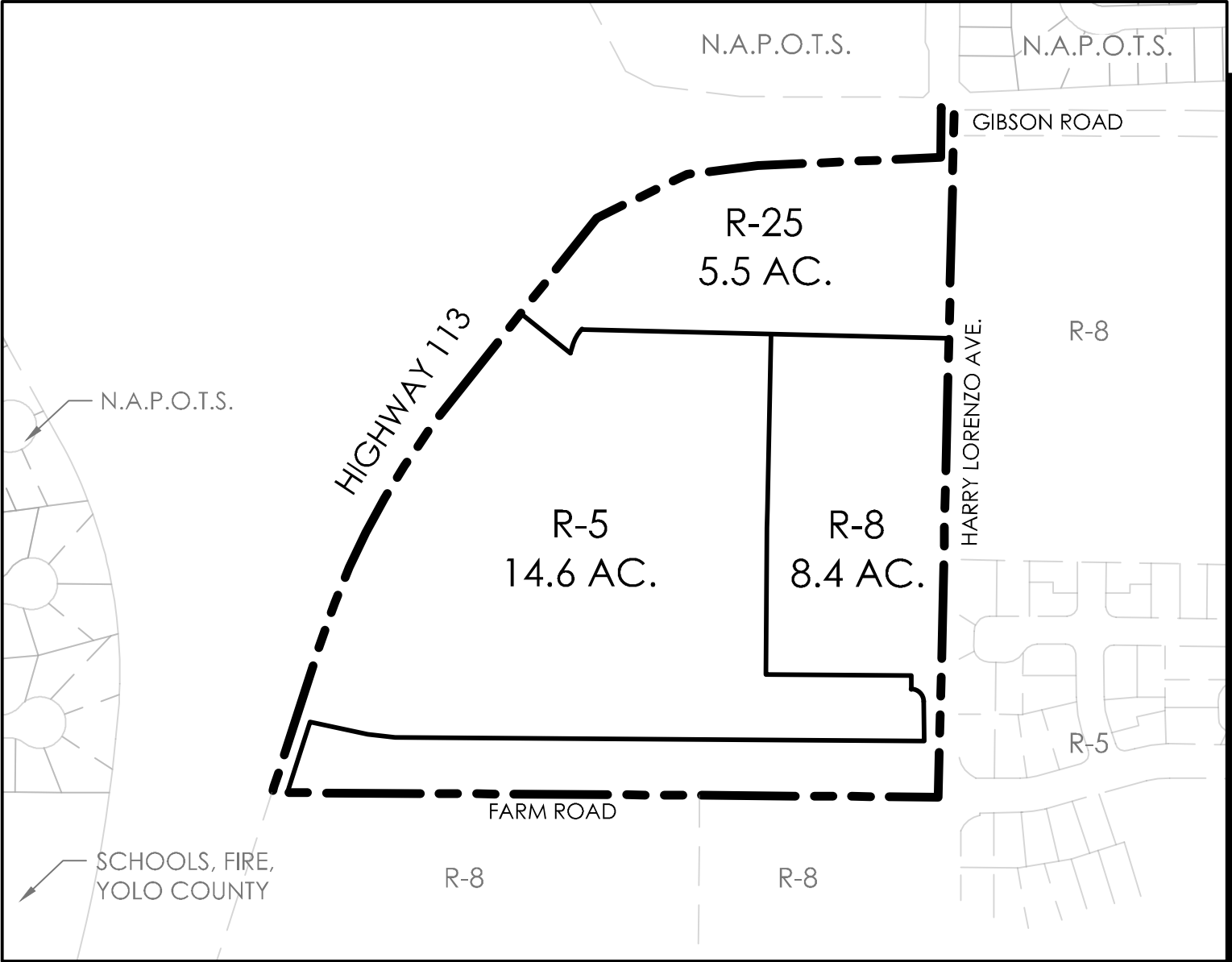

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SPECIFIC PLAN AMENDMENT EXHIBIT
OYANG NORTH
CITY OF WOODLAND, CALIFORNIA

OCTOBER 14, 2016



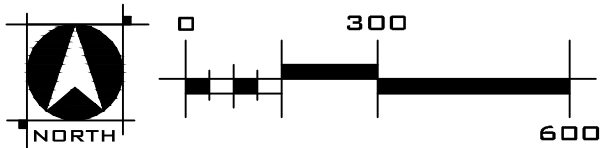
EXISTING SPECIFIC PLAN



PROPOSED SPECIFIC PLAN

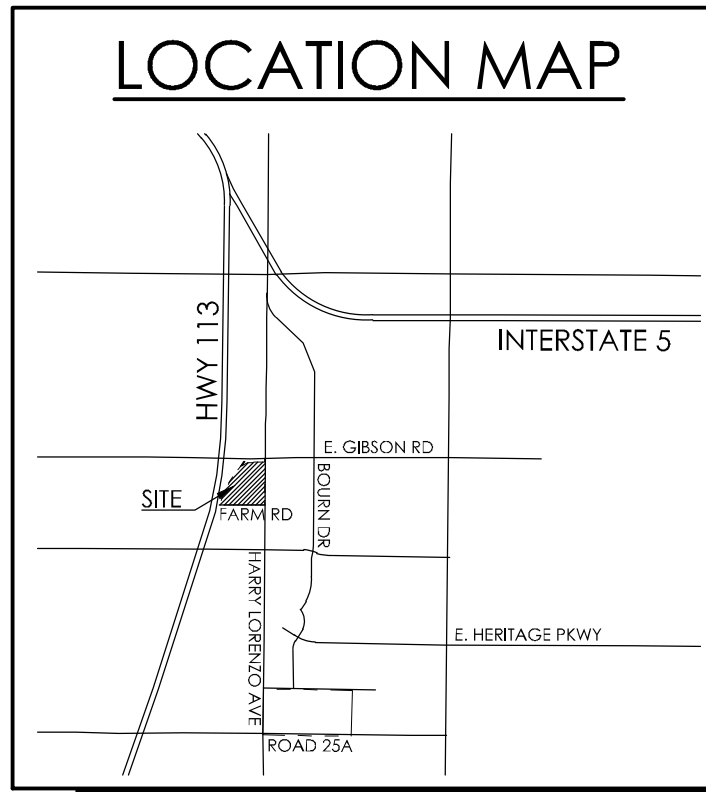
SPECIFIC PLAN AMENDMENT SUMMARY TABLE

DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
R-5	SINGLE-FAMILY RESIDENTIAL (4-5 DU/AC)	20.0 AC.	14.6 AC.	-5.4 AC.
R-8	SINGLE-FAMILY RESIDENTIAL (6-8 DU/AC)	0.0 AC.	8.4 AC.	8.4 AC.
R-15	MULTI-FAMILY RESIDENTIAL (10-15 DU/AC)	8.5 AC.	0.0 AC.	-8.5 AC.
R-25	MULTI-FAMILY RESIDENTIAL (23-25 DU/AC)	0.0 AC.	5.5 AC.	5.5 AC.
		28.5 AC.	28.5 AC.	




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TENTATIVE SUBDIVISION MAP
SEWER AND WATER PLAN
OYANG NORTH
CITY OF WOODLAND, CALIFORNIA
OCTOBER 14, 2016
SHEET 2 OF 4
MAP #5091

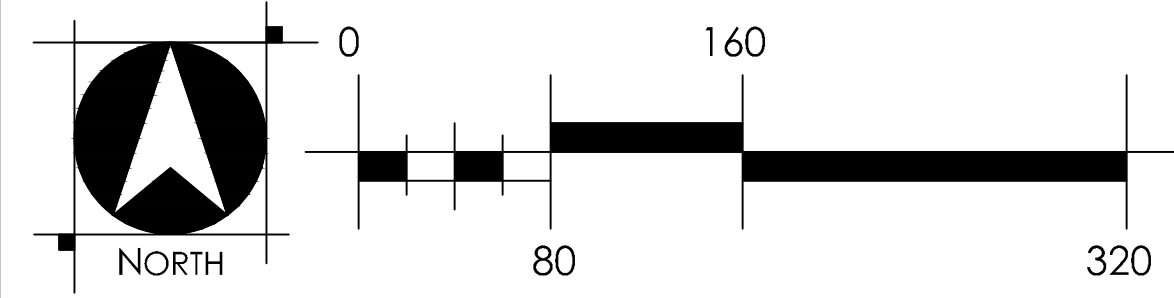
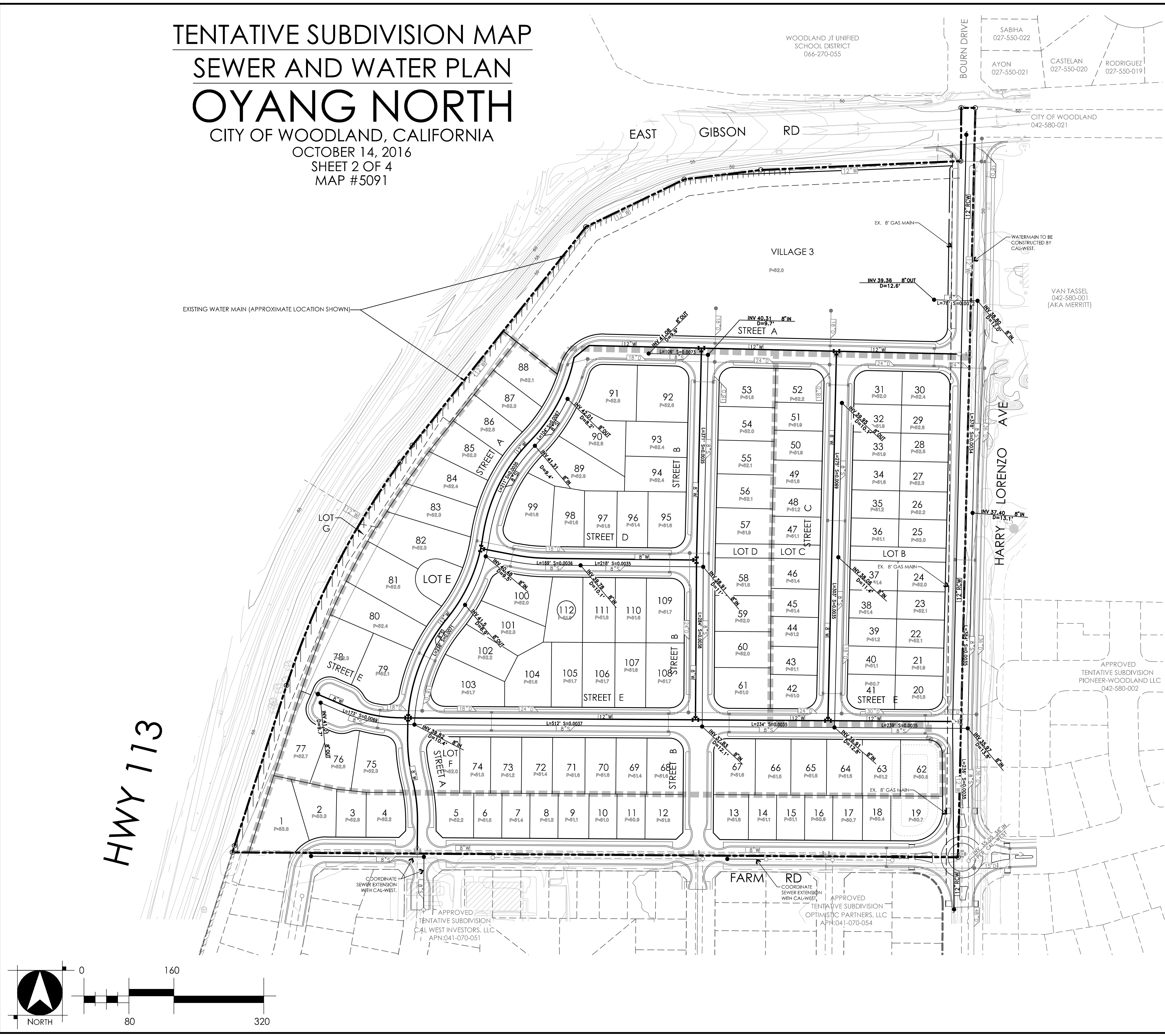


LEGEND

---	PROJECT BOUNDARY
----	VILLAGE BOUNDARY
----	RIGHT-OF-WAY
----	PROPOSED LOTS
----	ADJACENT LOTS
----	PUBLIC UTILITY ESMT. (PUE)
----	FACE OF CURB
----	SIDEWALK
----	LIP OF CURB
----	EXISTING GAS MAIN
----	SEWER MAIN
----	SEWER MANHOLE
----	SEWER/WATER PER CALWEST
----	DRAINAGE MAIN
----	DRAINAGE MANHOLE
----	DRAIN INLET
----	RECYCLED WATER MAIN
----	WATER MAIN
----	GATE VALVE
----	BLOW OFF VALVE
----	PROPOSED SEWER PIPE SLOPE & LENGTH
----	PROPOSED SEWER INVERT ELEVATION & DEPTH
----	PAD ELEVATION

SHEET INDEX

SHEET	TITLE	SCALE
1	TSM- STREET & LOTTING PLAN	1"=100'
2	TSM- SEWER & WATER PLAN	1"=80'
3	TSM- GRADING & DRAINAGE PLAN	1"=80'
4	TSM- TREE PLAN & FENCING PLAN	1"=80'

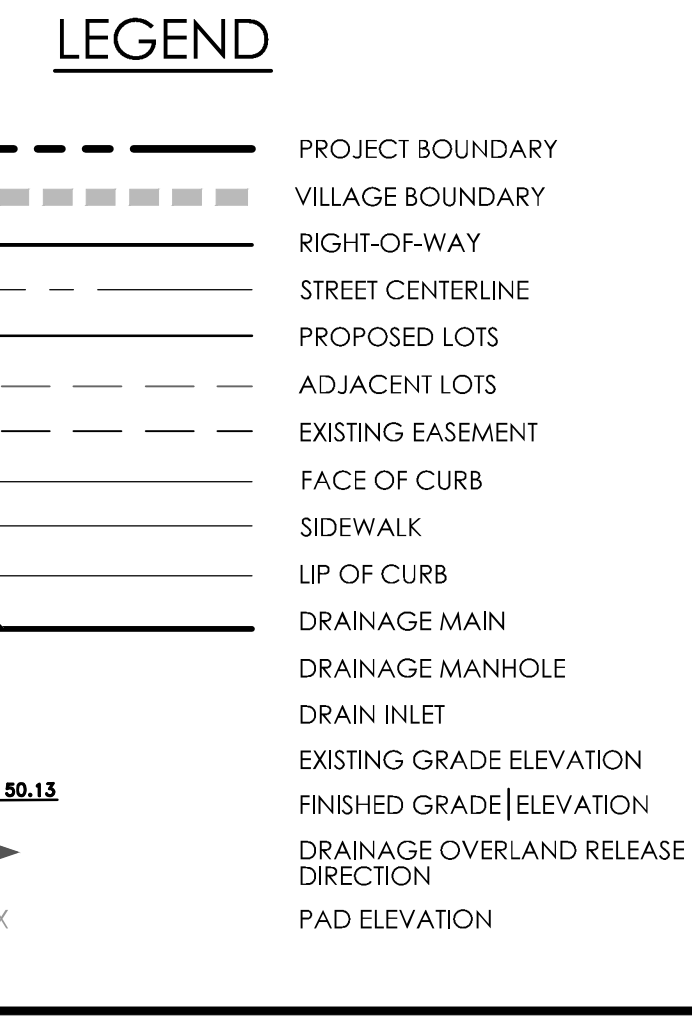
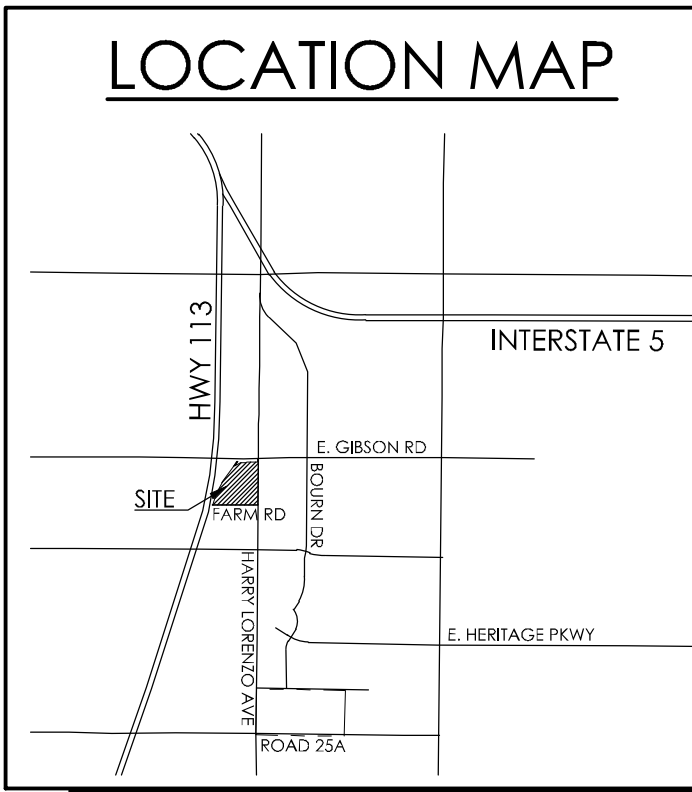


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TENTATIVE SUBDIVISION MAP
GRADING & DRAINAGE
OYANG NORTH

CITY OF WOODLAND, CALIFORNIA

OCTOBER 14, 2016
SHEET 3 OF 4
MAP #5091



SHEET INDEX

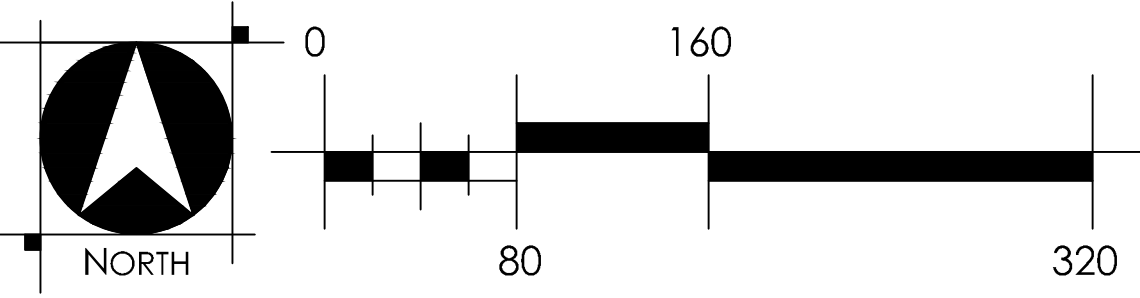
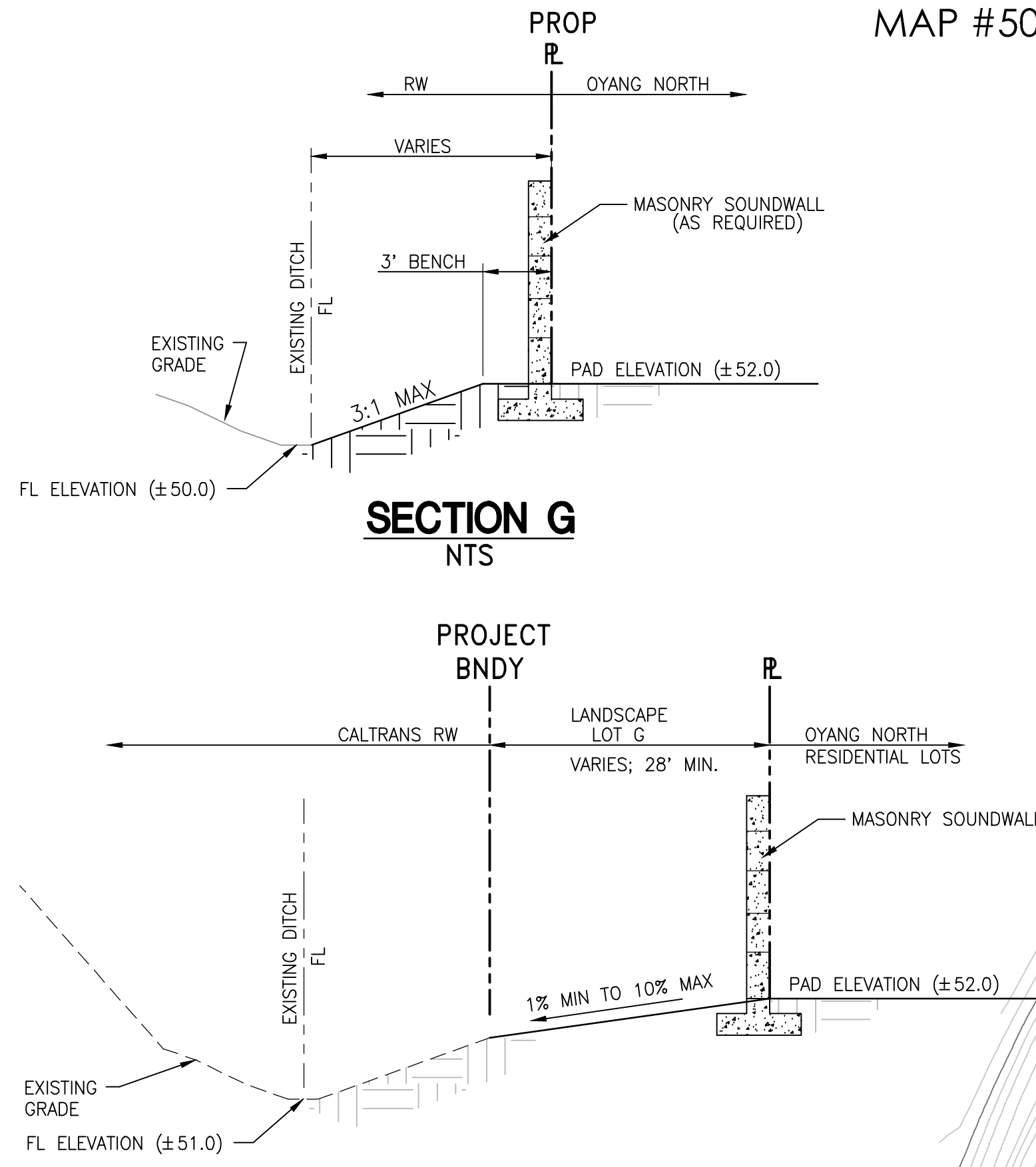
SHEET	TITLE	SCALE
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4	TSM- TREE PLAN & FENCING PLAN	1"=80'

EARTHWORK QUANTITIES

CUT:	19.053 CUBIC YARDS
FILL:	50.662 CUBIC YARDS
NET:	31.609 CUBIC YARDS (Import)

NOTE

*STREET SLOPES & GRADES PER APPROVED CALWEST TENTATIVE SUBDIVISION MAP NO.5075



HWY 113



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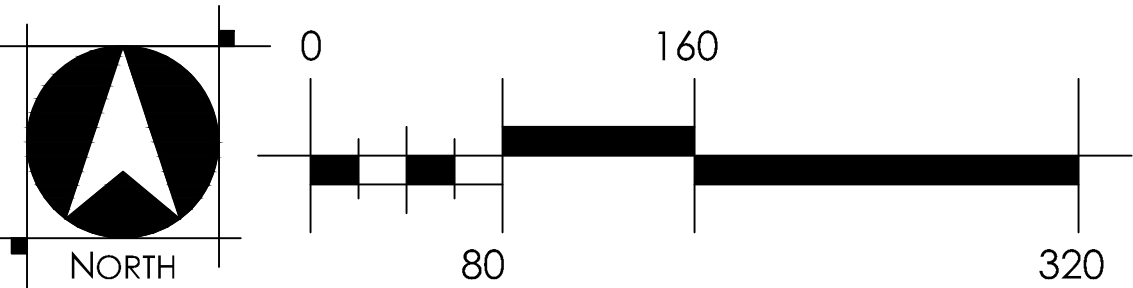
TREE INVENTORY												
STATUS	TREE#	COMMON NAME	SPECIES	TOTAL DBH INCHES	DLR (feet)	CONDITIONAL ASSESSMENT					MAINTENANCE RECOMMENDATIONS	
						ROOT	TRUNK	LEAVES	FOLIAGE	STRUCTURE		VIGOR
	150	Valley Oak	(Quercus lobata)	7	9	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
	151	Valley Oak	(Quercus lobata)	8	11	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
	152	Valley Oak	(Quercus lobata)	8	12	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
	153	Valley Oak	(Quercus lobata)	24	25	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
	154	Valley Oak	(Quercus lobata)	38	34	Fair	Fair	Poor to fair	Poor to fair	Fair	Fair	None at this time
	155	English Walnut	(Juglans regia)	7	8	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
OFF-SITE:	156	Valley Oak	(Quercus lobata)	14	17	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	157	Valley Oak	(Quercus lobata)	7	8	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	158	Valley Oak	(Quercus lobata)	15	21	Fair	Poor to fair	Poor to fair	Poor to fair	Poor to fair	Fair	Cut wire
X	159	Valley Oak	(Quercus lobata)	17	19	Fair	Poor to fair	Poor to fair	Fair	Poor to fair	Fair	Treat for carpenter worm and reevaluate in six months
X	160	Valley Oak	(Quercus lobata)	12	16	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	161	Valley Oak	(Quercus lobata)	7	9	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	162	Valley Oak	(Quercus lobata)	9	13	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	163	Valley Oak	(Quercus lobata)	21	15	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	164	Valley Oak	(Quercus lobata)	8	8	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	165	Valley Oak	(Quercus lobata)	8	9	Fair	Poor to fair	Poor to fair	Fair	Fair	Fair	None at this time
X	166	California Black Walnut	(Juglans californica)	7	10	Fair	Poor to fair	Poor to fair	Fair	Poor to fair	Fair	Recommend removal due to nature and extent of noted defects
X	167	Valley Oak	(Quercus lobata)	10	15	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	168	Valley Oak	(Quercus lobata)	7	17	Fair	Poor to fair	Poor to fair	Fair	Poor to fair	Fair	None at this time
X	169	Valley Oak	(Quercus lobata)	13	19	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	170	California Black Walnut	(Juglans californica)	7	15	Fair	Poor to fair	Poor to fair	Fair	Poor to fair	Fair	None at this time
X	171	Valley Oak	(Quercus lobata)	6	5	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	172	Valley Oak	(Quercus lobata)	8	12	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	173	Valley Oak	(Quercus lobata)	15	20	Fair	Fair	Poor to fair	Poor to fair	Fair	Poor to fair	None at this time
X	174	Valley Oak	(Quercus lobata)	12	18	Fair	Poor to fair	Poor to fair	Fair	Poor to fair	Fair	None at this time
X	175	California Black Walnut	(Juglans californica)	6	10	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	176	Valley Oak	(Quercus lobata)	11	20	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	177	Valley Oak	(Quercus lobata)	7	8	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	178	Valley Oak	(Quercus lobata)	10	13	Fair	Poor to fair	Poor to fair	Fair	Poor to fair	Fair	None at this time
X	179	Valley Oak	(Quercus lobata)	14	18	Fair	Poor to fair	Poor to fair	Fair	Poor to fair	Fair	None at this time
X	180	Valley Oak	(Quercus lobata)	6	12	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	181	Valley Oak	(Quercus lobata)	64	45	Poor to fair	Poor	Poor	Fair	Poor	Fair	Isolate the fall zone or remove the tree.
	182	Valley Oak	(Quercus lobata)	40	34	Poor to fair	Poor to fair	Fair	Fair	Poor to fair	Fair	Clean out crown and inspect annually.

TREE INVENTORY SUMMARY					
	# OF TREES	# OF TREES *T.B.R.	**D.B.H.	D.B.H. T.B.R.	***MITIGATION REQUIRED
ON-SITE	32	25	439	307	223
OFF-SITE	1	0	14	0	0
TOTAL	33	25	453 IN.	307 IN.	223 IN.
*T.B.R.= TO BE REMOVED **D.B.H.= DIAMETER BREST HEIGHT ***EXCLUDES WALNUTS OR OAKS RECOMMENDED FOR REMOVAL.					

KEY

= TO REMAIN

= TO BE REMOVED



TENTATIVE SUBDIVISION MAP

PRELIMINARY TREE REMOVAL & FENCING EXHIBIT

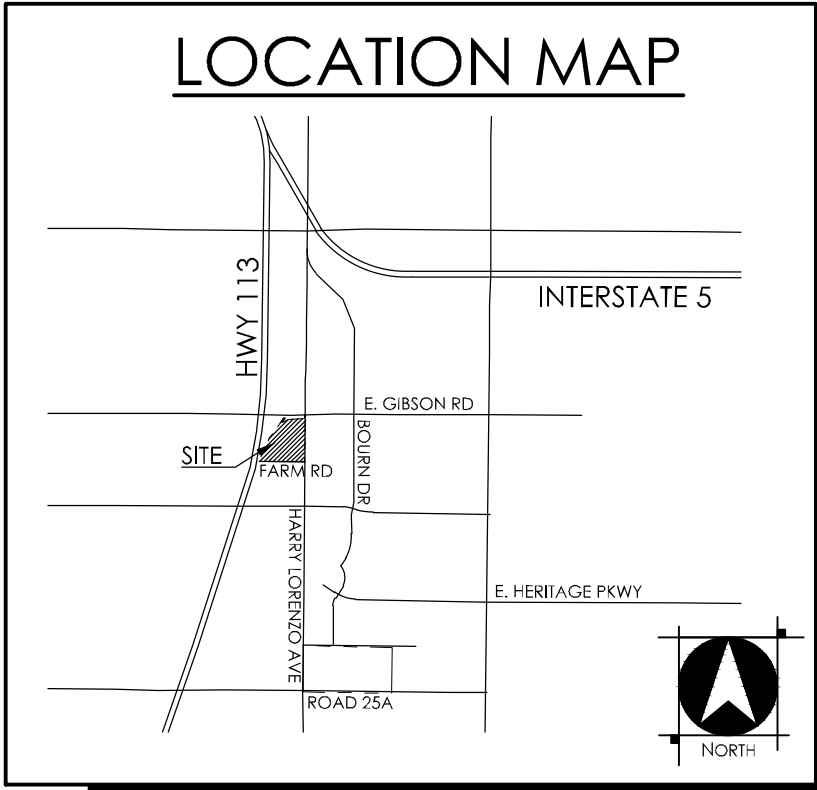
OYANG NORTH

CITY OF WOODLAND, CALIFORNIA

OCTOBER 14, 2016

SHEET 4 OF 4

MAP #5091



HWY 113



SHEET INDEX		
SHEET	TITLE	SCALE
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3	TSM- SEWER & WATER PLAN	1"=80'
4	TSM- TREE PLAN & FENCING PLAN	1"=80'

LEGEND	
	PROJECT BOUNDARY
	RIGHT-OF-WAY
	STREET CENTERLINE
	PROPOSED LOTS
	FACE OF CURB
	SIDEWALK
	ADJACENT LOTS
	PUBLIC UTILITY ESMT. (PUE)
	MASONRY SOUNDWALL

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Legislation Details (With Text)

File #: 16-789 Version: 1 Name:

Type: Public Hearing Item Status: Agenda Ready

File created: 10/20/2016 In control: Planning Commission

On agenda: 10/27/2016 Final action:

Title: Spring Lake Specific Plan, Oyang South (PLNG15-00047) - Request to amend the General Plan and Spring Lake Specific Plan, and approve a Tentative Subdivision Map (TSM #5092) and a Development Agreement for a 77.3-acre parcel located within the Spring Lake Specific Plan Area as follows.

The General Plan Amendment includes:

1. Re-designation of the 4.5 acre, R-25/Multifamily (High Density Residential) site and the remaining 64.4 acre, R-3/Single Family (Very Low Density Residential) site to 28.3 acres of R-3/Single Family (Very Low Density Residential) and 49 acres of R-4/Single Family (Low Density Residential).

The Specific Plan Amendment includes:

1. Rezone of the 4.5 acre, R-25/Multifamily (25 du/acre) site and the remaining 64.4 acre, R-3/Single Family (3 du/acre) site to 28.3 acres of R-3/Single Family (3 du/acre) and 49 acres of R-4/Single Family (4 du/acre).

The Tentative Subdivision Map #5092 will provide 250 single family residential lots, as follows:

1. 28.3 acres of R-3, Single Family - 82 single family lots
2. 49 acres of R-4, Single Family - 168 single family lots

Location: The subject property (77.3 acres) is located at the southeast corner of Marston Drive and Harry Lorenzo Avenue (APN 042-030-034). The property is bound by Marston Drive to the north, Road 25A to the south, Harry Lorenzo Avenue to the west, and the Heritage Remainder Area Phase I (Meritage Homes/Mayfair development) residential neighborhood to the east.

Applicant/Owner: Bayless & Hicks (Applicant); Himalaya Development, Inc. (Owner)

Environmental Report: The proposed project is consistent with the Spring Lake Specific Plan Environmental Impact Report (SCH #99022069, Turn of the Century EIR) certified on August 15, 2000 (see Attachment 3, CEQA Addendum, prepared June 2016).

APN: 042-030-034

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

Staff Recommendation: Recommend City Council Approval with Conditions

Sponsors:

Indexes:

Code sections:

Attachments: [1 - Planning Commission Resolution including a-d](#)
[2 - Draft Development Agreement](#)
[3 - CEQA EIR Addendum](#)

[4 - Project Application and Justification Statement](#)

[5 - Tentative Subdivision Map Plan Set](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------



Planning Commission

Spring Lake Specific Plan, Oyang South (PLNG15-00047) - Request to amend the General Plan and Spring Lake Specific Plan, and approve a Tentative Subdivision Map (TSM #5092) and a Development Agreement for a 77.3-acre parcel located within the Spring Lake Specific Plan Area as follows.

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APN: 042-030-034

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

Staff Recommendation: Recommend City Council Approval with Conditions

Report For: Planning Commission Public Hearing, October 27, 2016

General Plan Designation: Very Low Density (1.0-4.0 DU/Gross Acre) and High Density (16.0-25.0 DU/Gross Acre)

Current Zoning: Single Family/R-3 and Multi-Family/R-25

Specific Plan Designation: Spring Lake Specific Plan

Existing Land Uses: Vacant/Undeveloped

Flood Zone: Flood Zone X - Area Outside the 2% Annual Chance Flood Event, FIRM Community Panel Number - 060426-0445H Revised May 16, 2002

Street Access: Marston Drive

Adjacent Land Uses & Zoning:

DIRECTION	LAND USE	ZONING
North	Marston Drive/Residential	R-4/R-5
South	Vacant/Undeveloped	Unincorporated County
East	Residential	R-4
West	Vacant/Undeveloped	Spring Lake Remainder Area

Pending/Potential Action

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

1. Conduct the Public Hearing;
2. Adopt Resolution No. PC16-____ (Attachment 1), recommending that the City Council: 1) approve the CEQA EIR Addendum to the previously certified Turn of the Century EIR as the appropriate level of environmental review in accordance with the California Environmental Quality Act; 2) amend the City General Plan land use designations in accordance with the proposed Oyang South General Plan Amendment (Exhibit A); 3) amend the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed Oyang South Specific Plan Amendment (Exhibit B); 4) approve Tentative Subdivision Map #5092; and approve an Ordinance approving the Development Agreement between the City of Woodland and Vacaville Land Investors, LLC, to use and develop the Oyang South project area located within the Spring Lake Specific Plan Area.

Project Site Description

The Oyang South project site encompasses approximately 77.3 acres of vacant land within the Spring Lake Specific Plan (SLSP) area. The property is located on the southeast corner of Marston Drive and Harry Lorenzo Avenue. The property is bound by Marston Drive to the north, Road 25A to the south, Harry Lorenzo Avenue to the west, and the Heritage Remainder Area Phase I (Meritage Homes/Mayfair development) residential neighborhood to the east. Currently, 4.5 acres of the project site is zoned Multi-Family Residential/R-25. The remaining 71.5 acres is zoned Single Family Residential/R-3.

Background and Project Summary

The entire SLSP area was rezoned under Ordinance No. 1346, adopted on July 2, 2002. 4.8 acres of the subject property was pre-zoned R-25/Multi-Family Residential, and the remaining 71.5 acres of the property was pre-zoned R-3/Single Family Residential.

In October 2015, the project applicant, Bayless & Hicks, a residential real estate entitlement company based in Roseville, submitted applications requesting land use modifications within two Spring Lake residential development areas, “Oyang North” and “Oyang South.” Oyang South is the subject of this staff report; however, it is being processed concurrently with Oyang North. The two project areas are not contiguous. The two properties are owned by different corporate entities, but each entity is controlled by the same people. Due to the common ownership, staff considered proposed land use changes within one area in relation to proposed changes in the other; seeking to achieve a balanced end result that continues to carry forward the goals and objectives of the Spring Lake Specific Plan.

The existing Oyang South site, located at the southeast corner of Marston Drive and Harry Lorenzo Avenue, is currently zoned for very low density residential (R-3) and high density residential (R-25). The Oyang North project site, located at the southeast intersection of Highway 113 and East Gibson Road is currently zoned for low density residential (R-5) and medium density residential (R-15). The proposed land use modifications would relocate the higher density R-25 site from Oyang South to Oyang North to take advantage of the northern site’s proximity to Gibson Road and Highway 113. Gibson Road is served by major bus transit routes that provide alternative transportation within Woodland, as well as to Sacramento, Davis (and UC Davis) and the Sacramento International Airport. Further, the site is closer to amenities such as the Bel Air Grocery Store and other neighborhood serving retail shops.

The low density residential neighborhood pattern is otherwise maintained within both Oyang North and South, with slight modifications that allow for a greater diversity of housing choices within these neighborhoods. Working with city staff, the applicant has agreed to numerous enhancements within both project areas to preserve the traditional neighborhood feel and create a desirable community. Added pedestrian paseos provide bicycle and pedestrian connections to collector roads and “short-cuts” to future and existing Spring Lake park sites and greenbelts.

In addition to meeting the Spring Lake energy efficiency requirements, the applicant has agreed that each home shall be photovoltaic ready and: 1) shall be pre-wired; 2) will have adequate roof strength to support solar

panels; 3) provide that roofs shall have minimal penetrations in order to accommodate solar panels; 4) shall have a 200 amp main electrical panel; and 5) provide space adjacent to the main panel for solar disconnect and associated equipment (inverter). If not provided as a standard feature, photovoltaic systems shall be offered by the builder as an upgrade at the time of initial purchase. Additionally, each garage shall have a dedicated 240-volt, 40-amp circuit for electric vehicle charging station or as required by the most current California Green Building Standards.

Affordable Housing

The project applicant is proposing to dedicate the 4.6 acre, R-25 site relocated within Oyang North to an affordable housing developer who meets City-specified criteria for the construction of an affordable rental housing project in fulfillment of the project's affordable housing obligation. The affordable housing project would include a minimum of 112 units with affordability levels of at least twenty (20) percent very-low income units. The balance of the units shall be at affordability levels acceptable to the CITY including low and moderate income restricted units.

The proposed land dedication is described in further detail below; however, the site would be dedicated in a "shovel-ready" condition allowing expediency in future processing of a project and for a more financially feasible project. Further, a shovel ready site, as well as close proximity to major transit routes and other amenities such as a grocery store, would result in a more competitive site for the purposes of obtaining grant funding and/or tax credits for a future project.

The current Oyang South project proposal is for 250 single family units resulting in a requirement for 25 low-income, affordable single family units. In lieu of constructing the affordable housing units, the applicant will pay an affordable housing in-lieu fee to meet the ten percent (10%) single family for sale affordability requirement. The fee shall be in the amount of Fifty-seven Thousand Eight Hundred Dollars (\$57,800) per required single-family affordable unit totaling One Million Four Hundred Forty-five Thousand Dollars (\$1,445,000) for the project.

Credits to the total affordable housing in lieu fee for the Project may be assigned from the Oyang North Project. This credit amount is estimated at Two Hundred Six Thousand, Four Hundred Dollars (\$206,400). Actual credit amount will be determined by the City at the time of recordation of first final map for the Project.

The current Oyang North, R-15 designation would be eliminated; however, 8.4 acres of R-8 single family zoning would be incorporated into the single family portion of the site (in addition to the current R-5 zoning). Based on sales prices in similar R-5 and R-8 classifications, which include the new DR Horton Arabella homes, Taylor Morrison's Parkview community, and Lennar's Brookstone subdivision, the higher density single family sites are generally affordable to moderate income buyers with home prices starting in the high \$300,000's and low \$400,000's.

Project Proposal

The Oyang South application proposes: 1) a General Plan Amendment and a Spring Lake Specific Plan Amendment to allow for the rezoning of the 4.5 acre, R-25/Multi-family (High Density Residential) site and the

remaining 64.4 acre, R-3/Single Family (Very Low Density Residential) site to 28.3 acres of R-3/Single Family (Very Low Density Residential) and 49 acres of R-4/Single Family (Low Density Residential); 2) a Tentative Subdivision Map (TSM #5092); and 3) a Development Agreement between the developer (Vacaville Land Investors, LLC, which has agreed to assume the purchase obligations from the applicant, Bayless & Hicks) and the City of Woodland for the development of the project site.

General Plan Amendment

The General Plan Amendment includes:

2. Re-designation of the 4.5 acre, R-25/Multifamily (High Density Residential) site and the remaining 64.4 acre, R-3/Single Family (Very Low Density Residential) site to 28.3 acres of R-3/Single Family (Very Low Density Residential) and 49 acres of R-4/Single Family (Low Density Residential).

Specific Plan Amendment

The Specific Plan Amendment includes:

2. Rezone of the 4.5 acre, R-25/Multifamily (25 du/acre) site and the remaining 64.4 acre, R-3/Single Family (3 du/acre) site to 28.3 acres of R-3/Single Family (3 du/acre) and 49 acres of R-4/Single Family (4 du/acre).

Tentative Subdivision Map

The Tentative Subdivision Map #5092 will provide 250 single family residential lots, as follows:

3. 28.3 acres of R-3, Single Family - 82 single family lots
4. 49 acres of R-4, Single Family - 168 single family lots

The developer will construct all internal local streets and utilities and any project components including open space access paths and privacy walls. Project access will be primarily from Marston Drive.

Development Agreement

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 proposed project includes a Development Agreement to be approved by the City Council between the project developer (Vacaville Land Investors, LLC) and the City of Woodland. (See Attachment 2.)

Public Notification

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

- Legal notice was published in the Woodland Daily Democrat.
- Notices were mailed to all property owners within the Spring Lake Planning Area and within 300 feet of

the project site.

Copies of the factual staff report for the proposed project have been on file at City Hall since October 21, 2016.

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;
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);
9. February 3, 2015, (Resolution No. 6383) 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.
10. May 5, 2015, (Resolution No. 6422) to amend the Spring Lake Specific Plan land use designations to rezone portions of the Spring Lake Central Project Area and to reconfigure the subdivision and development proposal.

11. December 15, 2015, (Resolution No. 6540) to amend the Spring Lake Specific Plan land use designations, to rezone a Neighborhood Commercial site to Park in the Heritage Remainder Area.

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;
- 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;
- 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);
- Addendum #11 (Resolution No. 6381 adopted February 3, 2015) for the purposes of amending the Spring Lake Specific Plan based on a request by Cal West Investors, LLC and Optimistic Partners, LLC to rezone portions of the Cal West project site;
- Addendum #12 (Resolution No. 6420 adopted May 5, 2015) for the purposes of amending the Spring Lake Specific Plan based on a request by Woodland Spring Lake Partnership to rezone portions of the Spring Lake Central project site; and
- Addendum #13 (Resolution No. 6538 adopted October 6, 2015) for the purposes of amending the General Plan, Spring Lake Specific Plan and Development Agreement to rezone approximately 2 acres of the ±114 acre Heritage Remainder Area (TSM #4784) from Neighborhood Commercial (NC) to Park/Open Space, consistent with the adjacent 8 acre Park/Open Space zoning.

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 project revisions would result in a similar number of residential units as contemplated in the original EIR and would result in environmental impacts similar to those identified in the previous EIR. Infrastructure improvements beyond those previously anticipated in the EIR would not be required. In addition, the daily trip generation would not be significantly different than that anticipated in the SLSP, Turn of the Century EIR, as described in the CEQA EIR Addendum (Attachment 3).

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 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 low density land use category and decreases the amount of acreage in the High density land use category by re-designating the 4.5 acre, R-25/Multi-family (High Density Residential) site and the remaining 64.4 acre, R-3/Single Family (Very Low Density Residential) site to 28.3 acres of R-3/Single Family (Very Low Density Residential) and 49 acres of R-4/Single Family (Low Density Residential).

The proposed modification provides for a slight density mix within the Oyang South project area; however, maintains the original intent of providing larger “estate” style residential lots along the southern boundary of the Spring Lake community.

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, such as here.

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 3.2 units per acre. The density numbers for this project are somewhat lower 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. Adding this project's proposed change (including proposed changes to Oyang North), the overall Plan density would be approximately 6.08 units/acre.

Housing Balance

Further, the project itself is comprised of only single family lots, but results in a Plan wide ratio of 75% single family to 25% multi-family (including proposed changes to Oyang North). This is not a substantial deviation from the Plan goal of 71% single-family units and 29% multi-family units.

Use Configuration

Staff supports the relocation of the R-25, higher density multi-family development site from Oyang South to Oyang North, closer to neighborhood amenities including the Bel Air grocery store and other neighborhood serving retail just northeast of the site on Gibson Road. The site is also closer to major Yolo Bus routes/stops along Gibson Road for residents that may not have access to a vehicle.

Spring Lake Plan Consistency

In order to assess project consistency with the SLSP development requirements, staff performed a detailed analysis 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 current project proposal is for 250 single family units resulting in a requirement for 25 low-income, affordable single family units. In lieu of constructing the affordable housing units, the applicant shall pay an affordable housing in-lieu fee to meet the ten percent (10%) single family for sale affordability requirement. The fee shall be in the amount of Fifty-seven Thousand Eight Hundred Dollars (\$57,800) per required single-family affordable unit totaling One Million Four Hundred Forty-five Thousand Dollars (\$1,445,000) for the project.

Credits to the total affordable housing in lieu fee for the Project may be assigned from the Oyang North Project pursuant to the Development Agreement for the Oyang North Project. This credit amount is estimated at Two Hundred Six Thousand, Four Hundred Dollars (\$206,400). Actual credit amount will be determined by the City at the time of recordation of first final map for the Project.

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.

Staff met with Alyssa Meyer of Legal Services of Northern California to review the affordable housing proposal for the project. She found the proposal to be acceptable as it would provide substantial in-lieu fees as well as a much needed land dedication site that is of suitable size, location, and condition to position it to compete well for tax credit financing.

Spring Lake Financing (SLIF)

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 total amount of SLIF revenue collected after the proposed Oyang North and Oyang South rezones is generally consistent with anticipated pre-zoning revenue and no additional fee "make-up" is required. However, if the total number of single family residential units drops below 250, a supplemental SLIF fee for Oyang South shall be due and payable prior to final map approval.

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.

The subject property is comprised of one (1) parcel totaling 77.3 gross acres. The proposed 250, R-3 and R-4 lots range in size from 7,150 to 15,167 square feet with an average lot size of 8,284 square feet. The R-4 lot depths range from 100 to 158 feet with an average lot depth of 113 feet and the R-3 lot depths range from 107 to 161 feet with an average lot depth of 114 feet.

The R-4 lots have lot widths ranging from 60 to 113 feet with an average lot width of 69 feet. The R-3 lots have lot widths ranging from 70 to 101 feet with an average lot width of 77 feet. This is consistent with the minimum requirements of Spring Lake Design Standards Table 2.4, which requires a 55-foot minimum and 65-foot average for R-4 and a minimum lot width of 70 feet for R-3. Lot widths are measured at a point midway

between the front and rear property lines.

Lot Width - Development Regulation 2.35.5 states that lot widths along a block shall be varied. The tentative map meets this requirement as not more than three lots of the same width are located in a row, and the lot widths vary by at least three feet.

Block length - Development Regulation 2.34 and Table 2.4 list the block length in the R-4 zone as 400 to 600 feet desirable with a maximum of 910 feet and in the R-3 zone as 400 to 600 feet desirable with a maximum of 980 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 exception of the block along Street “G,” just north of Road 25A. However, the block is broken up in the middle by a 25-foot pedestrian path/paseo. Therefore, staff finds that the proposed tentative map is in substantial conformance with the block length requirements.

Back-on Lots - Development Regulation 2.35.2 provides that *Residential lots shall avoid, to the greatest feasible extent, backing on to greenbelts*. None of the homes back on to the open space/greenbelts along the west and east sides of the property.

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. There are nine proposed cul-de-sacs within the subdivision with 27 lots fronting directly on the cul-de-sac; equivalent to eleven percent (11%) of the total number of lots in the subdivision.

Bicycle / Pedestrian Access - Development Regulation 2.24 requires access connections for bicycles and pedestrians to open space, parks, and subdivision trails. The map provides eleven (11) pedestrian/bike paseos connecting the interior of the subdivision to Marston Drive, Road 25A and to the future greenbelt extension of Harry Lorenzo Avenue along the western property edge.

Entry Sign - Per the Spring Lake Design Standards 1.6.2, the applicant shall establish a level two entry feature at the intersection of 25A and Parkland. In addition, neighborhood entry signs shall be provided on the south side of Marston Avenue at the intersection of Parkland, and/or on the east and west sides of Parkland Avenue at the intersection of Parkland and Street “A.”

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. The land plan for the project has been designed to maximize energy efficiency to the extent possible. All buildings shall be designed to meet, and are recommended to exceed, energy efficiency requirements provided in the Spring Lake Specific Plan, including solar requirements. In addition, the project shall be designed to address strategies identified in the City of Woodland’s Climate Action Plan (CAP).

Each home shall be photovoltaic ready and shall: 1) be pre-wired; 2) have adequate roof strength to support solar panels; 3) have roofs with minimal penetrations in order to accommodate solar panels; 4) have a 200 amp main electrical panel; and 5) provide space adjacent to the main panel for solar disconnect and associated equipment (inverter). If not provided as a standard feature, photovoltaic systems shall be offered by the builder as an upgrade offered at the time of initial purchase.

Each home shall have a dedicated 240-volt, 40-amp circuit for electric vehicle charging station in every garage

or as required by the most current California Green Building Standards. Garages shall have adequate ventilation as required for vehicle charging stations. Compliance with this condition shall be clearly indicated on the building permit plans for each single-family home.

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. 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.

Privacy Wall. The required privacy walls along east and west sides of Parkland Avenue, the south side of Marston Avenue and along the east side of Harry Lorenzo Avenue, shall be designed and constructed to be consistent with existing adjacent fencing to the north (masonry with "cementitious wood material"). The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of the first building permit. Landscaping and construction of the public improvements shall occur concurrently with adjacent development. Public improvements shall include the construction of the entire length of the privacy wall from CR 25A to Marston Avenue.

Sound Wall. A masonry soundwall shall be constructed along County Road 25A from the eastern boundary of Open Space "Lot L" the property to Harry Lorenzo Avenue to the west. The wall shall match the soundwall constructed along CR25A east of the project site. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of the first building permit. The masonry wall shall wrap around and extend the length of the sideyards of the westerly and easterly most lots to the satisfaction of the Community Development Department. Landscaping and construction of the public improvements shall occur concurrently with adjacent development.

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. Future site development shall be consistent with this standard and specific floor plans and site design shall be reviewed for consistency.

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 collector street, Harry Lorenzo Avenue. Local streets include Farm Road and various yet-to-be named local streets.

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.

Appeal

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

Recommendation

Staff recommends that the Planning Commission recommend to the City Council 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. PC16-____ (Attachment 1), recommending that the City Council: 1) approve the CEQA EIR Addendum to the previously certified Turn of the Century EIR as the appropriate level of

environmental review in accordance with the California Environmental Quality Act; 2) amend the City General Plan land use designations in accordance with the proposed Oyang South General Plan Amendment (Exhibit A); 3) amend the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed Oyang South Specific Plan Amendment (Exhibit B); 4) approve Tentative Subdivision Map #5092; and approve an Ordinance approving the Development Agreement between the City of Woodland and Vacaville Land Investors, LLC, to use and develop the Oyang South project area located within the Spring Lake Specific Plan Area.

ATTACHMENTS:

1. Planning Commission Resolution
 - a. General Plan Amendment
 - b. Specific Plan Amendment
 - c. Tentative Subdivision Map
 - d. Conditions of Approval
2. Draft Development Agreement
3. CEQA EIR Addendum
4. Project Application and Justification Statement
5. Tentative Subdivision Map Plan Set

RESOLUTION NO. PC 16-

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
WOODLAND RECOMMENDING TO THE CITY COUNCIL TO
APPROVE 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. 5092 FOR THE OYANG SOUTH PROJECT IN
ACCORDANCE WITH THE CONDITIONS OF APPROVAL, AND
APPROVAL OF AN ORDINANCE APPROVING A DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF WOODLAND AND
VACAVILLE LAND INVESTORS, INC. FOR THE OYANG SOUTH
PROJECT IN SPRING LAKE**

WHEREAS, the applicant, Bayless and Hicks, filed Planning Application # PLNG 15-00047, proposing amendments to the General Plan and Spring Lake Specific Plan, a Development Agreement, and a Tentative Subdivision Map (TSM No. 5092) to develop 77.3 acres of the Oyang South Project Area within Spring Lake; and

WHEREAS, the applicant prepared a tentative subdivision map, as attached to this Resolution as **Exhibit “C”**; and

WHEREAS, the applicant has entered into an assumption and assignment agreement with Vacaville Land Investors, Inc. providing that Vacaville Land Investors, Inc. will purchase the property from the current owner, which is Himalaya Development, Inc.; and

WHEREAS, the Woodland Planning Commission held a duly noticed public hearing on October 27, 2016, to review and consider recommending to the City Council approval of the proposed Oyang South Project in Spring Lake (“Project”) including the Addendum to the Turn of the Century EIR, General Plan and Specific Plan Amendments, Tentative Subdivision Map No. 5092, and 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 Planning Commission considered the proposed EIR Addendum to the Turn of the Century EIR for the purposes of amending the plan based on a request by Bayless and Hicks to modify land use designations within the Spring Lake Specific Plan, as described in more detail in **Attachment 3**. 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 as contemplated in the Spring Lake Specific Plan, will result in environmental

impacts that would be similar to those identified in the previous EIR and Addenda prepared for the Spring Lake project area. 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

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 and reviewed by staff, and the following conclusions have been 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 Oyang South Project as described in more detail in **Exhibit "A"**; 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 Oyang South Project as described in more detail in **Exhibit "B"**; and

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

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

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

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

The Planning Commission, in recommending to the City Council approval makes the following findings regarding:

1. General Plan Consistency Findings:

- 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 relocation of the multi-family housing portion of the Project site to the Oyang North Project site takes better advantage of the northern site's proximity to Gibson Road and Highway 113 with better access to transit routes;
- 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 Findings:

- 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 is comprised of only single family lots, but results in a Plan wide ratio of 75% single family to 25% multi-family. This is not a substantial deviation from 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 Findings concerning Tentative Subdivision Map No. 5092:

- 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. 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 unavoidably 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 that the City Council: 1) approve the CEQA EIR Addendum to the previously certified Turn of the Century EIR as the appropriate level of environmental review in accordance with the California Environmental Quality Act; 2) amend the City General Plan land use designations in accordance with the proposed Oyang South General Plan Amendment (Exhibit A); 3) amend the Spring Lake Specific Plan land use designations (rezone) in accordance with the proposed Oyang South Specific Plan Amendment (Exhibit B); 4) approve Tentative Subdivision Map #5092; and approve and Ordinance approving the Development Agreement between the City of Woodland and Vacaville Land Investors, LLC, to use and develop the Oyang South project area located within the Spring Lake Specific Plan Area.

PASSED AND ADOPTED by the Planning Commission of the City of Woodland at a regular meeting on the 27th day of October, 2016, 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" - General Plan Land Use Amendment Diagram

Exhibit "B" – Spring Lake Specific Plan Amendment Diagram

Exhibit "C" – Tentative Subdivision Map No. 5091

Exhibit "D" – Conditions of Approval

EXHIBIT A

(GENERAL PLAN LAND USE AMENDMENT DIAGRAM)

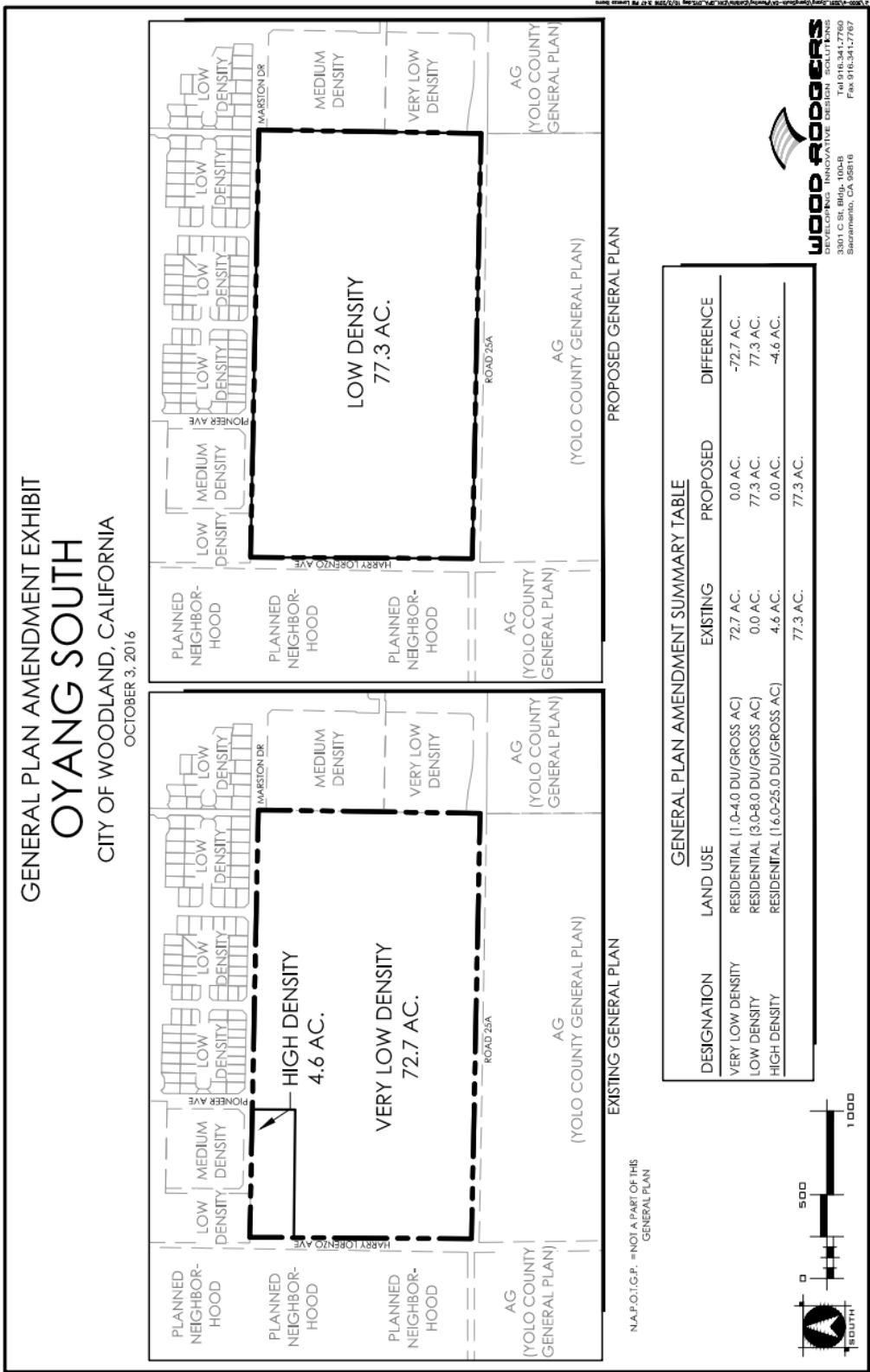


EXHIBIT B

(SPRING LAKE SPECIFIC PLAN LAND USE AMENDMENT DIAGRAM)

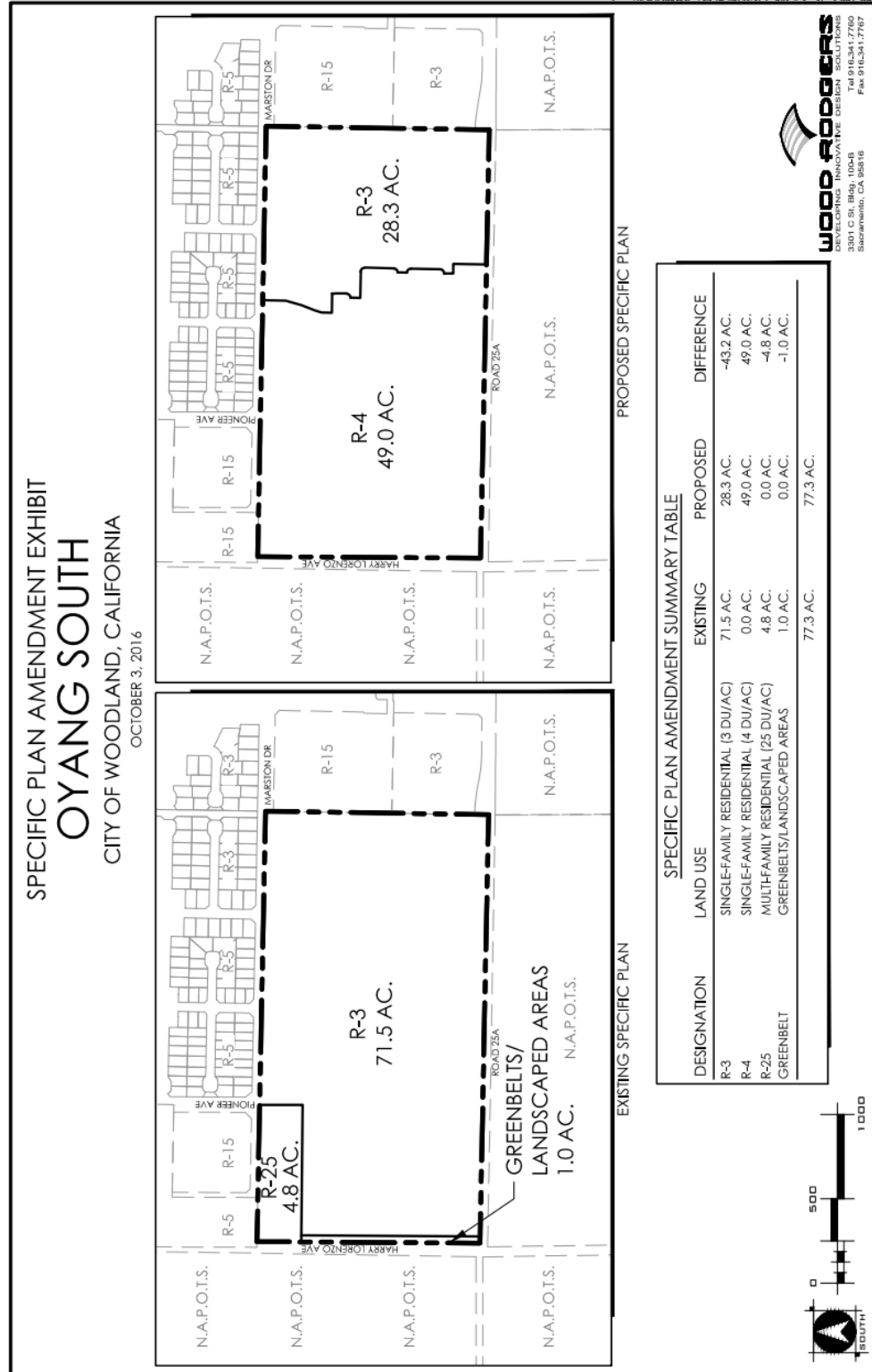


EXHIBIT C
(TENTATIVE SUBDIVISION MAP No. 5091)



EXHIBIT D

CONDITIONS OF APPROVAL FOR THE OYANG SOUTH GENERAL PLAN AMENDMENT, SPECIFIC PLAN AMENDMENT, TENTATIVE SUBDIVISION MAP #5092 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 _____, 2016 City Council staff report, as approved by City Council, for the Oyang South project as proposed by the applicant Bayless and Hicks, except as modified by these conditions of approval.
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. **Informing Subcontractors.** 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 Impact 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. CC & Rs. Prior to approval of the first final map submit, three (3) copies of the CC&Rs to the Community Development Department for review and approval prior to recordation of the CC&Rs, to include:
 - Recreational vehicle parking in the front yard longer than 24 hours is prohibited.
 - Garage conversion to residential use is prohibited except the temporary use as a model home sales office. When the sales office is vacated, it must be converted back to a garage.
 - Garages shall not be converted for storage use only. Garages shall be kept clear for residential vehicle parking.
 - The color of residential structures shall not be restricted. This provision shall be enforced through mechanisms established in the CC&Rs.
7. 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.

8. Coordination of Plans. The applicant shall be responsible for coordinating all plans to ensure consistency throughout site plan, landscaping plans, and improvement plans, prior to submittal for review.
9. Affordable Housing. The project is subject to the Spring Lake Affordable Housing Plan and Ordinance 6A, the City's Inclusionary Housing Ordinances. Where there is a conflict, the Spring Lake Affordable Housing Plan shall prevail. The Plan requires 10 percent (10%) of single-family units to be affordable to Low-Income households. 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 except as otherwise set forth in the project Development Agreement.

10. Offsite Affordable Fee. 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.
11. 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).
12. 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).
13. Nexus Study. The applicant must comply with the requirements of the Spring Lake Specific Plan Nexus Study.
14. 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.
15. Building Unit Allocations (BUA)s. With the exception of affordable 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. 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.
16. 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 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

17. 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.

18. 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.
19. 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

20. 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.)
21. Setbacks and Lot Standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 (as amended) of the Spring Lake Specific Plan.
22. 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. Creativity and innovation will be encouraged.
23. Energy Efficiency and Climate Action Plan. The land plan for the project has been designed to maximize energy efficiency to the extent possible. All buildings shall be designed to meet, and are recommended to exceed, energy efficiency requirements provided in the Spring Lake Specific Plan, including solar requirements. In addition, the project shall be designed to address strategies identified in the City of Woodland's Climate Action Plan (CAP) as amended.

24. Photovoltaic Panels. In addition, each home shall be photovoltaic ready and shall: 1) be pre-wired; 2) have adequate roof strength to support solar panels; 3) roofs to have minimal penetrations in order to accommodate solar panels; 4) a 200 amp main electrical panel; and 5) space provided adjacent to main panel for solar disconnect and associated equipment (inverter). If not provided as a standard feature, photovoltaic systems shall be offered by the builder as an upgrade offered at the time of initial purchase.
25. Electric Vehicle Charging Infrastructure. Each home shall have a dedicated 240-volt, 40-amp circuit for electric vehicle charging station in every garage or as required by the most current California Green Building Standards. Garages shall have adequate ventilation as required for vehicle charging stations. Compliance with this condition shall be clearly indicated on the building permit plans for each single-family home.
26. Trash and Recycling Container Storage. All future development shall meet the requirements for trash and recycling container storage as provided in Design Standard 2.8. Information shall be provided on plans prior to issuance of building permits.
27. 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 City and 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.
 - Any additional information and specifications as required by the State's Water Efficient Landscape Ordinance for residential landscapes.
28. Compliance with City and State Water Conservation Ordinance. The project shall comply with City and 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.
29. Street Tree Master 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

SL Design Standards and shall be reviewed and approved by the Community Development Department and the City's Community Services Department – Urban Forestry division. A soils test shall be submitted that will assist in appropriate species selection.

30. 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).
31. 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).
32. 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.
33. Street and Lot Lighting. Lights along local roads and in public use areas shall be consistent with SL Development Regulation 2.22.2. The project shall install LED streetlights to meet City Standards in effect at the time improvement plans are completed. If no such standard exists at the time of the plan approval, project shall be permitted to install high pressure sodium (HPS) lights per City Standards.
34. Interconnecting Walk and Pathway. Interconnecting pedestrian corridors shall be a minimum of 25 feet wide with 8-foot-wide bike/pedestrian sidewalk. Unpaved area shall be landscaped consistent with Section 6.9 of the SL Design Standards.
35. Review and Design of Open Space Lot L. Landscape plans shall be submitted for drainage and/or open space Lot “L,” including a 10-foot-wide bike/pedestrian path that connects to the Urban Forest path on Road 25A to Marston. The greenbelt path shall include lighting, shade trees, and landscaping per Section F to the satisfaction of the Community Development Director.
36. 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.

37. Fencing Plan. Prior to issuance of building permits submit a fencing plan for review and approval which identifies the material, location and design of all fencing on the project, including perimeter, good neighbor, greenbelt, interconnecting walkways and paths and accent fencing.
38. Privacy Wall. The required privacy wall along east and west sides of Parkland Avenue shall be designed and constructed to be consistent with the privacy wall on Parkland Avenue north of Marston. The required privacy wall along the south side of Marston Avenue and along the east side of Harry Lorenzo Avenue shall be designed and constructed to be consistent with existing adjacent fencing along the south side of Marston to the east installed by Meritage Homes. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of the first building permit. Landscaping and construction of the public improvements shall occur concurrently with adjacent development.
39. County Road 25A Masonry Soundwall. A masonry soundwall shall be constructed along future County Road 25A from the western boundary of Open Space “Lot M” to Harry Lorenzo Avenue to the west. The wall shall match the soundwall constructed along CR25A east of the project site. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of the first building permit. The masonry wall shall wrap around and extend the length of the sideyards of the westerly and easterly most lots, and the side yards of lots adjacent to the lettered paseo lots accessing the future County Road 25A to the satisfaction of the Community Development Department. Soundwall, landscaping and construction of the public improvements shall occur concurrently with adjacent development.
40. Public Art. Public art shall be provided either in the form of an in-lieu fee with a minimum valuation of \$15,000. A single lump sum payment shall be provided prior to approval of the first final map.
41. Entry Signs. Per the Spring Lake Specific Plan and the Spring Lake Design Standards, the applicant shall establish a level two entry feature at the intersection of 25A and Parkland. In addition, neighborhood entry signs shall be provided on the south side of Marston Avenue at the intersection of Parkland, and/or on the east and west sides of Parkland Avenue at the intersection of Parkland and Street “A”, consistent with SL Design Standard 1.6.2.

A design specification for these signs shall be prepared for review and approval by the Community Development and City Engineer prior to acceptance of the final map.

42. 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, to the satisfaction of the Community Development Director. These improvements shall be identified in the Traffic Calming Plan required prior to approval of final map and improvement plans.

43. Single Story and Model Homes. Developer shall offer at least one single story home plan within each subarea of the subdivision. Any Model Home complex shall include at least one single story home.

SLSP Mitigation Measures

44. 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.
45. 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
46. 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.
47. 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 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.
48. 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.
49. Geotechnical. The design and construction of improvements shall be in accordance with recommendations contained in the Conclusions and Recommendations Section of the Preliminary Geotechnical Engineering Report (Mid Pacific Engineering, Inc., dated December 3, 2014).
50. 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).

51. 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.
52. 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)
53. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)
54. 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.
55. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22 (MM 4.10-1)
56. CEQA Filing Fees. Within five working days after project approval, the applicant shall pay a mandatory Notice of Determination filing fee of \$50 (or latest fee in effect at time of payment) for County Clerk processing, made payable to Yolo County Clerk and submitted to the Woodland Community Development Department. If the required filing fee is not paid for a project, the project will not be operative, vested, or final and any local permits issued for the project will be invalid (Section 711.4)(3) of the Fish and Game Code.)
NOTE: If the fee is not paid within five days after approval of the project, it will extend time frames for CEQA legal challenges.

ENGINEERING DEVELOPMENT SERVICES

Roadways

Harry Lorenzo Avenue

57. Abandon overhead Utilities along HLA, if no longer necessary to provide service. This improvement is reimbursable from the MPRA.
58. Project shall place hydroseed in a manner approved by the City between the pavement of Harry Lorenzo Avenue and the residential fences.
59. Project shall intercept drainage across HLA that crosses existing HLA in a method to be approved by the City. No conveyance measures are allowed to be under or within 5' of the house foundations. This improvement is reimbursable.

60. Harry Lorenzo Avenue to be closed with City approved Bollards on the north side of 25A and on the south side of Marston upon the completion of construction and opening of Parkland from Marston to Road 25A, and Road 25A from Parkland to HLA, providing the closure is not before January 18, 2018, otherwise it will be deferred to the next phase.

Road 25A

61. OWNER shall construct cross section of Road 25A and Urban Forest per detail B with a Spring Lake standard masonry wall on the north edge of ROW from intersection of Harry Lorenzo Avenue and Road 25A to the Parkland Avenue intersection with Harry Lorenzo Avenue (inclusive with roundabout). Street Lights may be LED “cobra head lights. This improvement is SLIF reimbursable.
62. OWNER shall construct Urban Forest, with bike path, path lights, masonry wall, and appurtenances and grade future road area to drain between Parkland Avenue and the eastern boundary of the Oyang South Property. This improvement is SLIF reimbursable. Path lights shall be bollard lights type Cyclone CBM 1105C BB3 Bollard 24W Type III LED unless otherwise approved by City.
63. If not previously constructed by others, OWNER shall, with the construction of the adjacent portion of the Urban Forest and Bike Trail for Village 3, build the Bike Trail portion and associated path lights and the Urban Forest improvements along the north side of future County Road 25A from the eastern boundary of the project to Meikle Avenue, to the satisfaction of the Community Development Department. This offsite Bike Trail improvement will be SLIF reimbursable upon being included in the CIP and adopted by City Council.
64. OWNER shall prepare geometric road layout for Road 25A between Parkland and Promenade Avenue to allow for proper location of the drainage ditch and maintenance roads.
65. The portion of the urban forest and bike path between Meikle and Promenade and the roundabout at Parkland and Road 25A will be SLIF reimbursable upon being included in the CIP and adopted by City Council.
66. City reserves the right to realign the ditch into the Road 25A right of way and potentially merge the maintenance access road and bicycle pedestrian path. Prior each plan submittal before ditch or road is constructed; OWNER shall have a pre-design meeting to determine location of the improvements.
67. Drainage channel (including maintenance access roads on each side of the ditch) to be constructed south of future Road 25A from HLA to the east boundary of Oyang South shall be designed to accommodate the roundabout that is planned to be constructed at Parkland and Road 25A.

Marston Drive

68. Project shall construct and complete the bike path and greenbelt along the south side of Marston and north edge of the project with adjacent development. Fence material shall be compatible with adjacent project. Except for the fence This improvement is SLIF reimbursable.
69. Owner shall construct AC powered flashing beacon(s) with pedestrian crossing signs for existing pavement accented crosswalk connecting greenbelts across Marston Drive. This improvement is SLIF reimbursable upon being included in the CIP and adopted by City Council.

Banks Drive (A Street)

70. Install 10 foot median islands at the intersection with Parkland Avenue; reduce side landscape areas to fit.
71. Banks Drive alignment may be adjusted at the time of final map by the City, lots shall be adjusted accordingly.

B Street

72. Street B to be posted no parking.

M Street

73. Section F shall not have a fence and shall have a consistent flat clear five feet to hinge point. (If there is a ditch in the greenbelt)

Cul de Sacs A, C, E, F

74. Side yard fences along the westerly boundary shall be extended across the end of A, C, E & F Courts to the satisfaction of the City Engineer. Any disturbed areas located west of the fence shall be hydroseeded upon completion of construction in coordination with item 58 above. Future pedestrian access parcels located east of the fence line shall be landscaped and a walkway extended from the courts to the face of the fence. Bollards are to be installed at the back of the sidewalk. Notice shall be placed within the CC&Rs to alert homeowners that the fencing across the ends of Courts A, C, E & F is temporary, and the intention is to remove the fence in the future and connect the pedestrian access parcels at the end of Courts A, C, E, & F to a future greenbelt or pathway system within the Harry Lorenzo Avenue right of way.

Traffic Calming

75. Traffic calming is required for this project. This may include chicanes, traffic circles, medians, speed tables, humps, speed feedback signs, lighted crossings or other measures

to be approved by the City. Prior to the first final map applicant shall submit a proposed traffic calming plan for the entire length of Banks Drive, the entire subdivision and off site components on Sanders Street (offsite) and Simpson Street (offsite). For logical consistency some of the measures within later phases may be required to be constructed in earlier phases, at the discretion of the City.

Construction Access

76. Primary construction access for the project shall be from Road 25A, however, prior to construction of each phase the contractor shall propose construction ingress and egress plan for the project. At the end of each phase OWNER shall micro seal all construction accesses and repair pavement failures. If constructed in phases, the OWNER may defer the microsurface until a later phase, with City Approval.

Existing Roadways

77. All new roads that extend or “finish” existing partial roads must T-cut the asphalt a minimum of 1’.
78. If services for water and sewer or other utilities are cut and trenched into an existing street, the plans shall include a grind and over lay of that street.

Map Layout and Circulation

79. All intersections shall have a minimum 90-degree intersection with 130’ tangent lengths in all directions from the center point of the intersection; unless alternate design is approved by the City Engineer.
80. Renumber the lots on the map to be consistent with phasing.

Easements and Right of Way

81. Prior to approval of first final map, applicant shall acquire and dedicate right of way from adjacent parcels as needed for the completion of Road 25A, the urban forest, and other improvements as required in these conditions prior to approval of the first final map. Applicant shall also acquire fee title or easements to the satisfaction of the City Engineer for the storm drain facilities, and required maintenance roads south of Road 25A prior to approval of first final map.
82. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
83. A seven-foot public utility easement back of separated sidewalk (ten feet behind monolithic), adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City. Exception will be made on Arterial roads with green belts of 20’ or greater.

84. Per the project level Development Agreement, 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.
85. The final map shall identify relinquishment of access rights along CR 25A, Marston Drive, and Parkland Avenue pursuant to the Tentative Map.

Wastewater and Sewer Collection System

86. The OWNER shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
87. Each 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 standards.
88. 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.
89. Construction of deep sewer mains over 15' deep shall be connected to laterals by a parallel main and connections at manholes.
90. Applicant shall obtain a discharge permit from the State Board of Reclamation prior to ground dewatering.

Storm Water

91. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans. The proposed utility plan is considered conceptual only; final plans shall be subject to the approval of the City Engineer and shall be based on City standards and final storm drain, water and sewer studies.
92. Drainage improvement plan shall include measures for control of storm drainage of adjacent parcels, undeveloped remainder parcels, and treatment of any onsite runoff prior to entering the City system
93. Drainage improvements shall include ditch conveyance to the East, modification of the regional park pond for detention and treatment and then conveyance to the east and north; in accordance with the draft Storm Drain Master Plan.
94. OWNER has proposed treatment of storm water and hydromodification by a Detention Pond in line with the conveyance system (25A ditch). Upon provision of documentation that this is feasible and approval by the City the OWNER may forgo the construction of the Regional Park Pond. Detention Pond must be designed to be expandable to

accommodate upstream properties. OWNER shall acquire ROW necessary for the 25A ditch and Detention Pond pursuant to the Development Agreement. Costs for the land acquisition and construction for the 25A ditch and the portion of the permanent Detention Pond necessary for storm water quality treatment is SLIF reimbursable (temporary structures that must be removed to expand the pond are not SLIF eligible). Costs for land acquisition and construction necessary for the hydromodification is not. Applicable costs to be included in the SLIF reimbursement agreement prior to final map. If the pond is built by others, OWNER shall not receive SLIF credit.

95. OWNER shall construct storm water conveyance system in a ditch along the entire project frontage along the alignment of Road 25A. The ditch shall be sized for the ultimate flow including land from the MPRA. OWNER shall acquire ROW as necessary to complete this improvement prior to first final map and approval of plans. This improvement is SLIF creditable.
96. Prior to final grading plans and setting pad heights OWNER's engineer shall provide overland release calculations to be carried to the outlet control point at CR 102 and include water surface elevations from the control point to the developed site.

Storm Water Quality Control

97. 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.
98. Project shall comply with Storm Water Quality Ordinance, for site specific, general, and treatment control measures.
99. The OWNER shall create a storm water phasing plan to be approved by City engineer prior to a grading permit or final map, unless otherwise determined unnecessary by the City Engineer.
100. Post Construction Storm Water Quality methods shall be incorporated into the project in the civil improvement phase or building permit phase. Methods for post Construction Storm Water Quality control shall be submitted for approval prior to the first submittal of improvement plans, map, or grading permit application and in conformance with the City's Post Construction Standards Plan Manual.
101. All Buildings/homes shall have disconnected roof drains and concrete splash blocks for down spouts.
102. Hydromodification: Unless waived by the State, OWNER shall demonstrate that post construction storm run off for the 2 year 24 hour storm is not greater than the pre-construction storm run off for the 2 year 24 hour storm at time of plan submittal.

Water Infrastructure Conditions

103. All materials and installation of the water system shall be at the developer's expense per City of Woodland Standard Specifications and Details.
104. 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.
105. 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.
106. 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.
107. 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.
108. When median strip is to be installed in the center of a street, the fire hydrant will be spaced not more than 300 feet on both sides of the divider on the curb side of the street. Final approval and approval of any changes is the responsibility of the City Engineer.
109. Water mains shall be looped between cul de sacs, per review and approval of the City Engineer. Mains shall be placed under the bike path or other location to minimize the impact of tree planting. The public improvement plans shall include separate metered water services for all publicly maintained landscaped areas. OWNER shall pay surface water impact and meter AMR installation fees at time of construction permitting.
110. OWNER shall abandon all on site private wells with the demolition of existing structures served by the wells and prior to any final maps in the project.

Recycled Water

111. With each adjacent Final Map, Project shall install 6" purple pipe recycled water main in the landscaped area south of Marston Road from Harry Lorenzo Ave to the Project east boundary. 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. The location of the main shall be coordinated with the walkway, and other utilities to maximize the area for tree planting. The recycled water main will be SLIF reimbursable.

112. Landscape for Parkland Ave, Marston Ave, Harry Lorenzo, Road 25A and lots L and M shall be designed to allow easy transition of landscape irrigation from potable water to recycled water. 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. Designer shall provide technical memorandum to demonstrate that transition may be completed with a minimum of effort and that adequate pressure and flow will be available to irrigate the landscaped area after transition is complete.

Grading

113. 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.
114. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
115. 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.
116. Landscaped slopes along streets shall not exceed 3:1; 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.
117. For Soil on site OWNER shall test soil at eight separate locations and submit recommendations for amendment to the City for approval prior to the approval of landscape plans. Applicant shall amend soil in accordance with recommendation in planted areas.

Fees

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

map submittal.

119. 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.
120. All building shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance.

Landscaping

121. 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.
122. A registered landscape architect shall design landscape, sound wall, and privacy wall improvements. Improvements shall be per the SLSP and other City Standards, as applicable.
123. 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.
124. Prior to landscape submittal applicant shall submit concepts for approval for the sound walls, privacy walls, monuments, and other entry way features.
125. Applicant shall submit for approval by the City a cross section for all subdivision trails prior to first final map.
126. The improvements plans shall include meandering of the concrete path along Road 25A as necessary to allow for trees to be planted on the north and south sides of the Bike Trail.

Improvements to control weeds and provide future irrigation connections to the future greenbelt along Harry Lorenzo Avenue on the west side of the property shall be included with adjacent final map. Methods and materials to be specified and included in Subdivision Landscape Plans.

Phasing

127. Prior to first final map, OWNER shall submit a phasing plan for mapping the lots with a building plan for major infrastructure, including Road 25A, off site drainage channel and pond, Harry Lorenzo, north/south greenbelt, Marston bike path, and other required or necessary civil improvements. The phasing plan shall equitably distribute infrastructure

burden 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 first final map (either large lot map for sale, or small lot final map). Further phasing requirements are required in the conditions below; or in above conditions related to transportation and wet utilities. The current approved phasing plan is included in Attachment "____" Phasing Plan Matrix. The City Engineer shall have the ability to include "unforeseen" portions of improvements in a given phase for public safety reasons or the need for orderly development. If changes are desired to the phasing plan, a new plan may be submitted as long as it meets the following requirements:

- A. Each phased area shall have two points of access.
- B. Each phased area shall have looped water.
- C. Each phased area shall accommodate a storm drain plan for both run off and Water Quality Treatment (and temporary improvements as necessary).
- D. Phase 1B shall construct 25A from Parkland (including Round about) to Harry Lorenzo Avenue, Phase 2B. The Urban Forest wall and bike path along Road 25A shall be constructed with the applicable adjacent phase respectively (1B, 2B, 3B).
- E. Construction of the first Phase shall hydraulically connect the Regional Park Pond (unless determined unnecessary per conditions above) and grade it for treatment, inlet and outlet structures shall be designed to meet City drainage standards. Prior to start of design, applicant shall have a predesign meeting with the City's Utility and Development Engineers. On site drainage features (extension of ditch or pipe) along 25A, may be deferred until either 1B, or phase 2A, provided a comprehensive drainage phasing plan is provided to the City and approved by the City.

General Conditions

- 128. 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.
- 129. OWNER shall document and show evidence that all tentative map conditions are met with submittal of final map.
- 130. 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.
- 131. Prepare improvement plans for any work within the public right-of-way and submit them to the Public Works department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications.

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

132. Submit proposed Street names to Fire Department for approval with a copy to Engineering Division prior to improvement plan or final map submittal.
133. The OWNER shall conform to County Health regulations and requirements for the abandonment of any onsite septic tanks and water wells. Prior to the approval of any construction permits, grading permits or the improvement plan the existing well shall be abandoned, and prior to abandonment of the well the developer shall provide to the City permission from all recipients that receive water to abandon the well.
134. Conform to any mitigation measures outlined in the Environmental Impact Report (E.I.R.) and traffic study.
135. Public improvements in addition to roadway construction shall include water, sewer and storm drain mains, Fire hydrants, street lights, landscaping, and railroad crossing improvements.
136. Submit an application for reapportionment of assessments with the parcel map or subdivision map.
137. 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.
138. 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.
139. If greater than 600 S.F. second units shall pay single family dwelling unit development fees.
140. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance
141. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact Reyna Pinon, Environmental Resource Analyst, at 661-2063 for more information.
142. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans

143. If conditions for the project require the owner to construct improvements which serve the entire City and are included in the City's Development Impact Fee Program, or other funded program; the applicant may request to enter into a reimbursement agreement drafted by the City. The timing of reimbursements, if any, shall be subject to the City's ability to program the project funding into the adopted Capital Improvement Program. All reimbursement agreements shall be executed prior to final map approval.
144. Prior to approval of a final map Owner shall secure rights-of-way, rights of entry and any permits necessary to construct improvements required by the final map conditions of approval.

FIRE DEPARTMENT

145. Street Naming. Shall be coordinated with the Fire Department and Community Development. Street names shall be continued from adjacent development areas as appropriate.
146. 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.
147. 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.
148. 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

149. The project must meet all criteria and mandates for these adopted City codes or the most current code in effect at the time of submittal of building permit:
- 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

NOTE: If project plans are submitted after January 1, 2017 design shall comply with the 2016 California Codes or codes in effect at the time of building permit.

- 150. 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.
- 151. All plans, computations and specifications to be prepared and designed by an architect or engineer or licensed by the State of California.
- 152. 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.
- 153. A licensed architect or licensed engineer shall be responsible for reviewing and coordinating all submittal documents prepared by others for compatibility with the design of the buildings.
- 154. A soils investigation report shall be provide as specified in section 1803.2 of the 2013 CBC or a review of an existing report by a license soils engineer.
- 155. The project will be required to conform to the current codes that are in effect at the time of plan submittal.
- 156. 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 1802.3.2*, footings or foundations for buildings founded on expansive soils shall be designed in accordance with *CBC 1805.8.1* **and for concrete slab foundations** the design shall be in accordance with *CBC 1805.8.2* 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 1802.3.2 and CBC 1805.8*
- 157. 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>.)

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

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. [_____]

[OYANG SOUTH]

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

VACAVILLE LAND INVESTORS, LLC

DEVELOPMENT AGREEMENT NO. [____]

This Development Agreement (hereinafter “Agreement”) is entered into as of this ____ day of _____, 2016 by and between the City of Woodland, California (“CITY”), and Vacaville Land Investors, LLC, a California limited liability company (“OWNER”), each of whom shall be referred to as a “party” and together as the “parties.”

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 in 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, OWNER and CITY wish to enter into a development agreement pursuant to the Plan, 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 Agreement **is** of major significance because it will enable CITY to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on 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” 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 3.5 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 be in force for a period of 10 years thereafter (the "Initial Term"), unless this term is modified or extended pursuant to the provisions of this Agreement. Developer may elect to extend the Term by up to two successive two (2) year periods (for a maximum Term of 14 years) upon written notice to CITY no later than 90 days prior to the date the Term would otherwise expire. 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, 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.

Automatic Termination as to Residential Lots/Notice of Termination as to Other Parcels. This Agreement shall automatically be terminated, without any further action by any party or need to record any additional document, with respect to any single family residential lot with a parcel designated by the Development Approvals for residential use, upon completion of construction and issuance by CITY of a final occupancy permit for a dwelling unit upon such single family residential lot and the conveyance of such improved residential lot and dwelling unit to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for the single family residential lot and dwelling unit, CITY shall confirm that all improvements that are required to serve the residential lot, as determined by CITY, have (1) been accepted by CITY, or (2) in CITY's discretion, adequate security for certain improvements has been provided, and that the dwelling is ready for occupancy by the homebuyer. Termination of this Agreement for any single family residential lot as provided for in this Section shall not in any way be construed to terminate or

modify any assessment district, fee district, public financing district, special tax district, tax and / or any Mello Roos Community Facilities District lien affecting such lot at the time of termination. Termination of this Agreement as to an individual parcel or lot with a building constructed upon it shall not affect Developer's rights or obligations under any of the Development Approvals applicable to the remainder of the Project at the Property.

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
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Woodland City Attorney
Telephone: (916) 325-4000
Facsimile: (916) 325-4010

If to OWNER:

Himalaya Development, Inc.
1612 42nd Ave, E
Seattle, WA 98112
Attn: Bruce Bailey

Telephone: (206) 403-1727

Vacaville Land Investors
c/o Bayless & Hicks
3500 Douglas Blvd., #210
Roseville, CA 95661
Attn: John Bayless
Telephone: (916) 275-1888

(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 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 parcel map approval within the Specific Plan area. This agreement is for Tentative Subdivision Map #5092, which includes the 49.0-acre R-4 site and the 28.3-acre R-3 site shown in Exhibit B, resulting in 250 single family lots (units).

3.2 Fair share Reimbursement for non-participating parties. [Language to follow prior to City Council.]

3.3 SLIF Fee Deficit. If the total number of single family residential units drops below 250, a supplemental SLIF fee for Oyang South shall be due and payable prior to final map approval. The supplemental fee shall only apply to single family units. Owner agrees not to oppose as part of the City's next Spring Lake CIP and SLIF update the modified density assumption of 96 percent.

3.4 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.

3.5 Reservation of Rights.

3.5.1 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.

3.5.2 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.

3.5.3 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.

3.5.4 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.

3.6 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.

3.7 Timing of Development. The parties acknowledge that OWNER cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of OWNER, such as market orientation and

demand, interest rates, absorption, completion and other similar factors. Since the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Ca1.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that OWNER shall have the right to develop the Property in such order and at such rate and at such times as OWNER deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

3.12 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 submittal of the first final map and improvement plan package to CITY, 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 submittal of the first final map and improvement plan package to CITY, 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 submittal 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 and this Agreement.

4.9 Affordable Housing Fund and In Lieu Fee. CITY and OWNER agree that OWNER shall pay an affordable housing in-lieu fee to meet the ten percent (10%) single family for-sale affordability requirement. This Project requires twenty-five (25) low income single family units to be built. In lieu of constructing the affordable housing units, OWNER agrees to pay Fifty-seven Thousand Eight Hundred Dollars (\$57,800.00) per single family affordable unit, payable at building permit issuance for each market rate single family unit in the amount of Five Thousand Eight Hundred Twenty Dollars (\$5,820.00) per unit, for a total of One Million Four Hundred Forty-five Thousand Dollars (\$1,445,000.00). (The total in-lieu fee is subject to an annual adjustment based on the Construction Cost Index (CCI).

Credits to the total affordable housing in lieu fee for the Project may be assigned from the Oyang North Project pursuant to the Development Agreement for the Oyang North Project. This credit amount is estimated at Two Hundred Six Thousand, Four Hundred Dollars (\$206,400). Actual credit

amount will be determined by the City at the time of recordation of first final map for the Project.

4.10 Offsite Affordable Housing Fee. The Spring Lake Offsite Affordable Housing fee shall be One Thousand One Hundred Dollars (\$1,100.00) 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.

4.11 Funds for Bike and Pedestrian Improvements. OWNER agrees to pay to CITY a total of One Thousand One Hundred Dollars (\$1,100.00) per lot towards improved Spring Lake bicycle and pedestrian connectivity and enhancement project(s) such as the HWY 113 Bike/Pedestrian Overcrossing. Payment shall be made at time of approval of final map for each phase of the Project. Fee is subject to annual city-wide adjustment. Final determination of cost shall be made at time of payment and shall be based on inflationary cost increases (Construction Cost Index (CCI)).

4.12 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.

4.13 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.

4.14 Right of Way. OWNER shall obtain all necessary rights of way for public improvements prior to final map. Should OWNER be unable to acquire rights of way with a good faith effort based on a MAI appraisal, OWNER may request CITY acquire the necessary offsite right of way, OWNER shall fund all CITY costs and shall deposit Two Hundred Thousand Dollars (\$200,000.00) with the first final map that triggers right of way acquisition. Right of Way acquisition costs for off-site SLIF covered improvements are eligible for SLIF reimbursement. CITY will allow a map to proceed with the \$200,000 deposit. OWNER may deposit funds in Fifty Thousand Dollar (\$50,000.00) increments for CITY acquisition; however, a final map will not be approved with less than a \$200,000 deposit.

4.15 Storm Drainage. OWNER understands and acknowledges that, at the time of execution of the Development Agreement and imposition of these conditions, the CITY lacks sufficient storm drain capacity to serve the Project and that City Engineering staff is reviewing multiple options for increasing storm water capacity of the Spring Lake drainage system downstream of the project. Depending on the option selected, the implementation of one or more of the options currently being studied may result in an increase to the Spring Lake Drainage Fee. If such an increase

occurs, Owner agrees to pay its proportional share of the increased Spring Lake Drainage Fee at the time building permits are issued for the Project.

OWNER understands and agrees that it will proceed to build its Project at its own risk and unconditionally releases and discharges CITY and its officers and employees from any and all claims, demands, liabilities, damages, obligations, actions, or causes of action of any kind, known or unknown, past or present, arising out of, relating to, or in connection with the insufficient storm drain capacity ("Claims"). OWNER agrees to refrain from instituting, initiating, maintaining, or participating in any lawsuit, claim, or other proceeding in any jurisdiction or forum relating in any way to the Claims and understands that this release may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any lawsuit, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this release. The release in this section is intended to be complete and final and to cover claims, demands, liabilities, damages, actions, and causes of action that are known, but also claims, demands, liabilities, damages, actions, and causes of action that are unknown or that the OWNER does not suspect to exist in their favor that, if known at the time of signing this Agreement, might have affected their actions, and therefore the parties expressly waive the benefit of the provision of section 1542 of the California Civil Code, which provides:

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.

OWNER hereby waives and relinquishes all rights and benefits that it has or may have had under Section 1542 of the California Civil Code or the law of any other state, country, or jurisdiction to the same or similar effect to the full extent that they may lawfully waive such rights.

Further, OWNER understands that a property owner(s) downstream of OWNER's Project may be adversely affected in the event of a large storm and that development of OWNER's Project may exacerbate downstream overflow. If CITY receives, and is responsible for damages resulting from, a claim or lawsuit from a downstream property owner(s), OWNER agrees to participate in the defense and contribute its proportional share of the damages its Project caused to CITY.

4.16 Transit Capital fee: Prior to final map or Project approval (for non-mapped multi-family) OWNER shall pay a Two Hundred Eight Dollar (\$208.00) per DUE fee.

4.17 Transit Operation fee: Prior to final map or Project approval (for non-mapped multi-family) OWNER shall pay a Thirty-five Dollar (\$35.00) per DUE fee.

4.18 Meter Fees. Prior to any final map OWNER shall pay AMR (Automated Meter Reading) fees for public meters in accordance with the current fee schedule. For reference, the 2015 AMR fee is \$212 per meter. OWNER shall also pay surface water impact fee for each landscape meter.

4.19 Road 25A Between Meikle and Promenade. OWNER understands and agrees that Road 25A between Meikle and Promenade may be added to the set aside list (in the nexus study) and agrees not to contest such road addition. OWNER also understands and agrees, and will not contest, that a traffic signal will be installed at Road 25A and Road 102 and that both Road 25A and the traffic signal will be added to the SLIF offsite project list and funded with SLIF fee set aside.

4.20 Gibson Road/SR 113 Intersection. OWNER will not object to the inclusion of modifications to the Gibson Road/SR 113 ramp to the SLIF set aside (in the nexus study). Modifications proposed include removal of the northbound free right ramp at the Gibson Road/SR 113 ramp and construction of a terminal intersection.

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. 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, as it may be amended from time to time, is 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 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 Estoppel Certificate. Any party to this Agreement and any Lender may, at any time, and from time to time, deliver written notice to a party requesting such party to certify in writing that, to the knowledge of the certifying party, (i) the Agreement is in full force and effect and a binding obligation on the parties, (ii) the Agreement has not been amended or modified, either orally or in writing, and if so amended or modified, identifying the amendments or modifications, and (iii) as of the date of the estoppel certificate, the requesting party (or any party specified by a Lender) is not in breach in the performance of its obligations under the Agreement, or if in breach to describe therein the nature of any such breach and the steps or actions to be taken by the other party reasonably necessary to cure any such alleged breach. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt of such request. Each party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. An estoppel certificate provided by City establishing the status of this Agreement shall be in recordable form and may be recorded at the expense of the recording party.

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

**VACAVILLE LAND INVESTORS, LLC,
a California limited liability company**

By: _____

Its: _____

Dated: _____

CITY

**CITY OF WOODLAND, a California
municipal corporation**

By: _____

Paul Navazio
City Manager

Dated: _____

ATTEST:

By: _____

Ana Gonzalez
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

[SEAL]

EXHIBIT “A”

(Legal Description of the Property)

EXHIBIT “B”

(Map of the Property)

Exhibit B

EXHIBIT “C”

(Development Plan and Conditions of Approval
See the Planning Commission Resolution)

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 February 3, 2016, 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 (Single Family Dwelling)	MFU (Multi-family Unit)
General City	\$854	\$712
Fire	\$1,317	\$986
Library	\$52	\$44
Police	\$1,126	\$939
Wastewater	\$6,179	\$5,151
Water	\$567	\$348
Parks & Recreational Facilities	\$3,902	\$3,251
Roads	\$5,694	\$4,154
Surface Water (a future fee for the development of surface water treatment facilities)	2,950	per project
MPFP Admin Fee (.75%)	\$170	\$117
Storm Drainage Facilities*	\$0	\$0

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 \$42,916 and MF \$28,324 for the fair share of backbone infrastructure to the Spring Lake Specific Plan area;
- Spring Lake Fire Department Operation and Maintenance Funding Fee of \$771.00 for SFD and \$540 for MFU;
- Public transit capital fee of \$208.00/DUE for the construction of transit capital improvements
- Public transit operations fee of \$35 for SFD
- 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 MFU

- 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

CEQA ADDENDUM

TO THE TURN OF THE CENTURY SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT

CERTIFIED AUGUST 15, 2000
(SCH# 1999022069)

FOR THE OYANG SOUTH PROJECT

PREPARED FOR
THE CITY OF WOODLAND



OCTOBER 2016

PREPARED BY



1501 SPORTS DRIVE, SUITE A, SACRAMENTO, CA 95834

1	ADDENDUM TO THE TURN OF THE CENTURY SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT FOR THE OYANG SOUTH PROJECT
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CEQA Requirements

This document has been prepared as an Addendum to the Turn of the Century Specific Plan Environmental Impact Report (TOCSP EIR) (SCH# 1999022069) in accordance with the California Environmental Quality Act (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. Furthermore, a detailed discussion of the criteria set forward in Section 15162 is provided within this document to further substantiate the finding that 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 created in response to Public Resources Code Section 21166, which provides that subsequent or supplemental EIR shall not 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.

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

Background

The City of Woodland is seeking to appropriately document the changes that have been proposed for the Spring Lake Specific Plan (SLSP) and General Plan for the Oyang South Project (proposed project) as the proposed project relates to the TOCSP EIR. The SLSP, which was originally titled the Turn of the Century Specific Plan (TOCSP), combines elements of the General Plan and Zoning Ordinance into a single document tailored to the SLSP area and

establishes specific development policies, land use designations, development regulations, and design standards for development of the SLSP area. The TOCSP EIR included the evaluation of buildout of the SLSP, which would consist of 1,097 acres located primarily south of Gibson Road and east of State Route (SR) 113. Buildout of the SLSP as approved would include approximately 4,037 dwelling units on 665 acres, 11 acres of neighborhood commercial uses, over 280 acres of public and quasi-public land uses, 34 acres of parkland, and over 100 acres of major streets and roads.

The SLSP 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 over a 15-year planning horizon. The SLSP has been amended multiple times to accommodate specific changes in proposed developments. Examples of such amendments include changes to land use designations, reducing the number of school sites required for the SLSP area, and altering the stormwater and drainage plans for the area.

Project Description

The project site is located east of Harry Lorenzo Avenue, south of Marston Road and northeast of County Road 25A. The project site is currently designated as R-3 Single Family Residential and R-25 Multi-Family Residential in the SLSP. The proposed project includes a General Plan Amendment and a Specific Plan Amendment to redesignate 41.5 acres of the site to R-4 Single Family Residential, while retaining 25.7 acres of the site as R-3 Single Family Residential. Included in the proposed project is a tentative map that would subdivide the 77.3-acre site into 250 single-family residential lots.

As shown in Table 1, the SLSP buildout for the project site originally included 64.4 acres for 193 single-family residential units designated R-3, as well as 4.5 acres for 112 multi-family residential units designated R-25. The existing R-3 and R-25 SLSP designations allow a maximum buildout of 305 residential units for the project site, which is 55 units more than the 250 units included in the proposed project.

Table 1					
Oyang South Specific Plan Designation Comparison					
Existing			Proposed		
Designation	Area (Acres)	# of Units	Designation	Area (Acres)	# of Units
R-3	64.4	193	R-3	25.7	82
R-25	4.5	112	R-4	41.5	168
RW	8.4	N/A	RW	10.1	N/A
Total	77.3	305	Total	77.3	250
Source: Oyang South Site Plans City of Woodland. Spring Lake Specific Plan. Adopted December 18, 2001.					

The tentative subdivision map and re-designation would divide the 77.3-acre site into three villages for the subsequent construction of 250 units. Village One would include 83 units with a housing density of 4.10 dwelling units per acre (du/ac), Village Two would include 85 units with

a housing density of 4.15 du/ac, and Village 3 would include 82 units with a density of 3.43 du/ac.

It should be noted that although the proposed project includes re-designation of a portion of the project site, the proposed project would not include new types of land uses, such as commercial or industrial uses, which could result in more severe impacts than the various residential densities anticipated in the SLSP or analyzed in the TOCSP EIR. Therefore, although the project would slightly change the density of housing anticipated for the project site, the type of land uses would still be in keeping with the land uses anticipated by the SLSP.

A concurrent application for the nearby Oyang North Project includes 224 proposed residential units. The Oyang North Project includes a request for a General Plan Amendment and Specific Plan Amendment to modify the SLSP designations of the Oyang North site from R-5 Single-Family Residential and R-15 Multi-Family Residential to R-4 Single-Family Residential, R-8 Single Family Residential, and R-25 Multi-Family Residential. As a result, the R-25 Multi-Family Residential designation that currently exists on the Oyang South Project site would effectively be moved to the Oyang North project site. The requests for redesignation and site subdivision would result in 224 units being constructed at the Oyang North Project site and 250 units being built at the Oyang South Project Site for a total of 474 residential units. In contrast, the SLSP currently anticipates build out of both projects sites to include a combined total of 522 units. Therefore, while both the Oyang North Project and Oyang South Project include requests for re-designations, the requests would essentially balance between the projects, with a change in total residential units from 522 to 474, resulting in a net reduction of 48 units between both project sites. The net reduction in residential units would not be expected to lead to a significant increase in any environmental impacts, and in fact, may slightly reduce some anticipated environmental impacts. Applications for both projects have been submitted and the applications are being processed concurrently.

Since the adoption of the SLSP and approval of the TOCSP EIR multiple amendments and addendums have been approved by the City of Woodland. Some of the changes to the SLSP and the TOCSP EIR made by previous projects in the SLSP area pertained to the drainage infrastructure originally planned for the SLSP area. In particular, the use of a 22-acre detention basin, which was originally included in the SLSP and analyzed by the TOCSP EIR, was eliminated by previous projects. However, the drainage plan for the proposed project includes a drainage ditch and detention basin that are similar to what was originally anticipated for the project area by the SLSP and the TOCSP EIR. Although the proposed project would include drainage infrastructure similar to what was originally anticipated for the project area, the proposed project would include a change to the planned location of the detention basin. Whereas the SLSP sited the detention basin on the southeast corner of SLSP area, adjacent to County Road 102, the proposed project would involve the construction of a detention basin west of the originally planned location; thus, siting the detention basin closer to the southern edge of the project site. The detention basin included in the proposed project would be one to two acres, but could be expanded to an ultimate size of approximately 22-acres (consistent with what was originally anticipated for the area by the SLSP and TOCSP EIR) as development of the SLSP area continues.

The proposed project includes a Tree Plan and Preliminary Tree Removal & Fencing Exhibit, which includes the location, size, species, and condition of all existing trees, while also disclosing that all existing on-site trees would be removed. Because the proposed project would include removal of all nine existing trees, the proposed project includes a request for approval of a Tree Plan in accordance with Chapter 20A of the City of Woodland's Municipal Code.

In addition, the proposed project includes the request for approval of a Development Agreement for the proposed residential development. The agreement would be between the City and the Developer, Vacaville Investors, LLC, which has agreed to assume the purchase obligations from the applicant, Bayless & Hicks.

The proposed project requires consideration for approval of the following discretionary actions by the City:

- General Plan Amendment;
- Spring Lake Specific Plan Amendment;
- Tentative Subdivision Map;
- Approval of a Development Agreement; and
- Tree Plan.

Determination

According to the SLSP, and the TOCSP EIR, implementation of the SLSP 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 SLSP impacts can likely be fully mitigated except in the following areas:

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

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

In review of the proposed project, staff has concluded that the project does not represent a substantive change in the approval of the SLSP as analyzed under the TOCSP EIR. Similarly, all

impacts and standards of significance described in the TOCSP EIR are applicable to the proposed project. Mitigation measures adopted with the TOCSP EIR would likewise apply. None of the significant environmental impact identified above and in the TOCSP EIR are worsened due to the land use changes which would be part of the proposed project.

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, the proposed project includes a request for certification of an Addendum to the TOCSP EIR. The TOCSP EIR evaluated 94 single-family residential units, 123 multi-family units, and a right-of-way on the project site. Although, the project includes re-designation of a portion of the site, the proposed project would not result in any new land uses being developed on the site and would reduce the number of housing units developed on-site from a maximum of 305 to 250 proposed units. Although the concurrent application for the Oyang North Project includes a seven-unit increase from what was analyzed in the TOCSP EIR, the net reduction of 48-units between the Oyang North and Oyang South projects would ensure that the proposed project 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 changes to the SLSP would include redistribution of residential densities within the SLSP area, and relocation of a detention basin. Proposed changes would include redesignation of a portion of the project site, resulting in the elimination of the area designated R-25 from the project site and the re-designation of 41.5 acres as R-4. It should be noted that while the proposed project would not include multi-family housing units, a portion of the Oyang North project site would be redesignated R-25 and would be used for the development of multi-family residential units, thereby preserving the diversity of housing types offered between both the Oyang North and Oyang South projects. Nevertheless, the proposed project would reduce the total number of units developed between both the Oyang North and Oyang South project sites. Because the proposed project would reduce the total number of units and return drainage infrastructure to a similar form as analyzed in the TOCSP EIR, the project would not be expected to increase demand for public services such as sewer service, schools, water supply and parks, from what was approved in the SLSP. However, to ensure that the proposed project does not result in any new or more severe impacts, the proposed project was analyzed for new or potentially more severe impacts related to traffic, hydrology, cultural resources, agricultural resources, noise, air quality, biological resources, and hazards. Such potential impacts are analyzed below.

Comparison of 15162 CEQA Requirements and Project

CEQA Requirement (Section 15162)	Relationship to Request															
	Traffic The TOCSP EIR included an analysis of the potential traffic impacts resulting from the SLSP, and the analysis relied on level of service (LOS) standards to assess the significance of potential impacts. LOS allows for studied intersections to be graded on how efficiently traffic moves through the intersection, primarily during the busiest times of day known as the Peak Hours. Because the TOCSP EIR relied on LOS standards, the proposed project would result in an impact if the project degraded the LOS of nearby intersections in a new or significantly more severe way than anticipated in the TOCSP EIR. To investigate the proposed project’s potential traffic impacts, traffic generation rates were calculated for the land uses approved for the project site in the SLSP, and the land uses currently proposed. The estimated traffic generation for the SLSP as approved and the proposed project are presented in Table 2. <table><tr><th colspan="3">Table 2 Traffic Generation Comparison</th></tr><tr><th></th><th>Average Daily Trips</th><th>Total Peak Hour Trips</th></tr><tr><td>SLSP Approved</td><td>2,582</td><td>464</td></tr><tr><td>Proposed</td><td>2,380</td><td>438</td></tr><tr><td>Difference</td><td>-202</td><td>-26</td></tr></table> <i>Source: Institute of Traffic Engineers. Trip Generation Manual, 9th Edition. September 1, 2012</i> As shown in Table 2, the proposed project would result in 202 fewer average daily trips and 26 fewer peak hour trips. The reduction in trips is a result of the proposed reduction in residential units from what was originally approved for the project site in the SLSP. The reduction in average daily trips and peak hour traffic would ensure that the proposed project’s impact on nearby intersection LOS standards would be less than or equal to impacts anticipated by the TOCSP EIR. As such the proposed project would not be considered a substantial change to the SLSP or the TOCSP EIR, and would not create new or significantly more severe environmental impacts relating to traffic. It should be noted that while the proposed project includes a reduction in residential density and units, a concurrent application for the Oyang North Project includes higher densities and seven additional units than originally anticipated by the SLSP and analyzed in the TOCSP EIR. However, the reduction of 55 units from the proposed project would ensure that the	Table 2 Traffic Generation Comparison				Average Daily Trips	Total Peak Hour Trips	SLSP Approved	2,582	464	Proposed	2,380	438	Difference	-202	-26
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	potential traffic impacts from both projects, when considered together, would be less than or equal to what was analyzed in the TOCSP EIR. Hydrology The proposed project would involve the construction of new storm drain infrastructure throughout the project area. Stormwater would be collected along local streets and would flow into 18-inch storm drain pipes. The 18-inch piping would then connect to 24-inch or 30-inch piping. After being collected into the larger storm drain pipes the stormwater would be directed to a proposed drainage ditch on the south side of Road 25A. The drainage ditch would then connect to the SLSP stormwater facilities, which were previously analyzed in the TOCSP EIR. The proposed project involves development within the SLSP area with similar residential land uses as originally analyzed in the TOCSP EIR. Therefore, the proposed project would include development of impervious surfaces over a similar area as approved in the SLSP, which would result in amounts of runoff equal to what was anticipated by the TOCSP EIR. SLSP drainage and stormwater facilities for the project area originally included a drainage ditch to the south of the project site, as well the use of a 22-acre detention basin to the southeast of the SLSP area. Since the approval of the TOCSP EIR, subsequent projects have modified both the SLSP and the TOCSP EIR. In particular, previous addendums to the TOCSP EIR included analysis of changes to the stormwater and drainage infrastructures in the SLSP area, which were proposed by other projects within the SLSP area. The proposed changes would have eliminated the use of the planned drainage ditch to the south of the project site and the planned 22-acre detention basin, both of which were originally analyzed in the TPCS EIR. Analysis of such changes concluded that the elimination of the planned detention basin and drainage ditch would not result in new or more significant impacts than what was anticipated by the TOCSP EIR. However, the currently proposed project would involve development of drainage features similar to what was originally anticipated for the area. Such features would include a drainage ditch, which would parallel the future alignment of Road 25A on the southern portion of the site, and a detention basin. The original 22-acre detention basin included in the SLSP was

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	located at the southwest corner of the SLSP area. The proposed project includes a similar detention basin; however, the proposed project would shift the location of the detention basin from the SLSP anticipated location adjacent to Road 102, and would instead move the detention basin west, which would be closer to the proposed project site. Additionally, the detention basin included in the proposed project would initially be constructed to an approximate size of one to two acres, but could then be expanded to the maximum acreage anticipated by the TOCSP EIR, 22-acres, as development of the SLSP area proceeds. Because potential impacts from build-out of the SLSP area were analyzed in the TOCSP EIR, and the proposed project would return the stormwater and drainage infrastructure to what was originally anticipated for the area by the SLSP area, the proposed project would not be expected create new or significantly more severe environmental impacts related to hydrology and drainage. Cultural Resources The TOCSP EIR analyzed potential impacts to cultural resources that could result from implementation of the SLSP. Although significant historic and prehistoric cultural resources were not known to exist within the SLSP area, the TOCSP EIR concluded that ground disturbance associated with development could impact previously unknown cultural resources. However, Mitigation Measures 4.10-2 and 4.10-1 from the TOCSP EIR were deemed sufficient to reduce any potential impacts to unknown cultural resources to less than significant levels. The area that would be used for residential development as part of the proposed project was originally anticipated for similar residential development by the TOCSP EIR. Although the proposed project would involve the alteration of residential densities originally proposed in the SLSP, the area of disturbance of the residential development would not change. Thus, because the area currently proposed for residential development as part of the proposed project was originally planned for such development by the SLSP, and analyzed in the TOCSP EIR, the ground disturbance related to the residential portion of the project would not result in any new or significantly more severe environmental impacts to cultural resources than previously anticipated by the TOCSP EIR.

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	While previous projects in the SLSP area eliminated the use of a 22-acre detention basin, which was originally included in the SLSP, the proposed project includes the construction of the first one to two-acres of such a basin. Section 4.10-3 of the TOCSP EIR analyzed the potential impacts on undiscovered archeological and/or historic resources that development of off-site infrastructure could have. The TOCSP EIR included analysis of construction of a 22-acre detention basin, which was anticipated to be located adjacent to the southeast corner of the SLSP area. However, because finalized plans for the detention basin did not exist at the time of analysis, the TOCSP EIR concluded that the detention basin and other off-site infrastructure would have the potential to damage or destroy undiscovered archaeological and/or historical resources. As such, the TOCSP EIR imposed Mitigation Measure 4.10-3, which requires that a Phase I archaeological survey be conducted for all off-site infrastructure projects, and if cultural resources are uncovered during project construction, Mitigation Measure 4.10-1 (a) and (b) would be applicable to the proposed project. The TOCSP EIR concluded that implementation of Mitigation Measure 4.10-3 would reduce potential impacts related to off-site infrastructure to a less than significant level. Although the proposed project would relocate the detention basin originally proposed in the SLSP, the final location of the detention basin has not yet been determined. Nevertheless, Mitigation Measure 4.10-3 would continue to apply to the detention basin because the location and final design of the 22-acre detention basin originally analyzed by the TOCSP EIR were similarly undetermined at the time of the TOCSP EIR's environmental analysis. Consequently, Mitigation Measure 4.10-3 was designed to reduce potential impacts caused by a 22-acre detention basin, even if the basin was relocated or the design was modified. As a result, the proposed relocation of the detention basin and any potential design changes to the basin would not be anticipated to result in any new or more severe impacts than previously anticipated for the detention basin by the TOCSP EIR. Because the area currently proposed for residential development was already anticipated for such development by the TOCSP EIR, and potential impacts related to off-site infrastructure, such as the proposed detention basin, would be subject to Mitigation Measure 4.10-3, the proposed project would not be expected to create new or significantly more severe environmental impacts related to cultural resources.

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	Agricultural Resources The majority of the SLSP area was previously used for agricultural purposes. Because the SLSP involved conversion of agricultural land to non-agricultural uses, the TOCSP EIR analyzed potential impacts that could occur due to the loss of farmland from the development of the SLSP area. The residential portion of the proposed project is located within an area of the SLSP that was analyzed for residential development by the TOCSP EIR, and the project would develop the site for similar residential land uses as anticipated by the TOCSP EIR. Therefore, the conversion of agricultural land to residential land uses that would occur due to build-out of the proposed project was previously analyzed in the TOCSP EIR, and the residential portion of the proposed project would not result in the conversion or loss of farmland not included in the TOCSP EIR's analysis. The TOCSP EIR also included analysis of a proposed 22-acre detention basin and a 40-acre retention basin. The proposed project would relocate the 22-acre detention basin, previously analyzed in the TOCSP EIR, and construct the first one to two acres of the detention basin. The proposed project would involve the relocation of the detention basin onto agricultural land closer to the project site. Because the 22-acre detention basin was originally sited on agricultural land to the southeast of the SLSP area, development of the detention basin at the original location or at a location closer to the project site would result in a similar conversion of agricultural land to non-agricultural uses. Thus, while the proposed project would relocate the detention basin, the proposed detention basin would convert an equal amount of agricultural land to non-agricultural uses as anticipated by the 22-acre detention basin analyzed in the TOCSP EIR. Mitigation Measure 4.2-1, of the TOCSP EIR, requires that an equal amount of contiguous, active agricultural acreage elsewhere in Yolo County be set aside for all Important Farmland converted by offsite infrastructure. In regards to the proposed project, Mitigation Measure 4.2-1 would apply to the proposed detention basin, and would require that an equal acreage of agricultural land in Yolo County be set aside for any area of the proposed detention basin that would be sited on Important Farmland.

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	Given the above discussion, the residential portion of the proposed project would be wholly within the area of the SLSP originally anticipated for development and analyzed by the TOCSP EIR for potential impacts related to the conversion of agricultural land to non-agricultural uses. Additionally, the SLSP originally included a 22-acre detention basin sited on agricultural land on the southeast corner of the SLSP area. Although the proposed project would relocate the detention basin, both the original location and the currently proposed location are on agricultural land. As a result, the detention basin would convert agricultural land to non-agricultural uses, to a similar degree as anticipated by the TOCSP EIR, and Mitigation Measure 4.2-1 would apply to the detention basin included in the proposed project and any future expansions of the basin to the final 22-acre size anticipated by the TOCSP EIR. Because the conversion of agricultural land to non-agricultural uses that would occur due to build-out of the proposed project was anticipated by the TOCSP EIR, and the proposed project would be subject to Mitigation Measure 4.2-1, the proposed project would not result in any new or significantly more severe environmental impacts related to Agricultural Resources. Noise The proposed project involves the construction and operation of 250 single-family residences as well as construction of a one to two-acre detention basin. The proposed project does not include any land uses that would be considered noise generating, such as industrial or commercial land uses. Detention basins and residential land uses are not considered to generate significant amounts of noise during their operation, and the proposed residential land use is similar to the residential uses anticipated by the TOCSP EIR, but would include a lower density of development and fewer overall units. However, short-term construction activities could have the potential to create temporary noise in excess of City standards. Construction related noise is regulated by the City of Woodland's Municipal Code Section 15-26. Construction activities are only allowed to occur between the hours of 7:00 AM and 6:00 PM Monday through Saturday, and 9:00 AM to 6:00 PM on Sundays. The proposed project would be required to comply with the construction requirements within the City's Municipal Code during all construction activities. Because construction of the residential portion of the proposed project would occur over the same site area, and operation of the project would involve similar residential land uses with a lower density and lower number of total units as analyzed in the TOCSP EIR, the proposed project would not be considered a substantial

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	change to the SLSP nor would the project generate any new or significantly more severe environmental impacts related to construction noise. However, the TOCSP EIR identified that increased traffic resulting from buildout of the SLSP could lead to sound levels near roadways in excess of the 60 L_{dn} City standard, resulting in a significant impact. To reduce potential impacts on residences near roadways, the TOCSP EIR included Mitigation Measure 4.8-2 which required future projects to include site design, sound attenuation, and/or noise barriers that would reduce noise to acceptable levels. The proposed project would include masonry sound walls in between residences and Road 25A, as well as on portions of Parkland Avenue. On portions of Parkland Avenue not bordered by masonry walls, an enhanced wood fence would be constructed on either side of Parkland Avenue. The incorporation of sound walls into the design of the proposed project would satisfy the requirements of Mitigation Measure 4.8-2 and would ensure that the proposed project would not result in any new or significantly more severe environmental impacts related to noise. Air Quality The proposed project includes similar residential land uses as what was analyzed in the TOCSP EIR. Because the proposed project would develop the project site for a similar residential land use as approved in the SLSP, any impacts induced by the proposed project would be consistent with what was analyzed in the TOCSP EIR. Additionally, because the type of land use would not change, and the area of the project site remains consistent with what was anticipated by the SLSP, construction induced impacts to air quality would remain consistent with what was analyzed in the TOCSP EIR. Since the approval of the SLSP, new regulations have been put in place that would help reduce the emissions resulting from the operation of the proposed project. Such regulations include the California Green Building Standards Code (CALGreen Code) and the California Building Energy Efficiency Standards Code, which mandate increases in the energy efficiency of new buildings, resulting in a reduction of energy usage and air pollutant emissions associated with energy production. Specifically, the Title 24 regulation within the CALGreen Code requires stringent energy efficiency measures, which would exceed any energy efficiency requirements assumed in the TOCSP EIR's air quality analysis. As such emissions related to energy demand of the proposed project would likely be equal to or less than emissions evaluated in the TOCSP EIR, and the proposed project would not result in new or significantly more severe impacts related

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	to air quality impacts from energy demand. It should be noted that while the proposed project includes a reduction in residential density and units, a concurrent application for the Oyang North Project includes higher densities and seven additional units than originally anticipated by the SLSP and analyzed in the TOCSP EIR. Because the projects are being processed concurrently, the reduction of 55 units within the proposed project would ensure that, despite the increase of seven units in Oyang North, the overall operational air quality impact resulting from both projects would remain within levels anticipated by the TOCSP EIR. Given the overall reduction in residential units and the increased energy efficiency requirements which have been put into place since the approval of the SLSP and the TOCSP EIR, the proposed project would not create new or significantly more severe environmental impacts related to Air Quality. Biological Resources A Biological Assessment was conducted for the Oyang South project site by Salix Consulting, Inc. on November 4, 2014. The Biological Assessment evaluated the site's suitability for special-status plant and wildlife species by analyzing the habitats present on each site. Habitat for special-status plants was not found during the Biological Assessment, and the study concluded that the proposed project would have no impacts related to special-status plant species. However, the Biological Assessment concluded that the possibility exists that the project site could provide nesting or foraging habitat for Swainson's hawks, white-tailed kites, northern harriers, and/or burrowing owls. Potential impacts to such species were anticipated by the TOCSP EIR and the mitigations applied by the TOCSP EIR would be brought forward to the current project. The Biological Assessment did not identify any project-induced impacts, to the aforementioned species, that would be more severe than impacts anticipated by the TOCSP EIR. The Biological Assessment included a survey of a drainage channel that exists on the eastern boundary of the project site. The drainage ditch was concluded to be constructed, and did not appear to experience high flows. At the time of the Biological Assessment, the drainage ditch was recently mowed and appeared to be regularly maintained. Identification of hydrophytic vegetation was inconclusive at the time of the site survey. The Biological Assessment concluded that the drainage channel was not likely to be considered jurisdictional waters;

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	however, the drainage channel was determined to be suitable habitat for burrowing owls. Potential impacts to burrowing owls were anticipated by the TOCSP EIR, and the mitigations applied by the TOCSP EIR and brought forward to the proposed project would ensure that any potential impacts to burrowing owls caused by the proposed project would be equal to or less than what was anticipated by the TOCSP EIR. In addition to the Biological Assessment, an Arborist Report and Tree Inventory Summary was prepared for the Oyang South site, by Sierra Nevada Arborists, on June 1, 2015. The Arborist Report contained an inventory of all on-site trees. The proposed project site currently contains nine trees, all of which are along the western border of the site, adjacent to Harry Lorenzo Avenue, and are identified as being California Black Walnuts (<i>juglans californica</i>) ranging between seven and 35 inches in diameter at breast height. All nine trees would be removed as part of the proposed project and such tree removal would be required to comply with Chapter 20A of the City of Woodland Municipal Code. The City of Woodland Municipal Code Chapter 20A Section 1-090, Development Projects—Tree Plan, requires development applications to complete and submit a Tree plan for approval by the City. The requirements of the Tree Plan, specified in the City’s Municipal Code, include, but are not limited to, identification of size, species, and condition of all trees on the project site, as well as specification of reasons for removal and preservation plans, where applicable. The Tree Plan would be submitted to the City for approval during the entitlement process. The proposed project includes the construction of a one to two-acre detention basin that could later be expanded to 22-acres. A similar 22-acre detention basin was analyzed for potential impacts to biological resources in the TOCSP EIR, along with other off-site infrastructure improvements related to the SLSP. The proposed project would relocate the detention basin planned by the SLSP; however, both the original location and the new location are currently used for intensive agricultural purposes. Impact 4.5-7 of the TOCSP EIR analyzed potential impacts that could result due to the construction of offsite infrastructure, such as the 22-acre detention basin. The TOCSP EIR concluded that the construction of off-site infrastructure could result in the disturbance or destruction of biological habitat, which would create a significant impact. Consequently, the TOCSP EIR imposed Mitigation Measure 4.5-7, which requires that construction of off-site infrastructure may not begin until the appropriate biological habitat surveys have been conducted, appropriate agencies have been consulted, mitigation measures outlined, and permits have been obtained as necessary and to the

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	satisfaction of the City. Furthermore, the TOCSP EIR identified that the location of off-site infrastructure could change depending on specific project needs and proposals, but that Mitigation Measure 4.5-7 would adequately address any potential impacts. As such, construction of the currently proposed detention basin would not begin until the proposed site has been surveyed and all relevant portions of Mitigation Measure 4.5-7 have been implemented—it should be noted that Mitigation Measure 4.5-7 includes subsection (b), which requires the implementation of TOCSP EIR Mitigation Measures 4.5-1(a), 4.5-2, 4.5-3, 4.5-4, and 4.5-6 where applicable. The TOCSP EIR concluded that Mitigation Measure 4.5-7 was sufficient to reduce potential impacts to Biological Resources due to the construction of off-site infrastructure even if the exact location of such infrastructure was changed by subsequent projects. Because the proposed project would result in similar site disturbance through development of the residential portion of the project as anticipated in the SLSP and subsequently analyzed in the TOCSP EIR, and the TOCSP EIR anticipated that the location of future off-site infrastructure, such as the proposed detention basin, could change, any impacts to Biological Resources resulting from the proposed project would have been previously analyzed in the TOCSP EIR. As a result, the proposed project would not be considered a substantial change to the TOCSP EIR, and would not create new or significantly more severe environmental impacts related to Biological Resources. Hazards The TOCSP EIR, identified past agricultural and residential site uses as having the potential to create a hazard to human health and the environment due to the disposal or improper storage of agricultural chemicals or the contamination of non-permitted septic systems. Citing a lack of data, the TOCSP EIR concluded that build-out of the SLSP could create a potentially significant impact. To reduce the potential impact to less-than-significant levels the TOCSP EIR required the implementation of mitigation measure 4.12-1, which included conducting a Phase I and II Environmental Site Assessment (ESA), implementing work plans, developing risk management measures, identifying contingency measures, and obtaining all necessary agency approvals for the remediation of any possible soil contaminants. In accordance with the TOCSP EIR, Wallace Kuhl and Associates (WKA) prepared site studies including a Phase I Environmental Site Assessment on June 9, 2014, a Phase II Soil Sampling and Analysis

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	Report on January 26, 2015 and a Soil Excavation Proposal, on January 23, 2015. The Phase I ESA concluded that the project site had previously contained a residence, and had been in agricultural production since at least 1957; additionally, the site visit included in the Phase I ESA identified ground staining in the vicinity of a portable diesel engine, groundwater pump, and irrigation well. The past uses of the project site are consistent with what was anticipated by the TOCSP EIR, and the Phase I ESA concluded that given the past agricultural and residential land uses, the proposed project site could be contaminated by agricultural chemicals, pesticides, or termiticides. Additionally, the soil staining identified near the diesel engine, groundwater pump, and irrigation well was determined to be indicative of soil contamination. As such soil samples were collected as part of a Phase II Soil Sampling and Analysis Report and the samples were subsequently tested for organochlorine pesticides (OCPs), total petroleum hydrocarbons as diesel (TPHd) and volatile organic compounds (VOCs), arsenic, and lead. The Soil Sampling and Analysis Report concluded that although limited levels of lead, arsenic, and the OCP 4,4'-DDE as well as other OCPs related to termiticides were present in on-site soils, the levels of these contaminants were all below the applicable California Human Health Screening Levels. However, the Soil Sampling and Analysis Report included the finding that the soil samples taken from the stained surface soil near the diesel engine, groundwater pump, and irrigation well were contaminated by TPHd, and levels of TPHd concentration in the samples exceeded the environmental screening levels established by the San Francisco Regional Water Quality Control Board for residential land use. Due to the presence of contaminated soils on the project site WKA prepared a Soil Excavation Proposal to describe actions necessary to remediate on-site soils. The contaminated soils would be remediated in accordance with the Soil Excavation Proposal following the abandonment of the groundwater pump. Because the soil contamination would be remediated to the satisfaction of the City and Yolo County Environmental Health Division, prior to the commencement of construction activities, and other hazards are not known at this time, the proposed project would not be considered a substantial change to the TOCSP EIR, and would not create new or significantly more severe environmental impacts related to Hazards.

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	Remaining CEQA Sections In addition to the impacts discussed above, the TOCSP EIR also included analyses of impacts related to Land Use and Planning; Visual Resources and Aesthetics; Public Services and Facilities; Geology and Soils; Recreational, Educational and Community Services; and Population, Employment and Housing. The TOCSP EIR also included further analysis of impacts related to Hydrology, Drainage, and Water Quality; Traffic; Air Quality; Biological Resources; Noise; and Public Health and Safety. Due to the proposed project's similarity to what was anticipated for the project area by the SLSP, and the TOCSP EIR, impacts related to the listed resources are not considered to be substantially different from what was previously analyzed for development of the project site and the proposed project would not create any new or significantly more severe environmental impacts in any such resource areas. Conclusion The proposed project would develop the project site for residential uses, similar to what was anticipated by the SLSP, and analyzed in the TOCSP EIR. However, the proposed project includes a request to re-designate the project site, and would eliminate the R-25 designation, while re-designating the entire site R-4. The re-designation is reflected in the type of housing proposed as part of the project, as the current site plans do not include multi-family units (R-25) and instead include only single-family units. The re-designation and housing type change would result in a 55-unit reduction as compared to what was approved in the SLSP. It should be noted, that the concurrent application for the Oyang North Project includes an increase in housing density and a subsequent increase of seven additional residential units on the Oyang North project site. As a result, the net change in housing units between the proposed project and the concurrently proposed Oyang North Project would be a 48-unit decrease from what was approved in the SLSP. The net reduction of housing units, combined with the general similarity of land uses and site acreage would ensure that any potential impacts created by the proposed project are less than or equal to the impacts identified in the TOCSP EIR. Therefore, the proposed project does not include any changes which would create new or significantly more severe impacts than what was anticipated by the SLSP and analyzed in the TOCSP EIR. As a result, major revisions to the TOCSP EIR would not be necessary.

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(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 of a similar residential nature to the existing SLSP, and significant changes to the SLSP have not occurred, the circumstances under which the project is undertaken has not changed substantially, and would not require major revisions to the TOCSP EIR. Indeed, the most substantial change which has occurred in the project area is the continuing development activity associated with implementation of the SLSP. However, changes have not occurred on the proposed project site since the adoption of the SLSP and TOCSP EIR, and thus new circumstances which would create new environmental impacts have not arisen. Furthermore, as described above, the proposed changes would not create new or significant environmental effects beyond those analyzed in the TOCSP 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 of the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:	All previously identified impacts in the TOCSP EIR would occur with implementation of the Oyang North project. The SLSP and the TOCSP EIR requires that each development application include project-level and property-specific technical analysis to demonstrate consistency with the performance thresholds in the SLSP and SLSP Mitigation and Monitoring Plan. The following studies have been submitted with the CEQA Addendum: • Arborist Report and Tree Inventory Summary, prepared by Edwin E. Stiritz, June 1, 2015. • Biological Assessment Memorandum, prepared by Salix Consulting, Inc. November 4, 2014. • Phase I Environmental Site Assessment Oyang Property, Wallace Kuhl & Associates, June 9, 2014. • Phase II Soil Sampling and Analysis Report Oyang Property, Wallace Kuhl & Associates, January 26, 2015. • Soil Excavation Proposal Oyang Property, Wallace Kuhl & Associates, January 23, 2015. • Preliminary Geotechnical Engineering Report Oyang South Property, prepared by Mid Pacific Engineering, Inc., December 3, 2014. The studies above do not contain any new information of substantial importance, which could have affected the determination of impacts in the TOCSP EIR. Greenhouse Gas Emissions (GHG) GHG emissions were not directly addressed in the SLSP, or the TOCSP EIR. However,

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	potential impacts related to GHG emissions do not constitute “new information” as defined by CEQA, as GHG emissions were known as potential environmental issues before 1999.¹ The overall area of disturbance anticipated for buildout of the project site by the SLSP would not be modified by the proposed project. Therefore, construction related GHG emissions would be consistent with emissions induced by the SLSP. Since the SLSP was approved, a number of regulations with the purpose of, or with an underlying goal of, reducing GHG emissions, such as the California Green Building Standards Code (CALGreen Code) and the California Building Energy Efficiency Standards Code have been enacted. Such regulations have become increasingly stringent since the SLSP was adopted. In fact, according to the California Energy Commission, the 2013 Building Energy Efficiency Standards are anticipated to result in 25 percent less energy consumption for residential buildings over the previous energy standards.² The proposed project would be required to comply with all currently applicable regulations associated with GHG emissions, including the CALGreen Code and California Building Energy Efficiency Standards Code. Additionally, the proposed project would reduce the total number of units planned for the project site by 55 total units. Even when considering the concurrent application for the Oyang North Project, which includes a seven unit increase from the approved number of residential units for that project site, the proposed project would still result in a net reduction of 48 units from what was approved in the SLSP. Because residential units lead to GHG emissions through construction and operation, the reduction in total units would lead to a proportional reduction in GHG emissions from what was originally approved by the SLSP. As a result, new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time that the previous EIR was certified is not currently known, and the proposed project would result in no new or more severe impacts than previously analyzed in the TOCSP EIR.

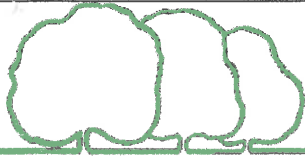
¹ As explained in a series of cases, most recently in *Concerned Dublin Citizens v. City of Dublin* (2013) 214 Cal. App. 4th 1301. Also see, *Citizens of Responsible Equitable Development v. City of San Diego* (2011) 196 Cal.App.4th 515.

² California Energy Commission. News Release: “New Title 24 Standards Will Cut Residential Energy Use by 25 Percent, Save Water, and Reduce Greenhouse Gas Emissions.” July 1, 2014

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(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;	See response under (1) above. New significant effects would not occur.
(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;	See response under (1) above. Significant effects will not be more severe than identified in the TOCSP 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, and the TOCSP EIR would not change as a result of the proposed land uses changes. The Biological Assessment of the project site identified the potential of special status species, specifically Swainson's hawks, white-tailed kites, northern harriers, and burrowing owls, to use the site as foraging and nesting habitat. Impacts to raptors was considered in the TOCSP EIR, and determined to be potentially significant. Because special-status raptor species have the potential to use the site as foraging and nesting habitat Mitigation Measure 4.5-3 would be brought forward and applied to the current project to reduce any potential impacts to a less-than-significant level. As discussed earlier in this document, relevant sections of Mitigation Measure 4.12-1 have been applied through site testing and soil remediation. Any further portions of the mitigation measure including but not limited to identifying contingency measures in the event previously unidentified hazards are encountered during site development, and obtaining any necessary agency approvals prior to implementing any identified measures in a risk management plan would be brought forward and applied to the proposed project. Additionally, Mitigation Measure 4.8-2 would be applied to the project through the construction of sound walls along Road 25A and Parkland Avenue, which would sufficiently mitigate potential noise impacts created by increased traffic in the area. Considering that all relevant mitigation measures would be applied to the proposed project, and no new mitigation measures are now feasible that would substantially reduce any previously identified significant impacts, the proposed project would not be considered a substantial change to the previously approved TOCSP EIR.
(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	Mitigation measures analyzed in the TOCSP EIR would remain unchanged, and would substantially reduce significant effects on the environment. New mitigation that would substantially reduce impacts more than the TOCSP EIR are not available, because the proposed changes are not substantial.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
proponents decline to adopt the mitigation measure or alternative.	
(b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, and addendum, or no further documentation.	The City of Woodland, as the lead agency, determined the project would not result in substantial changes or circumstances after adoption of the TOCSP 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 TOCSP EIR is the appropriate documentation prepared for the project.
(c) Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subdivision (a) occurs, a subsequent EIR or negative declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other responsible agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent negative declaration adopted.	The SLSP was approved December 18, 2001. As discussed previously in this document the proposed project would not require a major revision of the previous EIR due to new or substantially more severe impacts. Additionally, changes in circumstances which would cause substantially more severe or new significant impacts have not occurred and new information which would change the severity of previously identified impacts is not known. As such, a new EIR would not be required.

Comparison of 15162 CEQA Requirements and Project	
CEQA Requirement (Section 15162)	Relationship to Request
(d) A subsequent EIR or subsequent negative declaration shall be given the same notice and public review as required under Section 15087 or Section 15072. A subsequent EIR or negative declaration shall state where the previous document is available and can be reviewed.	A subsequent EIR or Negative Declaration is not required and therefore, an additional public review period pursuant to CEQA Guidelines sections 15087 and 15072 would not be necessary.



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:

Oyang Development Inc. c/o Bruce J. Bailey

MAILING ADDRESS:

1612 42nd Ave. E

CITY STATE ZIP CODE:

Seattle WA 98112

PHONE NUMBER:

(206) 403-1727

E-MAIL ADDRESS:

bbaileyaps@sccglobal.net

PROJECT APPLICANT

Bayless & Hicks c/o Steve Hicks

MAILING ADDRESS:

3500 Douglas Blvd., Suite 210

CITY STATE ZIP CODE:

Roseville, CA 95661

PHONE NUMBER:

(916) 240-2752

E-MAIL ADDRESS:

Steve@baylessandhicks.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 <u>Spring Lake Specific Plan Amendment</u> | |

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

3. Project Description

Project Name:

Oyang South

Total Acres or Square Feet

77.3 Acres or 3,367,981 SQ. FT.

Site address or location:

Southeast and Southwest corners of future Pioneer Ave. and Marston Drive

Assessor's Parcel Number:

042-030-034

Is Your Project Located in a Flood Zone?

☐ Yes ☒ No

Does this request include signage?

☐ Yes ☒ No

4. Justification for Request



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

PLNG-15-00047

5. General Plan Amendment

Existing General Plan Designation

Very Low Density Res/High Density Res

Gross Acres

72.7 ac./4.6 ac.

Proposed General Plan Designation

Low Density Res

Gross Acres

77.3 ac.

6. Zoning Amendment

Existing Land Use Zone

SLSP

Gross Acres

77.3 ac.

Proposed Land Use Zone

SLSP

Gross Acres

77.3 ac.

7. Residential Development

No. of residential units are being requested? 242

Single Family 242 Half-plex _____

Duplex _____ Apartments _____

Condominiums _____ Other _____

Townhomes _____ Total Units 242

No. of lots will be created by this project? 261

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.

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

Date Received Stamp Here

Applicant: _____

Date

Legal Owner: _____

Date

Legal Owner: _____

Date

DEPARTMENT USE ONLY

Amount Paid: _____

Project No: _____

Amount Due: _____

Logged by: _____ Date: _____

GP / Zoning Designation: _____

Planner: _____ Date: _____



Oyang South Project Description

On behalf of Oyang Development Inc., we are pleased to submit an entitlement application for Oyang South. The 77.3 Gross Acre property is located at the southeast and southwest intersection of Pioneer Avenue and Marston Drive within the Spring Lake Specific Plan. The site is currently designated as Very Low Density (1.0-4.0 du/gross ac.) and High Density (16.0-25.0 du/gross ac.) on the General Plan Land Use Map, Spring Lake Specific Plan (SLSP) on the City's Zoning Map and R-3 (1-3 du/ac) and R-25 (23-25 du/ac) on the SLSP Land Use Plan.

This application seeks approval of a General Plan Amendment, Specific Plan Amendment, Tentative Subdivision Map & Tree Plan to allow development of (83) 60'x105', (82) 65'x110' and (77) 70'x110' Single Family lots on 77.3 gross acres. The project includes (6) paseo lots to facilitate pedestrian connectivity within the single family neighborhoods, and (2) Open Space Drainage/Drainage Lots along the east boundary that include a 10' wide Class 1 Pathway & Drainage Swale. Additionally, (11) Landscape Lots are sited to provide pedestrian access to Marston Drive and to provide landscape features at the entries to Villages 1 and 2. A Tree Plan is included to facilitate development of this property consistent with the SLSP.

The proposed General Plan designation is Low Density (3.0-8.0 du/gross ac). The prior high density site is proposed for re-location to the Oyang North property (separate entitlement application) in order to take advantage of the proximity to Highway 113 and East Gibson Road which is served by Yolobus Routes 42A , 42B and 242 providing access to Woodland, Sacramento International Airport, downtown Sacramento and UC Davis. Further justification for this request is provided below.

The Specific Plan Amendment will re-designate the land uses as R-3 (1-3 du/ac.) and R-4 (>3-4 du/ac.) respectively. As noted above, the previous R-25 Land Use is proposed (by separate entitlement application) for re-location to the Oyang North Property at Highway 113 and East Gibson Road in order to take advantage of the proximity to Highway 113 and East Gibson Road. The intent of the Specific Plan Amendment is to preserve a diversity of housing choices within the SLSP while placing higher density land uses in their appropriate location adjacent to high volume streets and highways with transit service.

The Tentative Subdivision Map will subdivide the property into 242 single family residential lots along with Landscape, Paseo and Open Space/Drainage lots as described above. A total of 261 Parcels will be created by the Tentative Subdivision Map. The applicant intends to phase development of the plan and will work collaboratively with City Staff to determine appropriate phasing within the course of this entitlement application.

A Tree Plan has been prepared consistent with Chapter 20A of the Woodland City Code. There are 9 trees located within the property that are >5" Diameter at Breast Height (DBH). All of these are California Black Walnut trees and are proposed for removal due to either their location within the future Road 25A right-of-way or to facilitate pad grading required to build the subdivision. An Arborist Report is included in the application.

We believe this submittal provides sufficient detail to begin processing the application and preparing a Staff Report but if further information or clarification is needed, please do not hesitate to contact the Applicant or Engineering Team.

OYANG SOUTH LOT SIZE DEVELOPMENT CHART

VILLAGE 1

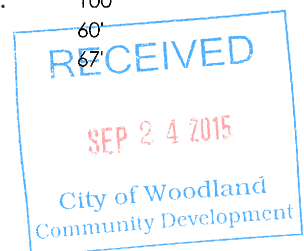
VILLAGE 1 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH	VILLAGE 1 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH
1	7004	105	66	43	6644	111	60
2	6631	110	60	44	7151	120	60
3	7555	103	70	45	7002	116	60
4	7616	101	70	46	8183	118	70
5	6600	110	60	47	7934	116	70
6	6600	110	60	48	7002	117	60
7	6468	110	60	49	6832	113	60
8	6462	104	65	50	6410	107	60
9	14271	120	75	51	6915	105	64
10	8855	108	87	52	6975	107	64
11	6479	105	60	53	6992	122	60
12	7150	110	65	54	8411	141	60
13	6600	110	60	55	8958	149	60
14	7385	100	61	56	11007	158	70
15	7776	100	64	57	9677	140	70
16	6600	110	60	58	8448	140	60
17	7150	110	65	59	8285	138	60
18	6600	110	60	60	7134	122	60
19	7150	110	65	61	7023	108	64
20	6600	110	60	62	8556	105	82
21	6602	100	65	63	6972	105	66
22	10631	124	100	64	7137	105	68
23	14774	136	100	65	8649	105	86
24	7803	118	68	66	9821	105	91
25	7979	122	65	67	6825	105	65
26	6517	121	70	68	6825	105	65
27	8409	120	70	69	7276	105	69
28	7737	119	65	70	6825	105	65
29	8343	118	70	71	6825	105	65
30	7334	110	65	72	7568	105	73
31	7628	102	72	73	7568	105	73
32	6895	103	65	74	6825	105	65
33	6784	114	60	75	6825	105	65
34	7208	120	60	76	7276	105	69
35	6610	110	60	77	6825	105	65
36	7226	105	70	78	6825	105	65
37	7492	110	70	79	8003	105	80
38	6680	112	60	80	8701	105	81
39	6809	112	60	81	7957	105	76
40	6382	105	60	82	7927	105	75
41	6723	100	65	83	8390	105	81
42	6736	101	64				
SUB-TOTAL	316,854 SF	4638	2797	SUB-TOTAL	313,384 SF	4658	2782

TOTAL SQUARE FEET: 630,238 SF

MAX LOT SIZE: 14,774 SF
 MIN. LOT SIZE: 6,382 SF
 AVE. LOT SIZE: 7,593 SF

MAX LOT DEPTH: 158'
 MIN. LOT DEPTH: 100'
 AVE. LOT DEPTH: 112'

MAX. LOT WIDTH: 100'
 MIN. LOT WIDTH: 60'
 AVE. LOT WIDTH: 67'



OYANG SOUTH LOT SIZE DEVELOPMENT CHART

VILLAGE 2

VILLAGE 2 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH	VILLAGE 2 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH
1	9135	115	68	44	7150	110	65
2	8979	123	73	45	7480	110	68
3	8979	123	73	46	7150	110	65
4	8610	123	70	47	8154	110	75
5	8979	123	73	48	8138	110	75
6	11768	106	95	49	7150	110	65
7	11256	138	77	50	7150	110	65
8	10163	139	72	51	7150	110	65
9	9321	129	72	52	7480	110	68
10	8328	116	72	53	7150	110	65
11	7975	116	68	54	7150	110	65
12	8744	110	80	55	7480	110	68
13	7824	110	71	56	7150	110	65
14	8610	110	79	57	8274	110	76
15	8694	117	75	58	8167	110	75
16	9263	124	73	59	7150	110	65
17	9564	129	74	60	7480	110	68
18	9565	133	69	61	7150	110	65
19	11749	133	76	62	7150	110	65
20	9030	104	75	63	7480	110	68
21	8081	113	73	64	7150	110	65
22	8288	114	66	65	7150	110	65
23	9187	120	74	66	7150	110	65
24	9288	124	73	67	8138	110	75
25	8964	110	82	68	7940	114	70
26	8430	110	77	69	8184	114	72
27	8832	110	81	70	7837	114	69
28	8154	110	75	71	8178	114	72
29	7150	110	65	72	7837	114	69
30	7480	110	68	73	8291	114	73
31	7150	110	65	74	7951	114	70
32	7480	110	68	75	7723	114	68
33	7150	110	65	76	7323	110	65
34	7150	110	65	77	7865	109	76
35	7480	110	68	78	17910	127	113
36	7150	110	65	79	10357	122	93
37	8399	110	77	80	8325	123	68
38	8212	110	75	81	7989	123	65
39	7150	110	65	82	8364	123	68
40	7480	110	68	83	7995	123	65
41	7150	110	65	84	8364	123	68
42	7150	110	65	85	8950	115	65
43	7480	110	68				
SUBTOTAL	366,971 SF	4982	3098	SUBTOTAL	335,754 SF	4750	2935

TOTAL SQUARE FEET: 702,725 SF

MAX LOT SIZE: 17,910 SF
MIN. LOT SIZE: 7,150 SF
AVE. LOT SIZE: 8,267 SF

MAX LOT DEPTH: 139'
MIN. LOT DEPTH: 104'
AVE. LOT DEPTH: 115'

MAX. LOT WIDTH: 113'
MIN. LOT WIDTH: 65'
AVE. LOT DEPTH: 71'

OYANG SOUTH LOT SIZE DEVELOPMENT CHART

VILLAGE 3

VILLAGE 3 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH	VILLAGE 3 LOT NO.	SQ. FT.	APPROX. LOT DEPTH	APPROX. LOT WIDTH
1	8933	107	80	42	7700	110	70
2	7519	107	70	43	8250	110	75
3	7951	114	70	44	7700	110	70
4	7951	114	70	45	8676	110	80
5	8519	114	75	46	10532	116	90
6	7951	114	70	47	8965	116	79
7	7951	114	70	48	9344	110	82
8	7951	114	70	49	10941	122	94
9	8519	114	75	50	12405	129	100
10	7951	114	70	51	8631	111	78
11	9226	110	85	52	8832	115	78
12	7700	110	70	53	10142	120	81
13	7700	110	70	54	9096	112	82
14	7700	110	70	55	8417	110	77
15	8250	110	75	56	9042	110	84
16	7700	110	70	57	9685	119	82
17	7700	110	70	58	8154	113	72
18	7700	110	70	59	9230	110	82
19	9401	110	86	60	12658	129	100
20	9214	110	85	61	12396	130	98
21	7700	110	70	62	8513	110	77
22	7700	110	70	63	8625	110	78
23	7700	110	70	64	8353	110	74
24	8250	110	75	65	9083	115	78
25	7700	110	70	66	7700	110	70
26	7700	110	70	67	8676	110	80
27	7700	110	70	68	9039	113	81
28	9226	110	85	69	8518	110	77
29	8676	110	80	70	8545	112	77
30	7700	110	70	71	12478	130	101
31	8250	110	75	72	11914	130	91
32	7700	110	70	73	8607	110	78
33	7700	110	70	74	8649	111	77
34	7700	110	70	75	8899	112	77
35	8250	110	75	76	8780	111	80
36	7700	110	70	77	8779	120	73
37	8913	110	83	78	10959	132	80
38	13312	161	82	79	8460	114	74
39	8202	108	75	80	8407	111	76
40	7700	110	70	81	9149	110	83
41	7700	110	70	82	12276	130	97
SUBTOTAL	336,666 SF	4585	3011	SUBTOTAL	385,205 SF	4733	3333

TOTAL SQUARE FEET: 721,871 SF

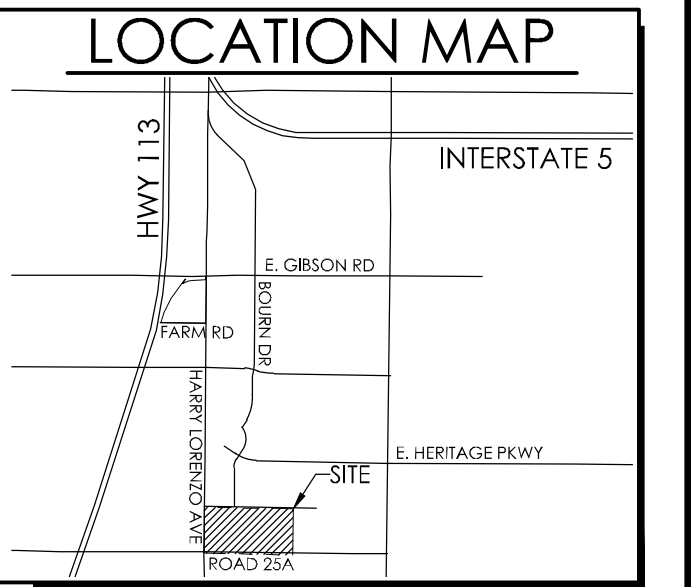
MAX LOT SIZE: 12,658 SF
MIN. LOT SIZE: 7,519 SF
AVE. LOT SIZE: 8,803 SF

MAX LOT DEPTH:
MIN. LOT DEPTH:
AVE. LOT DEPTH:

161'
107'
114'

MAX. LOT WIDTH: 101'
MIN. LOT WIDTH: 70'
AVE. LOT DEPTH: 77'

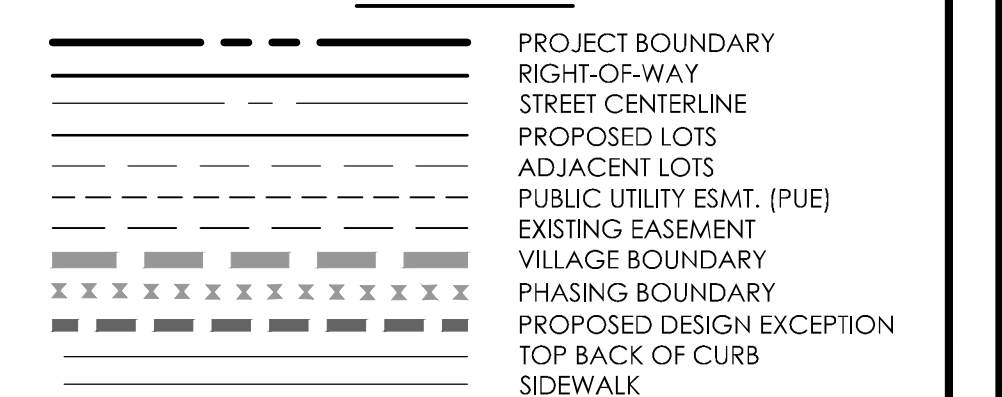
TENTATIVE SUBDIVISION MAP
OYANG SOUTH
CITY OF WOODLAND, CALIFORNIA
OCTOBER 14, 2016
SHEET 1 OF 6
MAP #5092



PROJECT NOTES

- RECORD OWNER:** OYANG DEVELOPMENT INC.
1612 42ND AVE. E.
SEATTLE, WA 98112
CONTACT: BRUCE J. BAILEY
PHONE: (206) 403-1727
- APPLICANT:** BAYLESS & HICKS
3500 DOUGLAS BLVD., #201
ROSELIE, CA 95661
CONTACT: STEVE HICKS
PHONE: (916) 789-2421
- PLANNER/ENGINEER:** WOOD RODGERS INC.
3301 "C" STREET, BLDG. 100B
SACRAMENTO, CA 95816
CONTACT: TIMOTHY DENHAM, AICP
PHIL TAYLOR, PE 71802
PHONE: (916) 341-7760
- ASSESSOR'S PARCEL NUMBERS:** 042-030-034
- AREA:** 77.3 ± ACRES GROSS
- NUMBER OF PARCELS:** 250 SINGLE FAMILY LOTS
11 LANDSCAPE LOTS
3 OPEN SPACE LOTS
3 PASEO LOTS
- 267 PARCELS TOTAL**
- RESIDENTIAL LOT SIZE SUMMARY:**
- VILLAGE 1**
MAX: 14,774 SF
MIN: 6,382 SF
AVE: 7,745 SF
- VILLAGE 2**
MAX: 15,167 SF
MIN: 7,150 SF
AVE: 8,306 SF
- VILLAGE 3**
MAX: 12,658 SF
MIN: 7,519 SF
AVE: 8,803 SF
- EXISTING USE:** AGRICULTURE
- PROPOSED USE:** SEE LAND USE SUMMARY
- EXISTING GENERAL PLAN:** VERY LOW DENSITY (1.0-4.0 DU/GROSS ACRE)
HIGH DENSITY (16.0-25.0 DU/GROSS ACRE)
- PROPOSED GENERAL PLAN:** LOW DENSITY (3.0-8.0 DU/GROSS ACRE)
- EXISTING/PROPOSED ZONING:** SPRING LAKE SPECIFIC PLAN
- EXISTING SPECIFIC PLAN:** SINGLE FAMILY RESIDENTIAL/ R-3
MULTI-FAMILY RESIDENTIAL/ R-25
GREENBELT/ LANDSCAPED AREAS
- PROPOSED SPECIFIC PLAN:** SINGLE FAMILY RESIDENTIAL/ R-3
SINGLE FAMILY RESIDENTIAL/ R-4
- PARK DISTRICT:** CITY OF WOODLAND
- FIRE PROTECTION:** SPRING LAKE FIRE PROTECTION DISTRICT
- SCHOOL DISTRICT:** WOODLAND JOINT UNIFIED SCHOOL DISTRICT
- SEWER:** CITY OF WOODLAND
- STORM DRAIN:** CITY OF WOODLAND
- WATER:** CITY OF WOODLAND
- ELECTRICITY:** PG&E
PG&E
PG&E
- SUBDIVIDER(S) RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 OF THE SUBDIVISION MAP ACT. PHASING TO BE DETERMINED.
 - EXISTING TOPOGRAPHY PROVIDED BY SYNERGY MAPPING, INC. AND WAS FLOWN ON APRIL 27, 2015.
 - UNLESS OTHERWISE SHOWN ON MAP, ALL UTILITIES WILL BE INSTALLED WITHIN THE PUBLIC ROAD RIGHT-OF-WAY OR WITHIN A PUBLIC UTILITY EASEMENT.
 - OWNER WILL DEDICATE ALL EASEMENTS AND RIGHTS-OF-WAY NECESSARY TO PROVIDE ALL UTILITIES.
 - ALL INTERNAL STREETS WILL HAVE A DEDICATED PUBLIC UTILITY EASEMENT MEASURED FROM THE RIGHT-OF-WAY AS SHOWN ON THE STREET SECTIONS.
 - THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
 - SEE SHEET 4 (TREE PLAN) FOR SPECIFIC INFORMATION ON PRESERVATION AND REMOVAL OF TREES.
 - 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.
 - 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.
 - STREET NAMES SHOWN WITH LETTER CALLOUT ARE FOR TENTATIVE MAP PURPOSES ONLY.
 - RESIDENTIAL BUILDING SETBACKS WILL COMPLY WITH SPRING LAKE SPECIFIC PLAN DESIGN STANDARDS.

LEGEND



LAND USE COMPARISON CHART

EXISTING SPECIFIC PLAN			DENSITY PERMITTED	PROPOSED TENTATIVE SUBDIVISION MAP				
SPECIFIC PLAN DESIGNATION	NET AREA	# OF UNITS	BASED ON NET ACREAGE	VILLAGE/ LOT	LAND USE	SPECIFIC PLAN DESIGNATION	NET AREA	# OF UNITS
R-3	64.4	193	64-193	VILLAGE 1	SF RESIDENTIAL	R-4	20.2	83
R-25	4.5	112	90-112	VILLAGE 2	SF RESIDENTIAL	R-4	20.5	85
				VILLAGE 3	SF RESIDENTIAL	R-3	23.9	82
				L-M	OPEN SPACE	R-3	1.8	-
				Q	OPEN SPACE	R-4	0.8	-
RW	8.4	-	-	RW	RIGHT-OF-WAY	-	10.1	-
	77.3	305	154-305				77.3	250
	ACRES	UNITS	UNITS				ACRES	UNITS

INTERSECTION CURB RADII TABLE

INTERSECTION TYPE	RADII AT CURB FACE
LOCAL TO LOCAL	34'
LOCAL TO BANKS DR	25'
LOCAL TO MARSTON DR	35'
PARKLAND TO MARSTON DR	VARIES
PARKLAND TO ROAD 25A	VARIES

PROPOSED DESIGN EXCEPTIONS

- INTERSECTION ANGLE IS GREATER THAN 4° DEVIATION FROM 90°.
- DISTANCE BETWEEN CENTER LINES IS LESS THAN 240'.
- SUBSTANDARD TANGENT AT INTERSECTION.

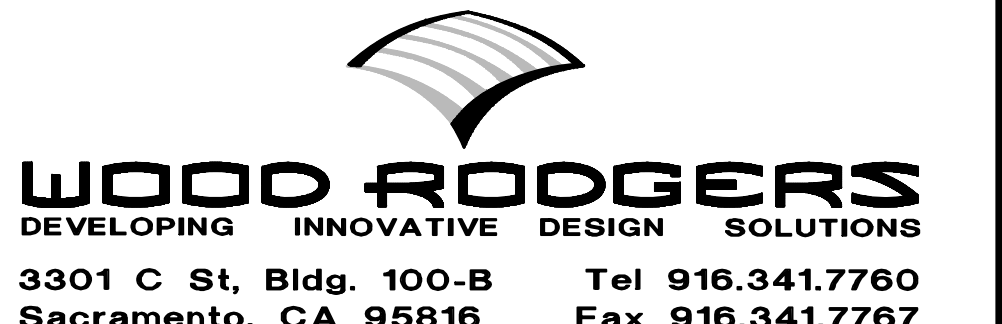
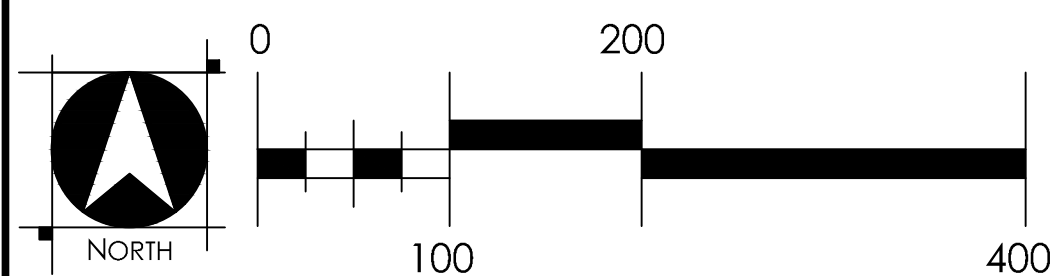
LAND USE SUMMARY

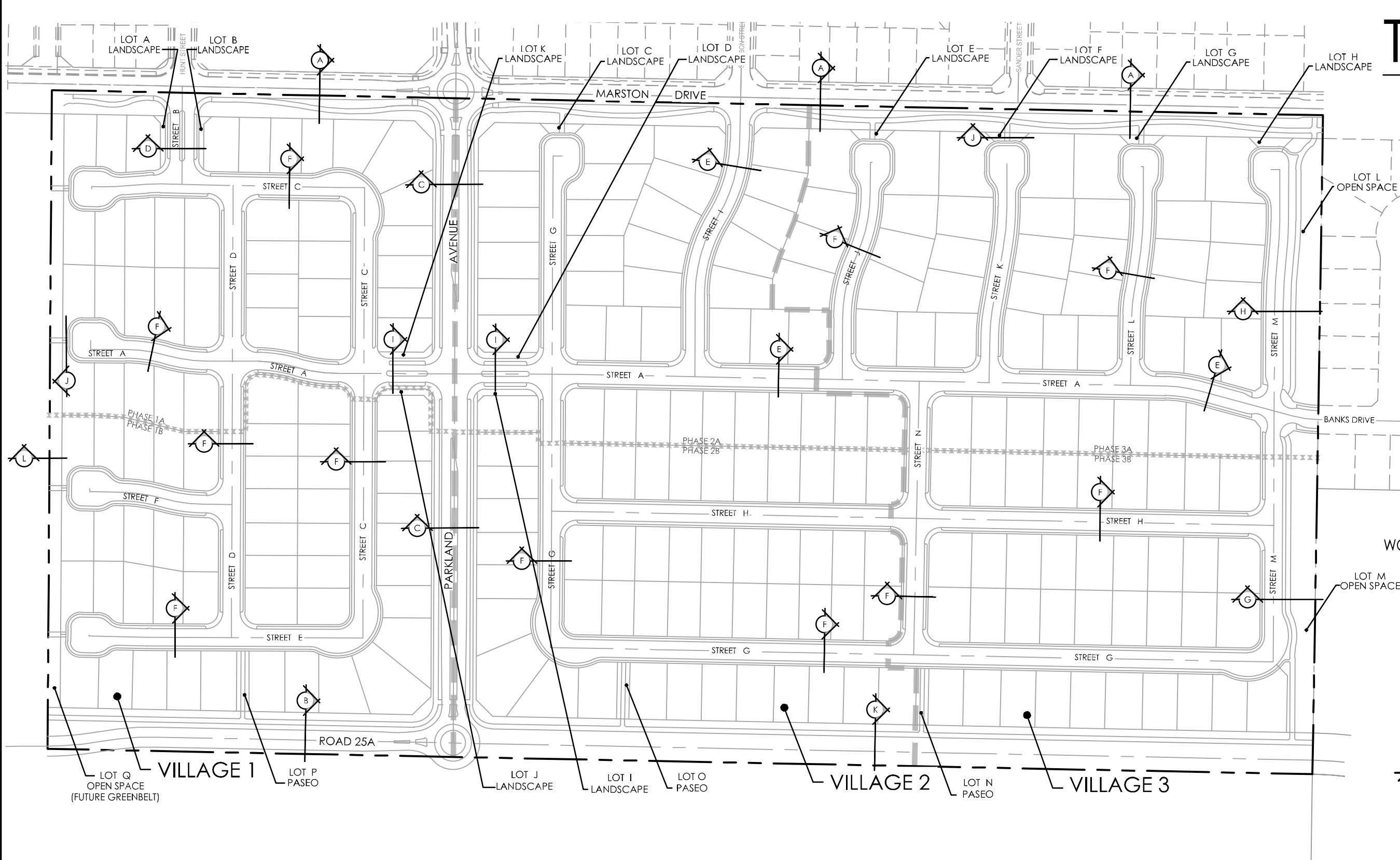
VILLAGE/ LOT NO.	GENERAL PLAN/ ZONING DESIGNATION/ SLSP-DESIGNATION	USE	LOT SIZE	ACRES (G)	ACRES (N)	DWELLING UNITS	GROSS DENSITY
1	LOW DENSITY/SLSP/R-4	SINGLE-FAMILY RES.	40'x105'	24.7	20.2	83	3.4 ²
2	LOW DENSITY/SLSP/R-4	SINGLE-FAMILY RES.	65'x110'	24.3	20.5	85	3.5 ³
3	LOW DENSITY/SLSP/R-3	SINGLE-FAMILY RES.	70'x110'	28.3	23.9	82	2.9 ⁴
L-M	LOW DENSITY/SLSP/R-3	OPEN SPACE/ DRAINAGE	-	-	1.8	-	-
Q	LOW DENSITY/SLSP/R-4	OPEN SPACE/FUTURE GREENBELT	-	-	0.8	-	-
RW	-	MAJOR RIGHT-OF-WAY	-	-	10.1	-	-
TOTALS	-	-	-	77.3	77.3	250	-

- VILLAGE 1, 2 & 3 NET ACREAGE EXCLUDES MARSTON DRIVE, PARKLAND AVENUE, ROAD 25A AND LOTS L & M.
- NET DENSITY FOR VILLAGE 1 INCLUDES LOTS A, B, J, K, P, AND INTERNAL RIGHT-OF-WAYS. (83DU + 20.22AC = 4.10 DU/AC(N))
- NET DENSITY FOR VILLAGE 2 INCLUDES LOTS C, D, I, Q AND INTERNAL RIGHT-OF-WAYS. (85DU + 20.50AC = 4.15 DU/AC(N))
- NET DENSITY FOR VILLAGE 3 INCLUDES LOTS E, F, G, H, N AND INTERNAL RIGHT-OF-WAYS. (82DU + 23.92AC = 3.43 DU/AC(N))
- LOTS A-Q ARE DEDICATED TO BE PUBLIC PROPERTY LOTS.

SHEET INDEX

SHEET	TITLE	SCALE
1	TSM- STREET & LOTTING PLAN	1"=100'
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3	TSM- GRADING & DRAINAGE PLAN	1"=100'
4	TSM- SEWER & WATER PLAN	1"=100'
5	TSM- TREE PLAN & FENCING PLAN	1"=100'
6	TSM- PHASING PLAN	1"=100'



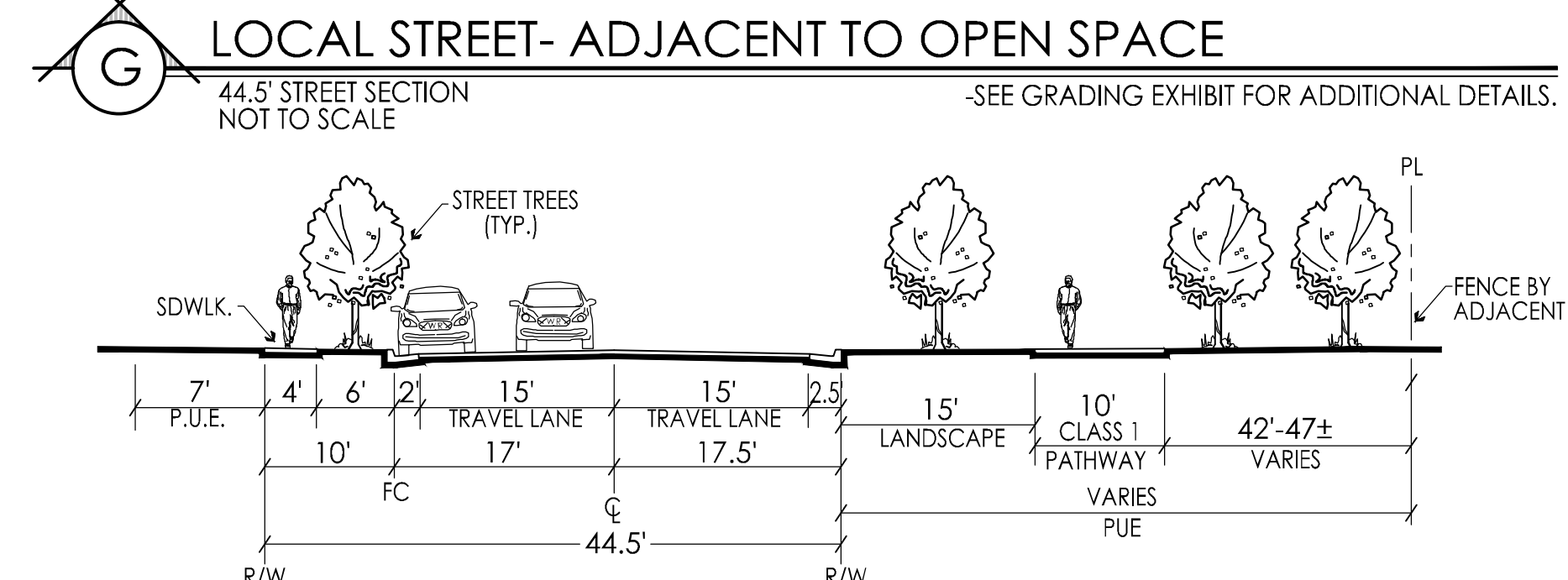
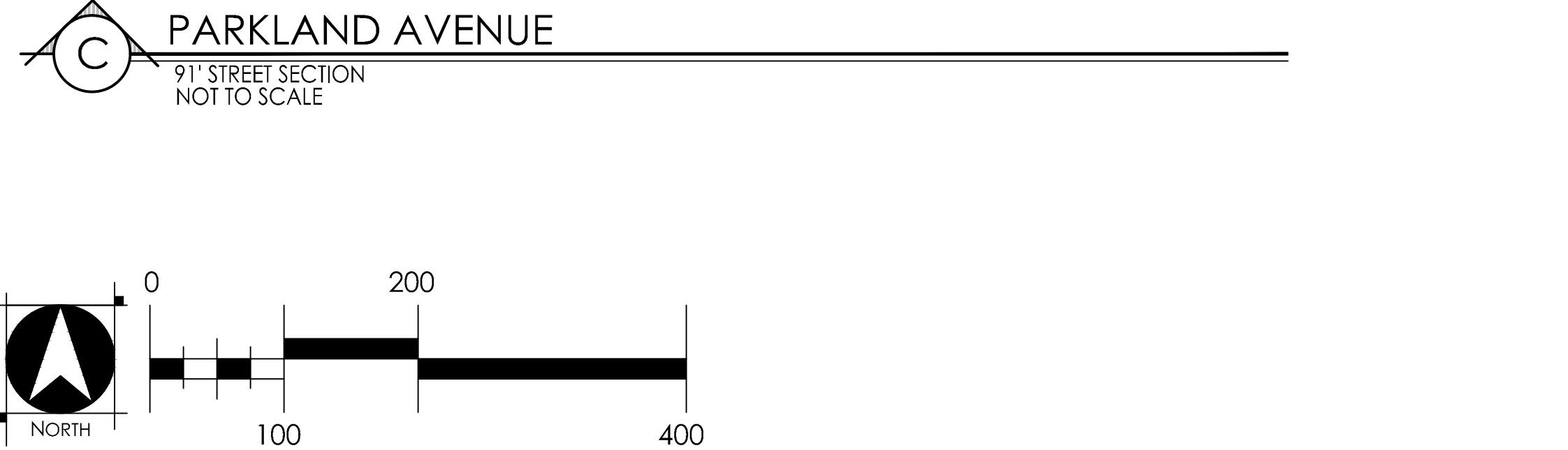
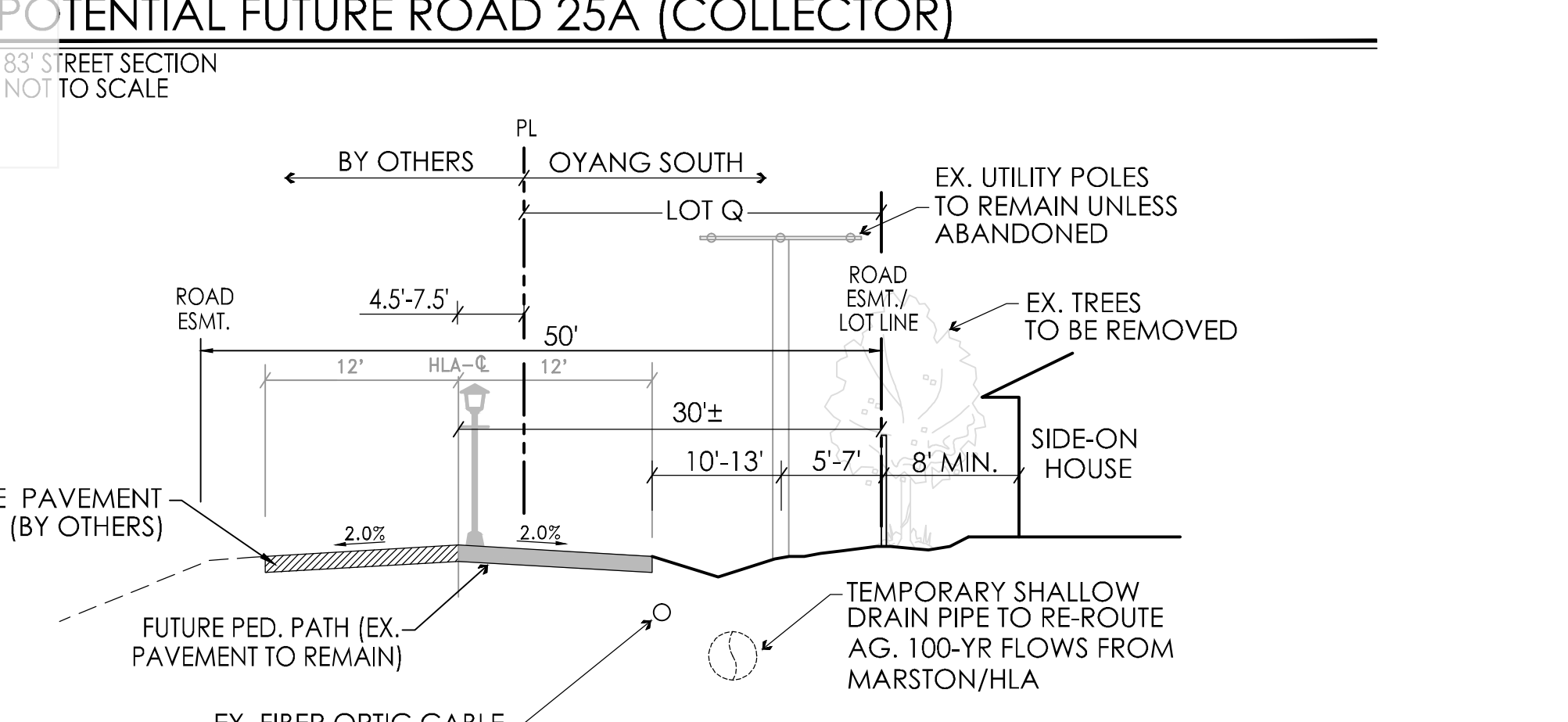
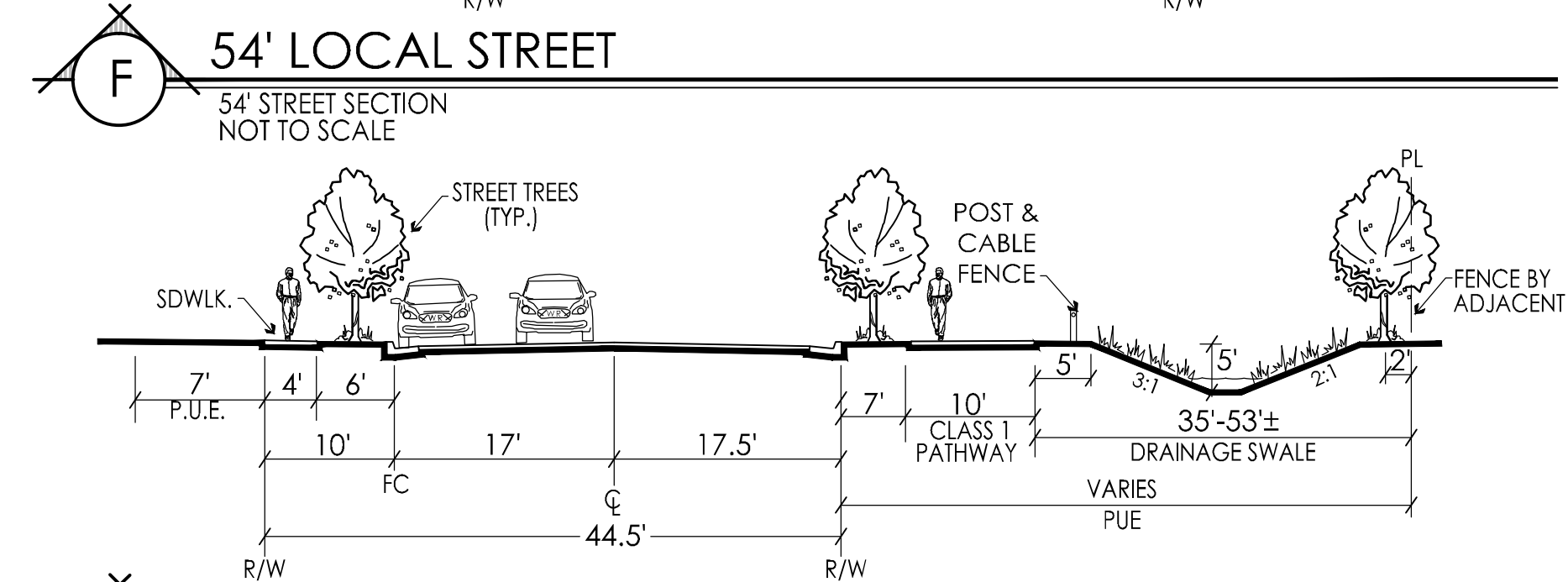
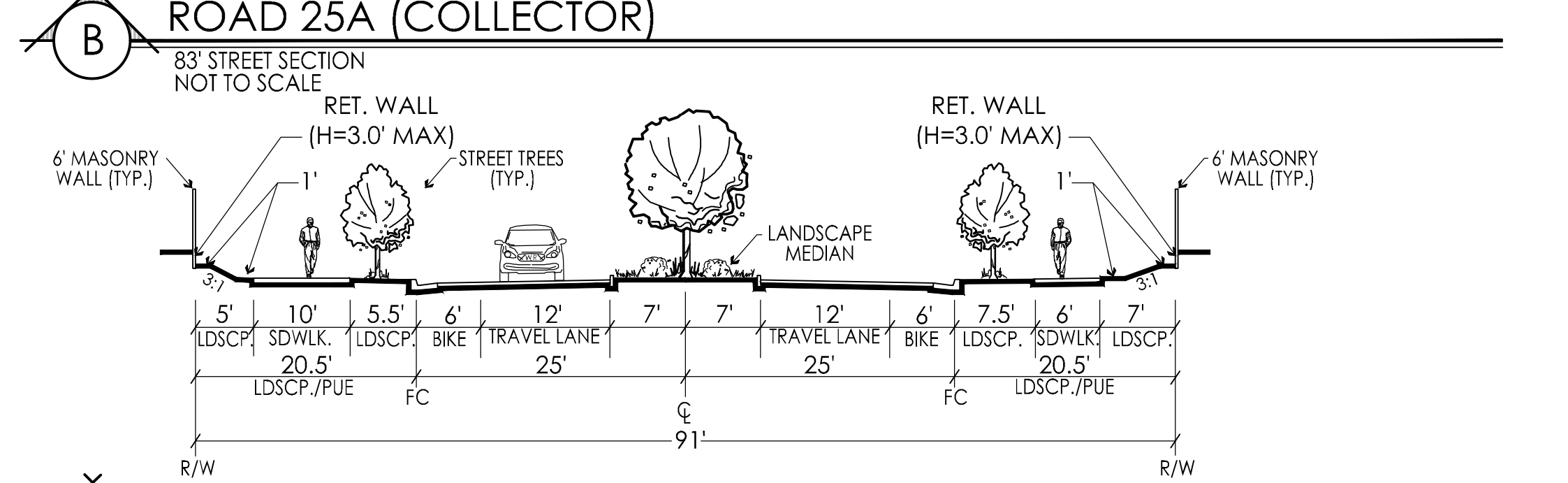
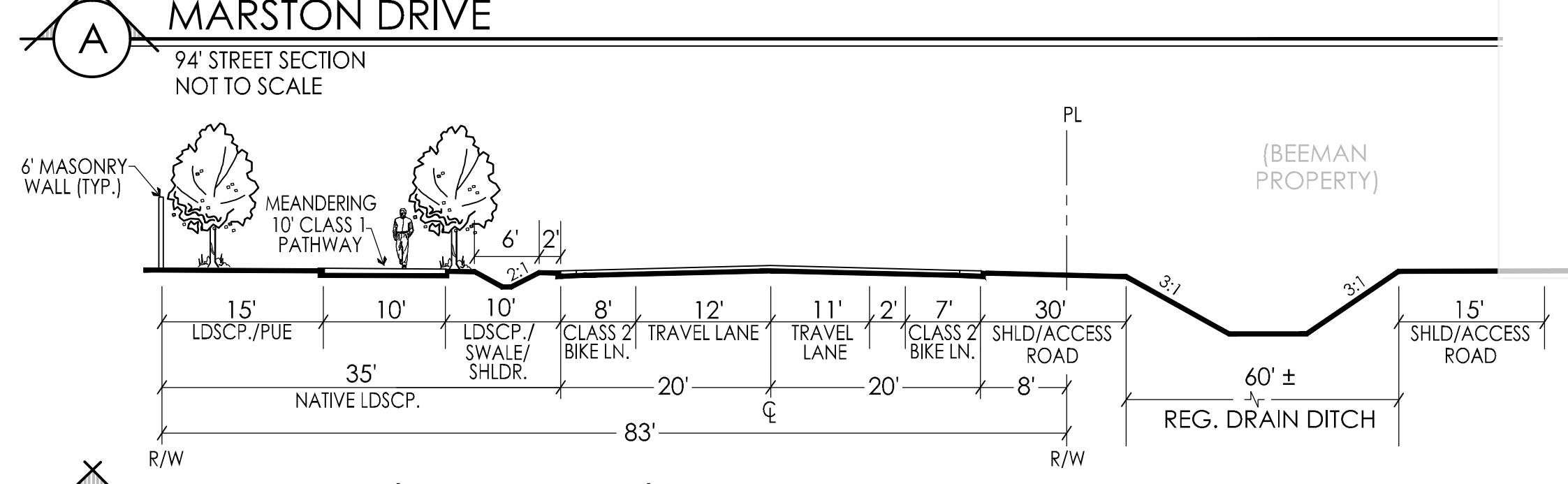
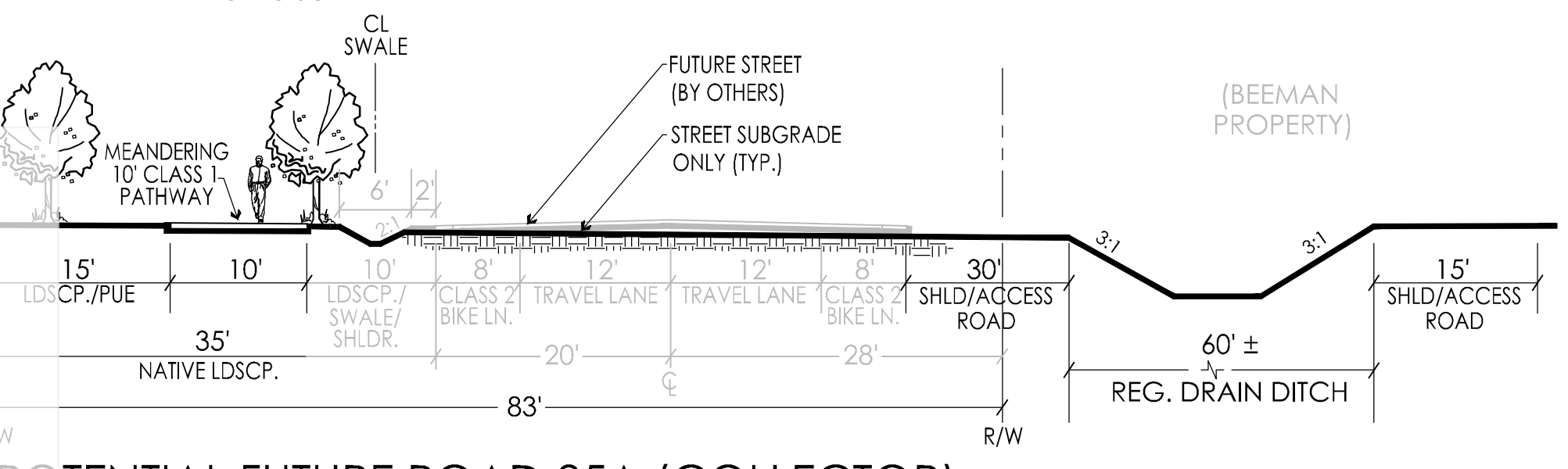
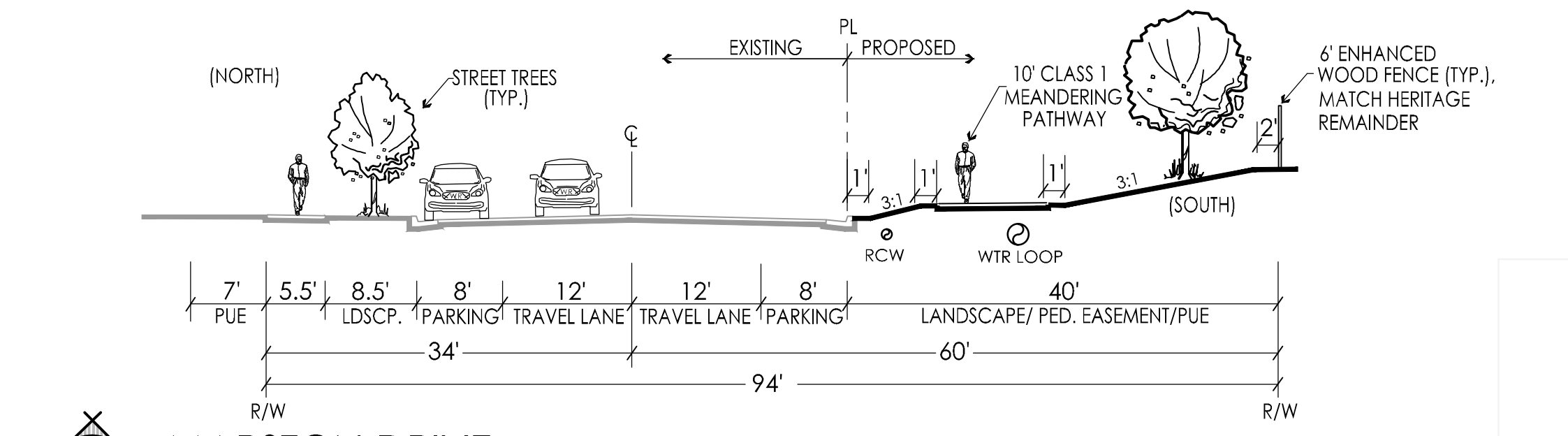
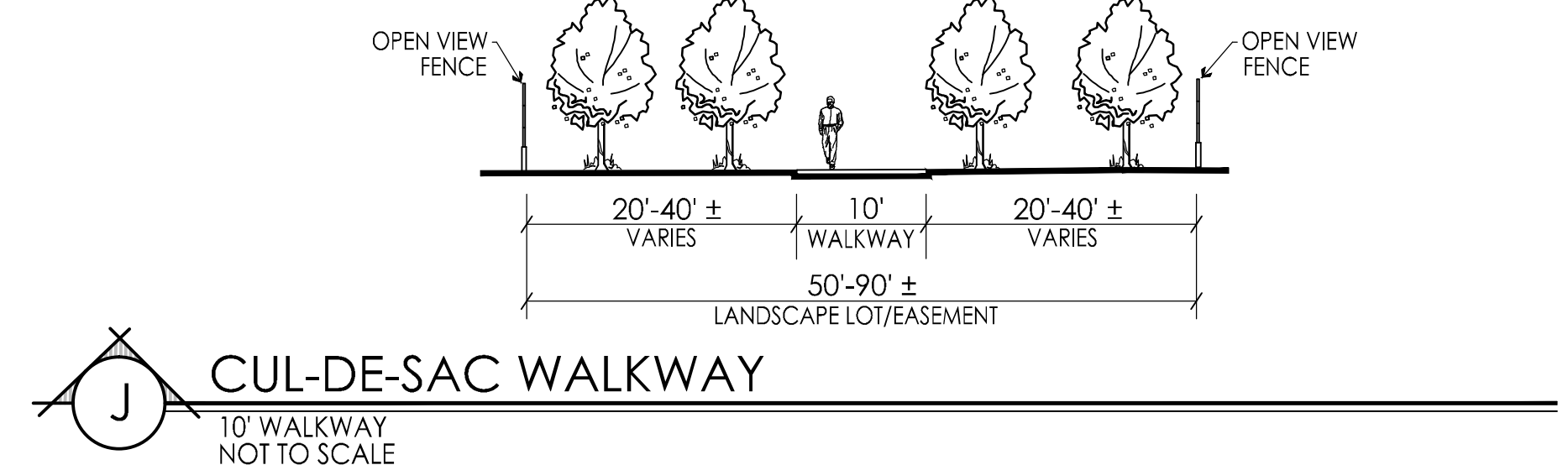
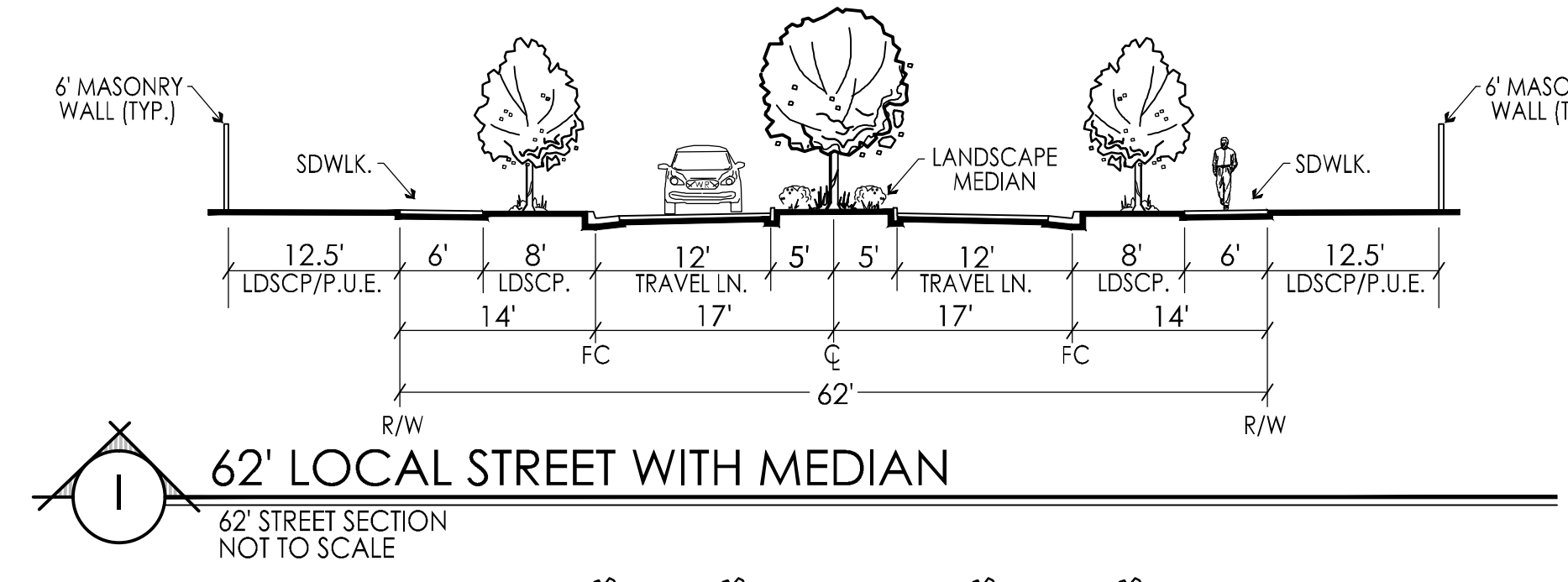
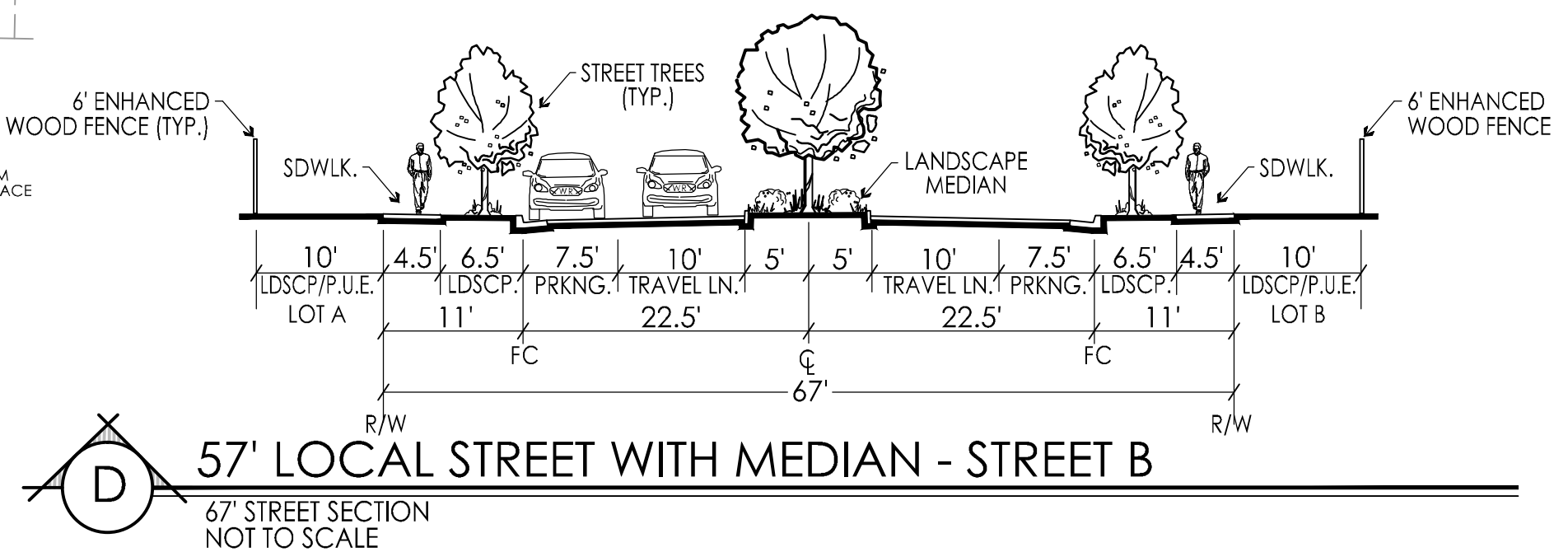
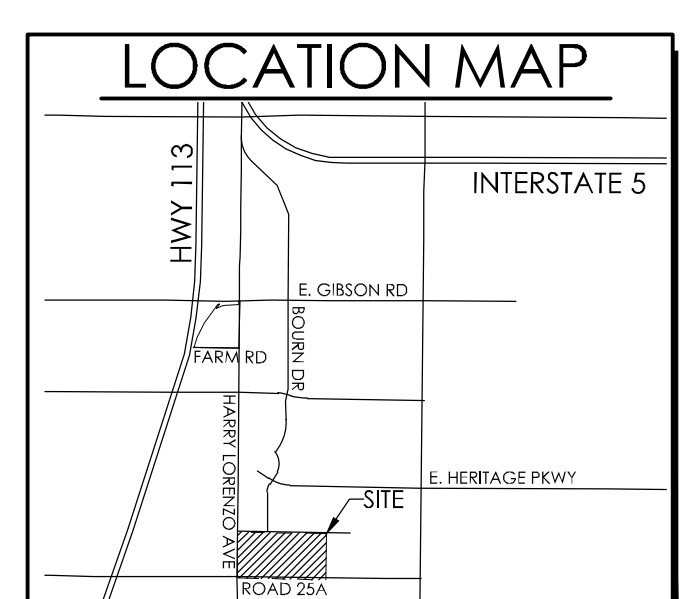


TENTATIVE SUBDIVISION MAP

STREET SECTION DETAILS

OYANG SOUTH

CITY OF WOODLAND, CALIFORNIA
OCTOBER 14, 2016
SHEET 2 OF 6
MAP #5092

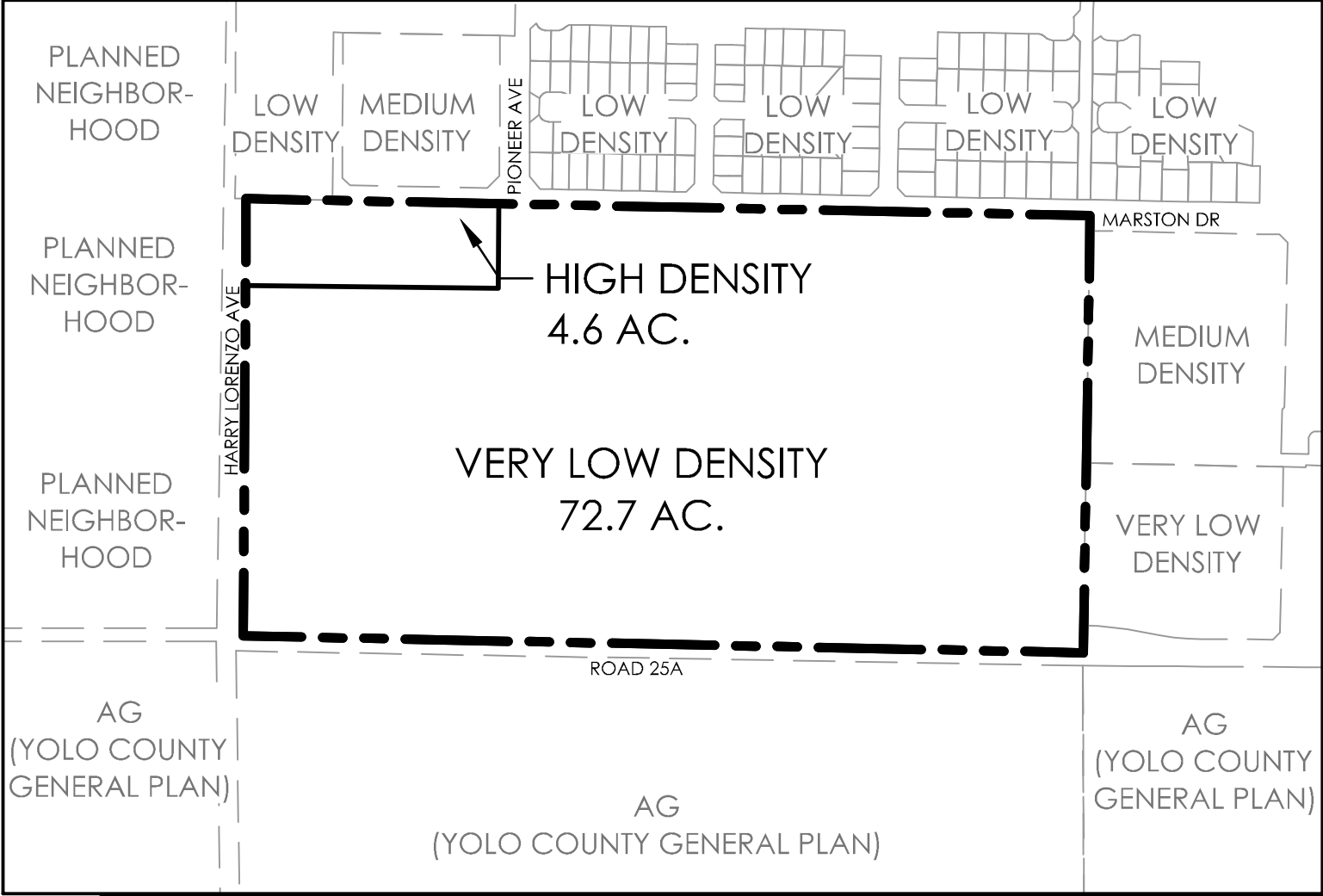


Sections To Be Finalized
Prior to City Council
Approval

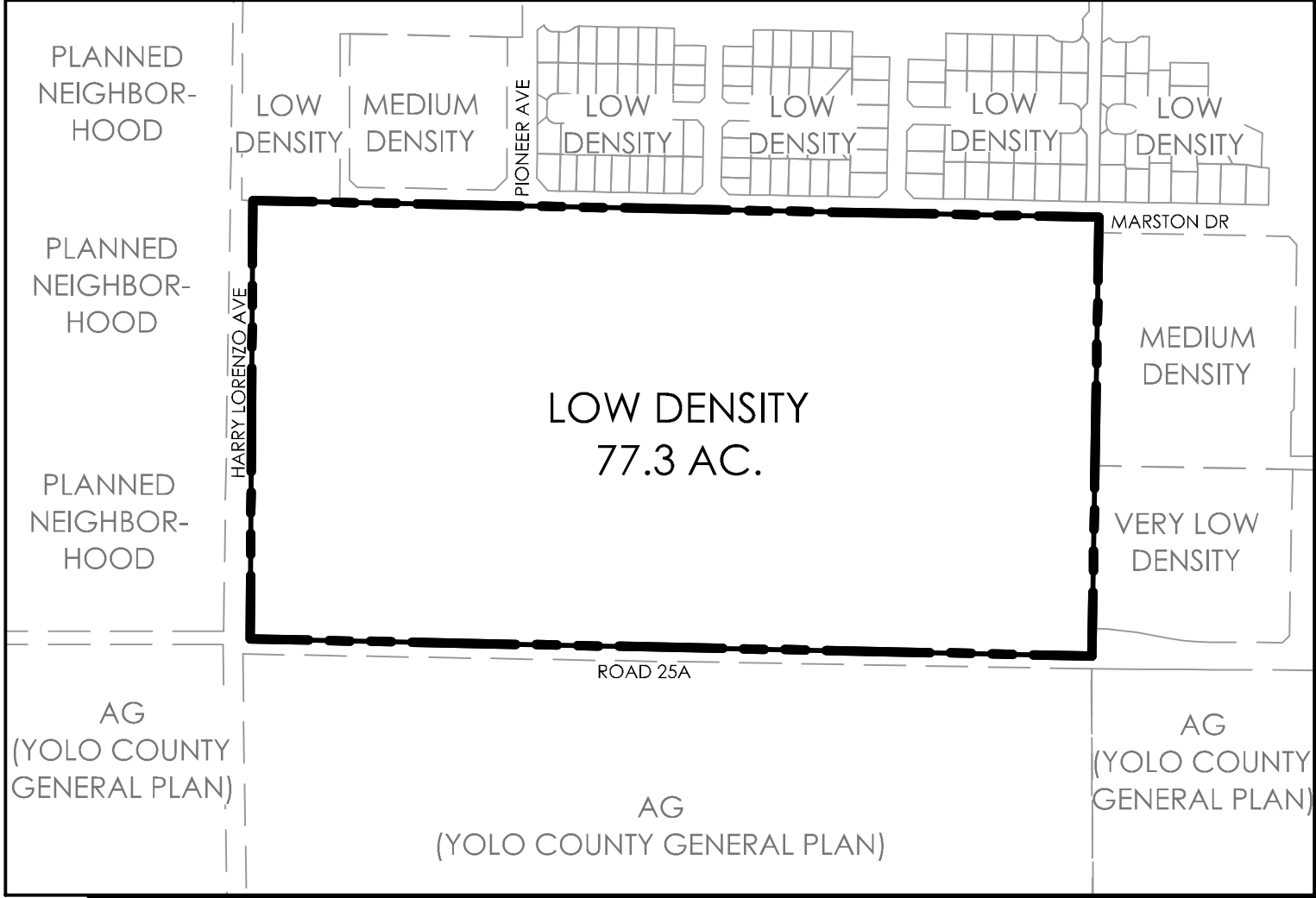
SHEET INDEX		
SHEET	TITLE	SCALE
1	TSM- STREET & LOTTING PLAN	1"=100'
2	TSM- STREET SECTION DETAILS	N.T.S.
3	TSM- GRADING & DRAINAGE PLAN	1"=100'
4	TSM- SEWER & WATER PLAN	1"=100'
5	TSM- TREE PLAN & FENCING PLAN	1"=100'
6	TSM- PHASING PLAN	1"=100'

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GENERAL PLAN AMENDMENT EXHIBIT
OYANG SOUTH
CITY OF WOODLAND, CALIFORNIA
OCTOBER 3, 2016



EXISTING GENERAL PLAN

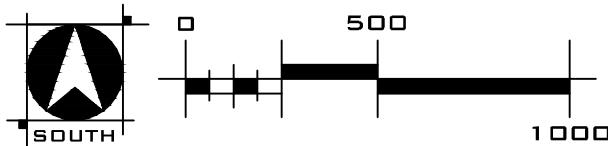


PROPOSED GENERAL PLAN

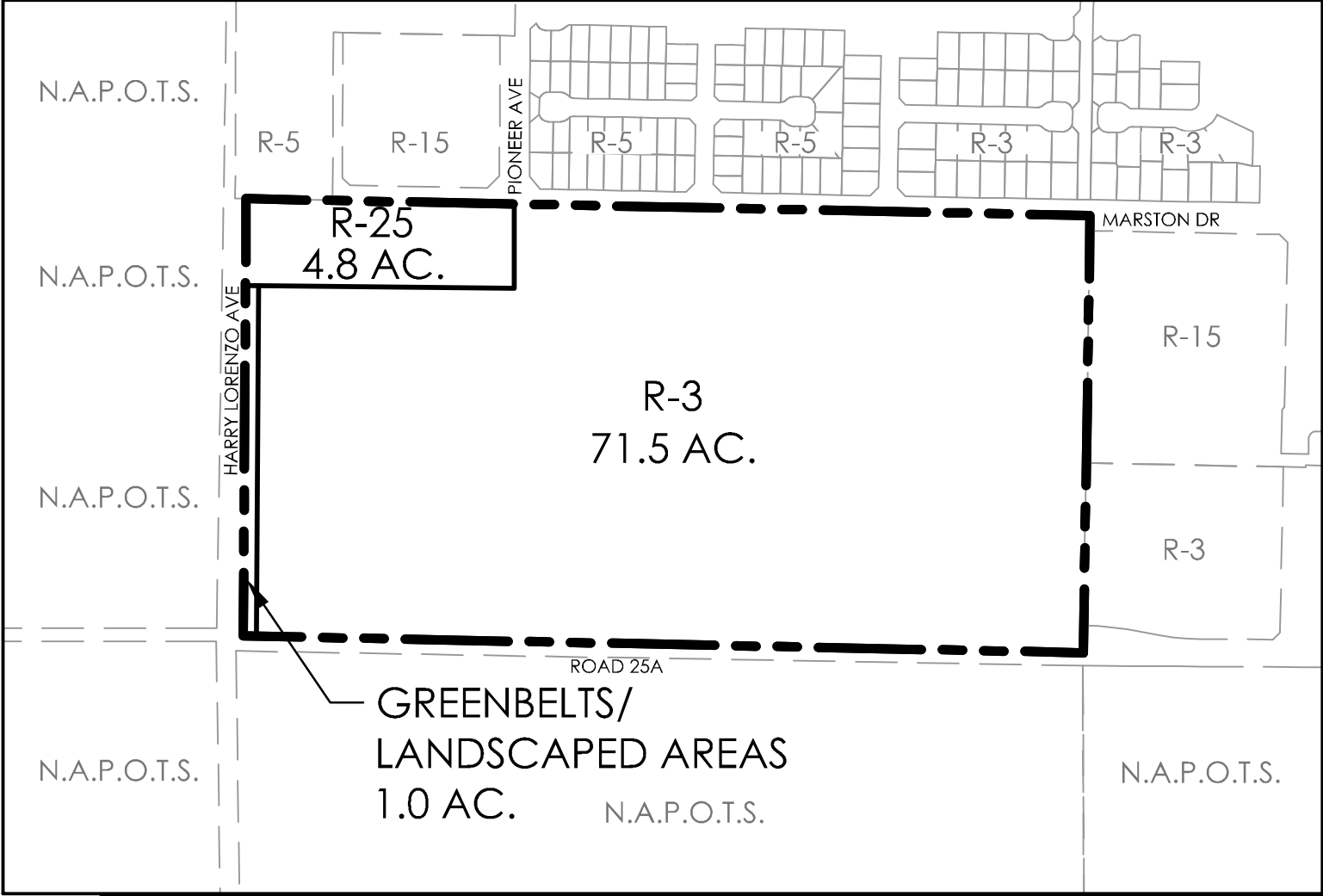
N.A.P.O.T.G.P. = NOT A PART OF THIS
GENERAL PLAN

GENERAL PLAN AMENDMENT SUMMARY TABLE

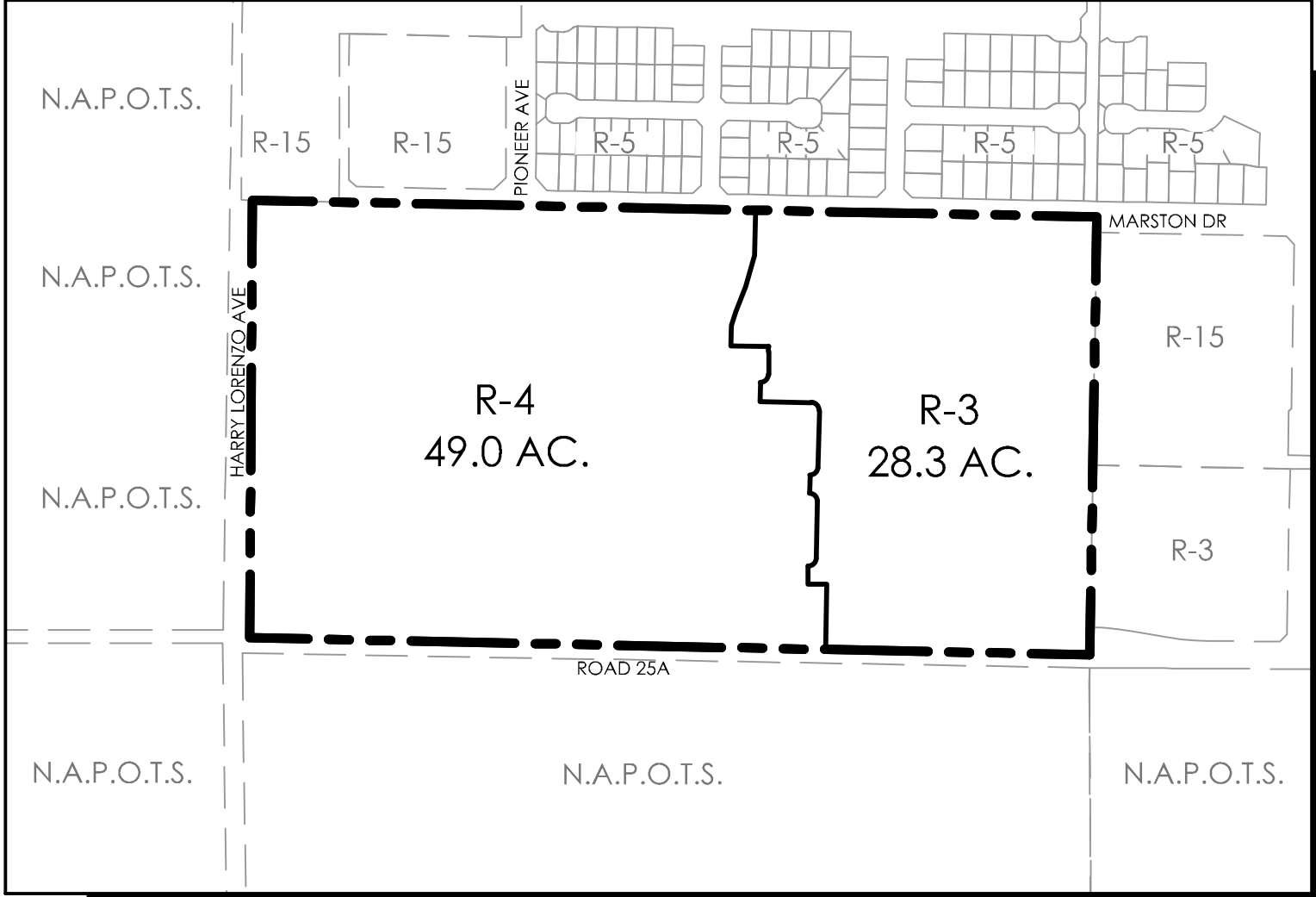
DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
VERY LOW DENSITY	RESIDENTIAL (1.0-4.0 DU/GROSS AC)	72.7 AC.	0.0 AC.	-72.7 AC.
LOW DENSITY	RESIDENTIAL (3.0-8.0 DU/GROSS AC)	0.0 AC.	77.3 AC.	77.3 AC.
HIGH DENSITY	RESIDENTIAL (16.0-25.0 DU/GROSS AC)	4.6 AC.	0.0 AC.	-4.6 AC.
		77.3 AC.	77.3 AC.	



SPECIFIC PLAN AMENDMENT EXHIBIT
OYANG SOUTH
CITY OF WOODLAND, CALIFORNIA
OCTOBER 3, 2016

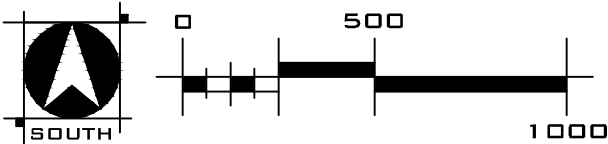


EXISTING SPECIFIC PLAN



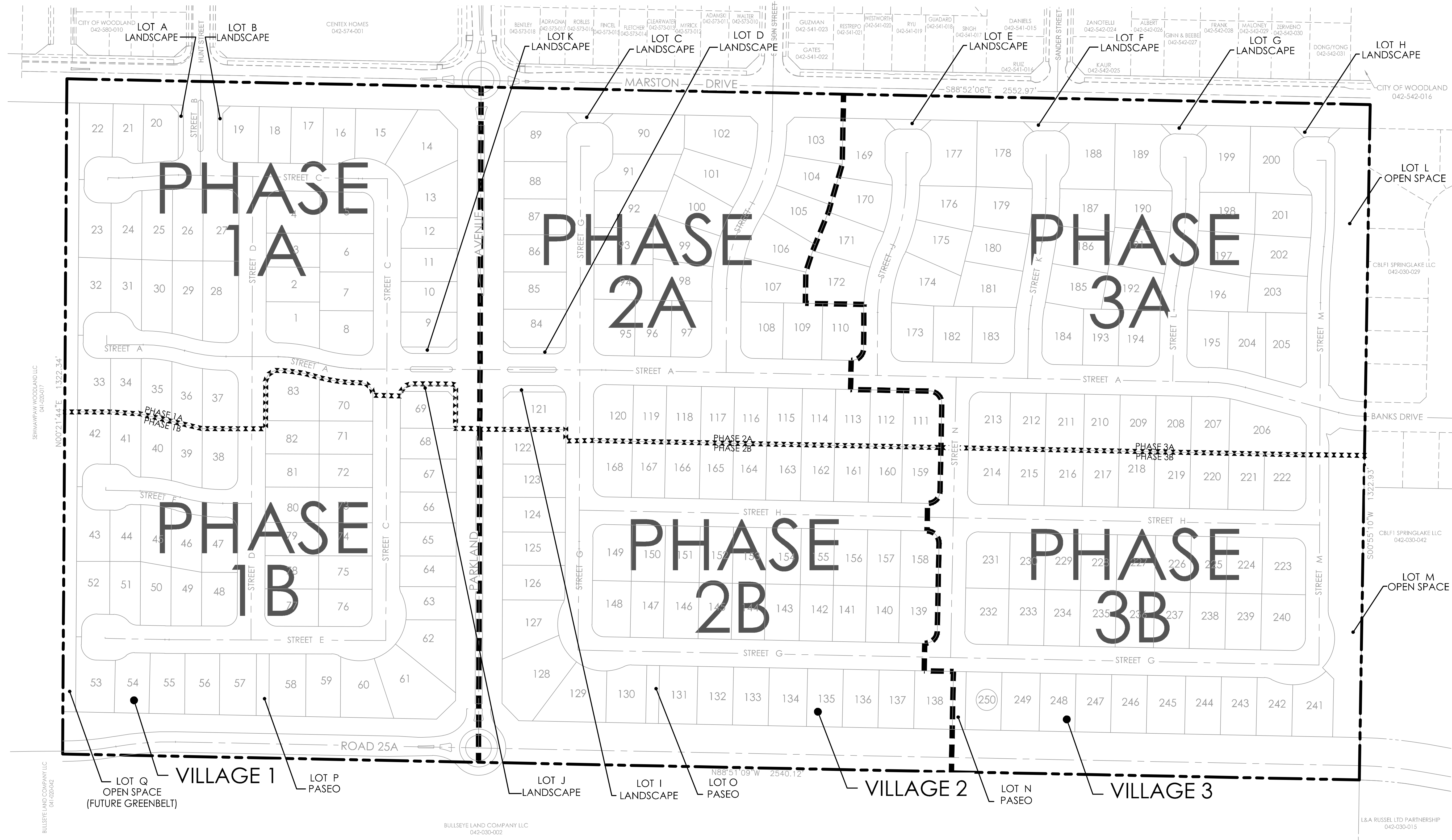
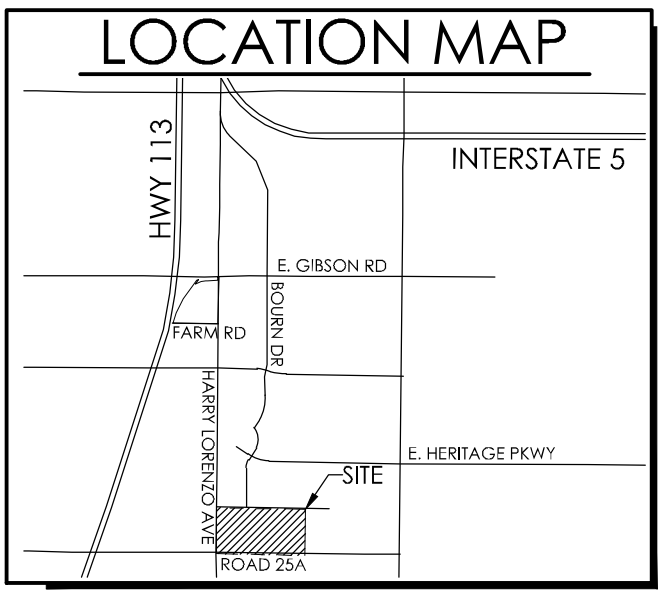
PROPOSED SPECIFIC PLAN

SPECIFIC PLAN AMENDMENT SUMMARY TABLE				
DESIGNATION	LAND USE	EXISTING	PROPOSED	DIFFERENCE
R-3	SINGLE-FAMILY RESIDENTIAL (3 DU/AC)	71.5 AC.	28.3 AC.	-43.2 AC.
R-4	SINGLE-FAMILY RESIDENTIAL (4 DU/AC)	0.0 AC.	49.0 AC.	49.0 AC.
R-25	MULTI-FAMILY RESIDENTIAL (25 DU/AC)	4.8 AC.	0.0 AC.	-4.8 AC.
GREENBELT	GREENBELTS/LANDSCAPED AREAS	1.0 AC.	0.0 AC.	-1.0 AC.
		77.3 AC.	77.3 AC.	




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TENTATIVE SUBDIVISION MAP
PHASING PLAN
OYANG SOUTH
CITY OF WOODLAND, CALIFORNIA
OCTOBER 14, 2016
SHEET 6 OF 6
MAP #5092



LOT NUMBERING

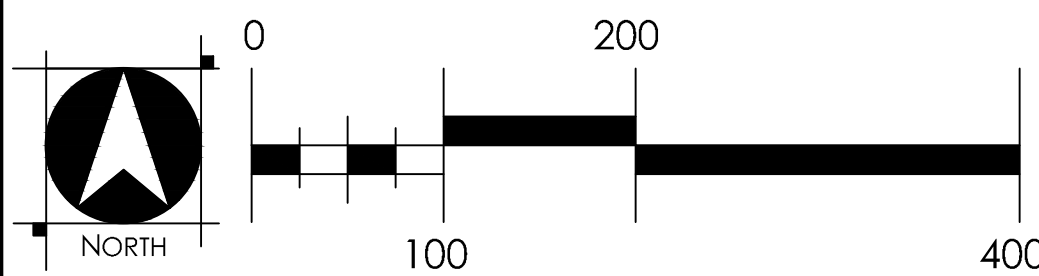
PHASE	LOT #'s	LOT COUNT
1A	1-37	37
2	38-83	46
3	84-121	38
4	122-168	47
5	169-213	45
6	214-250	37

SHEET INDEX

SHEET	TITLE	SCALE
1	TSM- STREET & LOTTING PLAN	1"=100'
2	TSM- STREET SECTION DETAILS	NTS
3	TSM- GRADING & DRAINAGE PLAN	1"=100'
4	TSM- SEWER & WATER PLAN	1"=100'
5	TSM- TREE PLAN & FENCING PLAN	1"=100'
6	TSM- PHASING PLAN	1"=100'

LEGEND

	PROJECT BOUNDARY
	RIGHT-OF-WAY
	STREET CENTERLINE
	PROPOSED LOTS
	ADJACENT LOTS
	VILLAGE BOUNDARY
	PHASING BOUNDARY

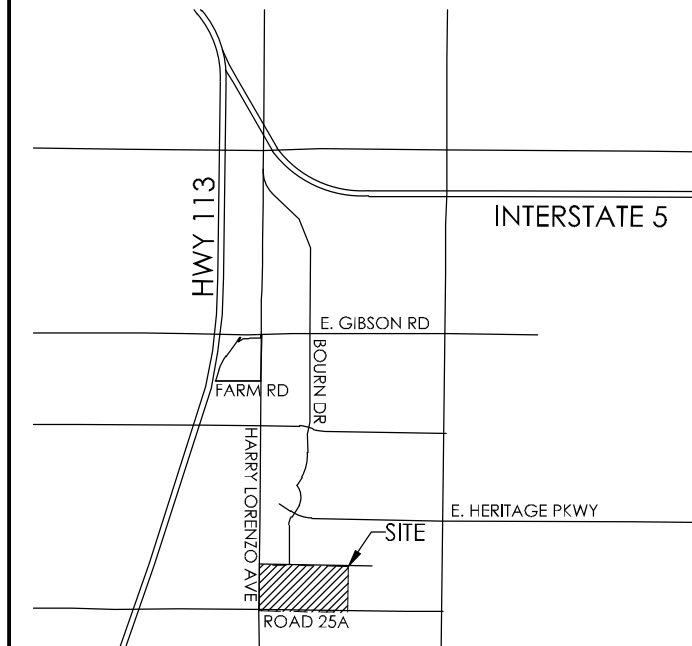


NOTE: FOR PRELIMINARY PLANNING PURPOSES ONLY.
SUBJECT TO CHANGE.

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TENTATIVE SUBDIVISION MAP
SEWER AND WATER PLAN
OYANG SOUTH
CITY OF WOODLAND, CALIFORNIA
SEPTEMBER 30, 2016
SHEET 3 OF 6
MAP #5092

LOCATION MAP

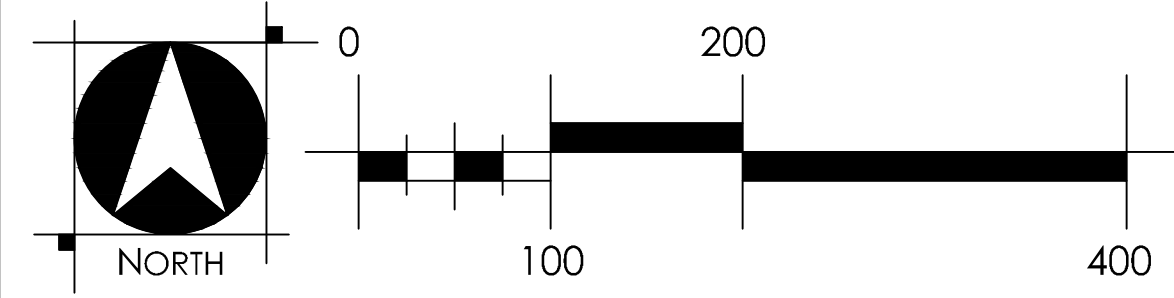
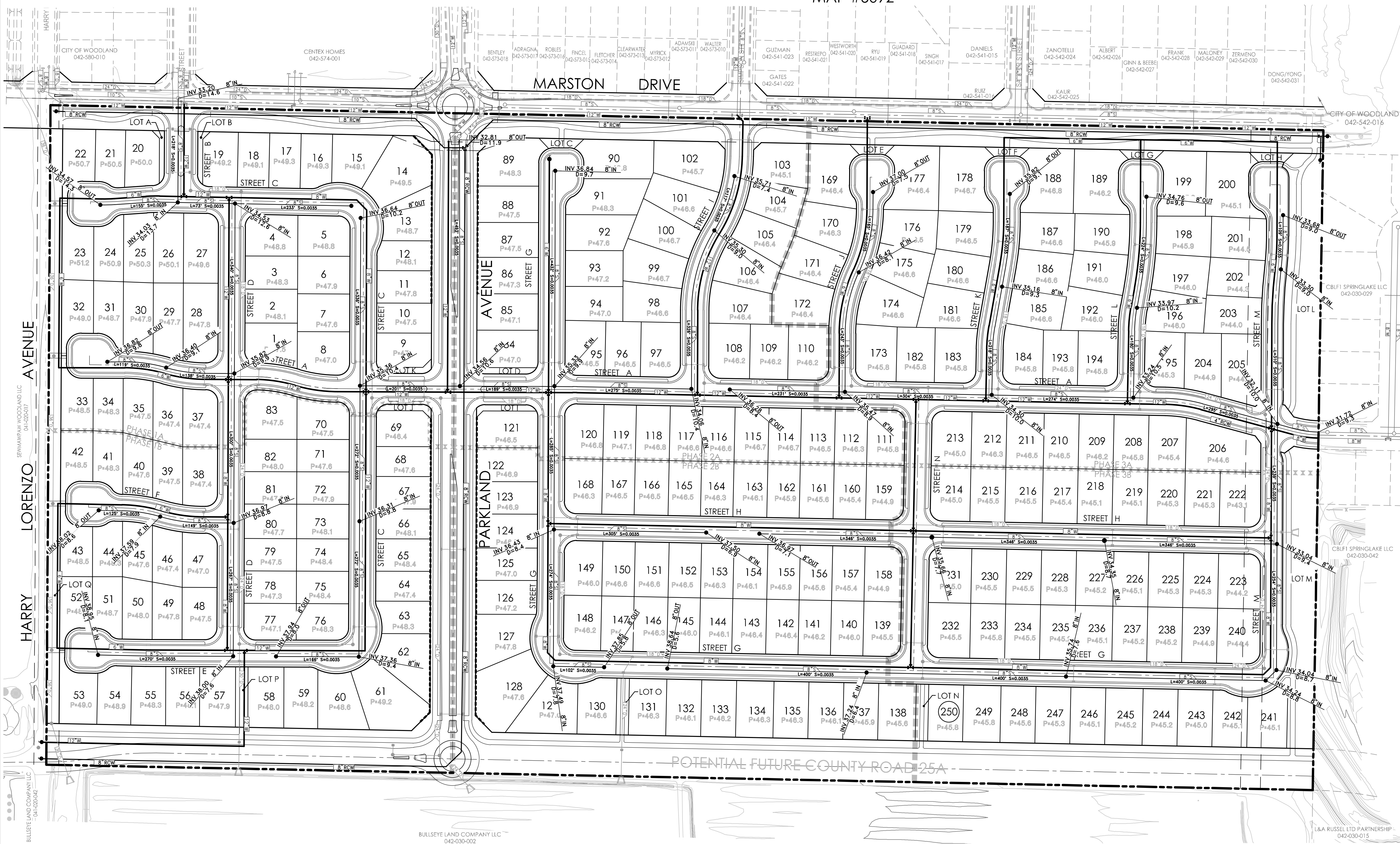


LEGEND

	PROJECT BOUNDARY
	VILLAGE BOUNDARY
	PHASING BOUNDARY
	RIGHT-OF-WAY
	STREET CENTERLINE
	PROPOSED LOTS
	ADJACENT LOTS
	EXISTING EASEMENT
	TOP BACK OF CURB
	SIDEWALK
	LIP OF CURB
	DRAINAGE MAIN
	DRAINAGE MANHOLE
	DRAIN INLET
	DRAIN OUTLET
	SEWER MAIN
	SEWER MANHOLE
	RECYCLED WATER MAIN
	WATER MAIN
	GATE VALVE
	BLOW OFF VALVE
	PROPOSED SEWER PIPE SLOPE & LENGTH
	PROPOSED SEWER INVERT ELEVATION & DEPTH
	ADJACENT SEWER MAIN
	ADJACENT SEWER MANHOLE
	ADJACENT WATER MAIN
	ADJACENT GATE VALVE
	PAD ELEVATION
	RETAINING WALL

SHEET INDEX

SHEET	TITLE	SCALE
1	TSM- STREET & LOTTING PLAN	1"=100'
2	TSM- STREET SECTION DETAILS	NTS
3	TSM- SEWER & WATER PLAN	1"=100'
4	TSM- GRADING & DRAINAGE PLAN	1"=100'
5	TSM- TREE PLAN & FENCING PLAN	1"=100'
6	TSM- PHASING PLAN	1"=100'



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EARTHWORK QUANTITIES

CUT: 113,583 CUBIC YARDS
FILL: 93,905 CUBIC YARDS
NET: 19,687 CUBIC YARDS

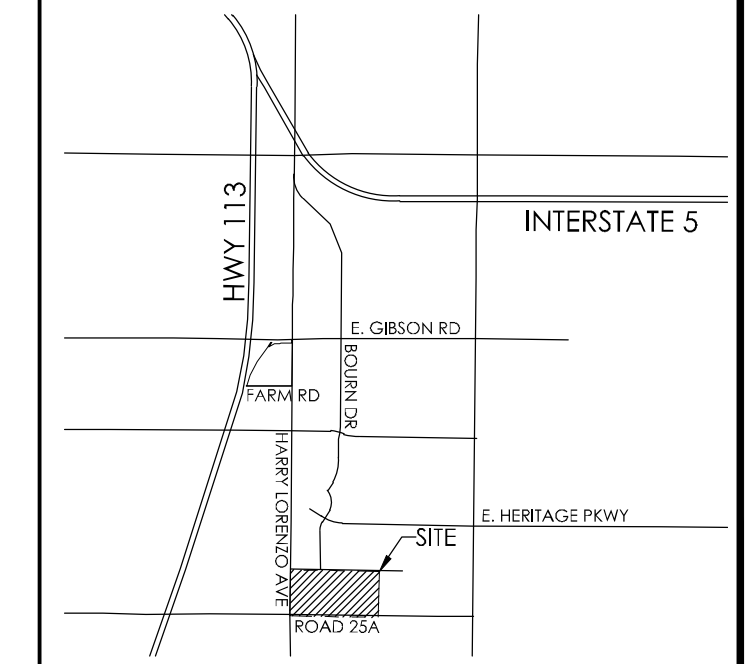
TENTATIVE SUBDIVISION MAP GRADING & DRAINAGE OYANG SOUTH CITY OF WOODLAND, CALIFORNIA

OCTOBER 14, 2016
 SHEET 4 OF 6
 MAP #5092

SHEET INDEX

SHEET	TITLE	SCALE
1	TSM- STREET & LOTTING PLAN	1"=100'
2	TSM- STREET SECTION DETAILS	NTS
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4	TSM- GRADING & DRAINAGE PLAN	1"=100'
5	TSM- TREE PLAN & FENCING PLAN	1"=100'
6	TSM- PHASING PLAN	1"=100'

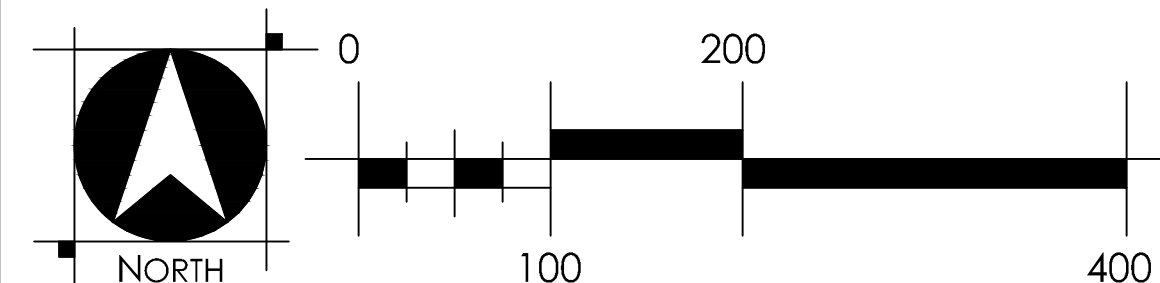
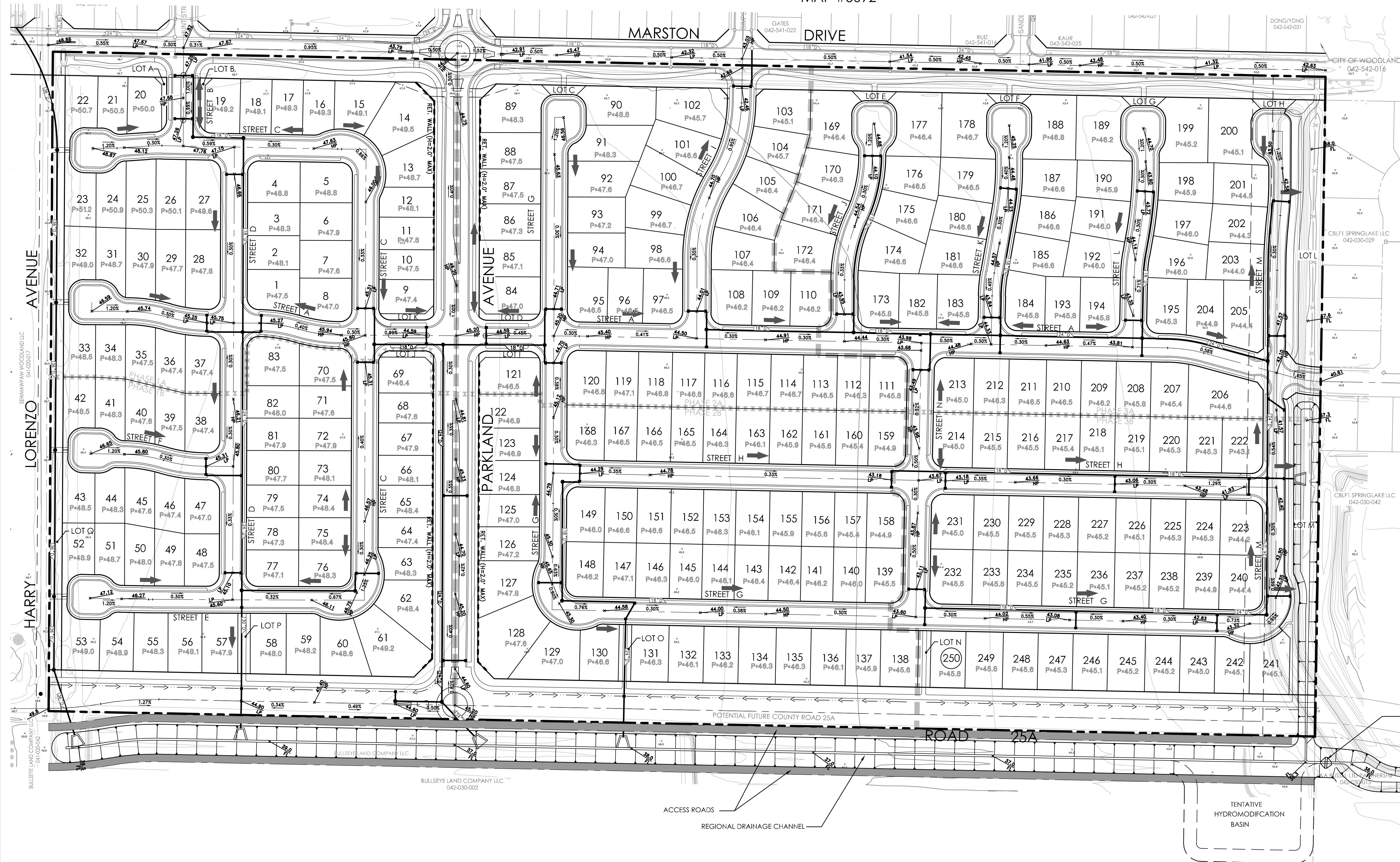
LOCATION MAP



LEGEND

	PROJECT BOUNDARY
	VILLAGE BOUNDARY
	PHASING BOUNDARY
	RIGHT-OF-WAY
	STREET CENTERLINE
	PROPOSED LOTS
	ADJACENT LOTS
	EXISTING EASEMENT
	TOP BACK OF CURB
	SIDEWALK
	LIP OF CURB
	DRAINAGE MAIN
	DRAINAGE MANHOLE
	DRAIN INLET
	EXISTING DRAINAGE MAIN
	EXISTING DRAINAGE MANHOLE
	EXISTING DRAIN INLET
	EXISTING GRADE ELEVATION
	FINISHED GRADE ELEVATION
	GRADE SLOPE & DIRECTION
	DRAINAGE OVERLAND RELEASE
	DIRECTION
	PAD ELEVATION
	RETAINING WALL

* ALL ELEVATIONS SHOWN ARE ON CITY OF WOODLAND DATUM.



HYDROMODIFICATION/WATER QUALITY
 FLOW CONTROL STRUCTURE

ACCESS ROADS
 REGIONAL DRAINAGE CHANNEL

TENTATIVE
 HYDROMODIFICATION
 BASIN

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TREE INVENTORY

STATUS	TREE#	COMMON NAME	SPECIES	TOTAL DBH INCHES	DLR (feet)	CONDITIONAL ASSESSMENT						MAINTENANCE RECOMMENDATIONS
						RT CR	TRUNK	LIMBS	FOLIAGE	STRUCTURE	VIGOR	
X	183	California Black Walnut	(Juglans californica)	7	12	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	184	California Black Walnut	(Juglans californica)	28	22	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	185	California Black Walnut	(Juglans californica)	12	11	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	186	California Black Walnut	(Juglans californica)	20	16	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	187	California Black Walnut	(Juglans californica)	7	12	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	188	California Black Walnut	(Juglans californica)	7	10	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	189	California Black Walnut	(Juglans californica)	8	14	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	190	California Black Walnut	(Juglans californica)	9	9	Fair	Fair	Fair	Fair	Fair	Fair	None at this time
X	191	California Black Walnut	(Juglans californica)	35	30	Fair	Poor to fair	Poor to fair	Fair	Poor to fair	Fair	None at this time

X = TO BE REMOVED

TENTATIVE SUBDIVISION MAP

PRELIMINARY TREE REMOVAL & FENCING EXHIBIT

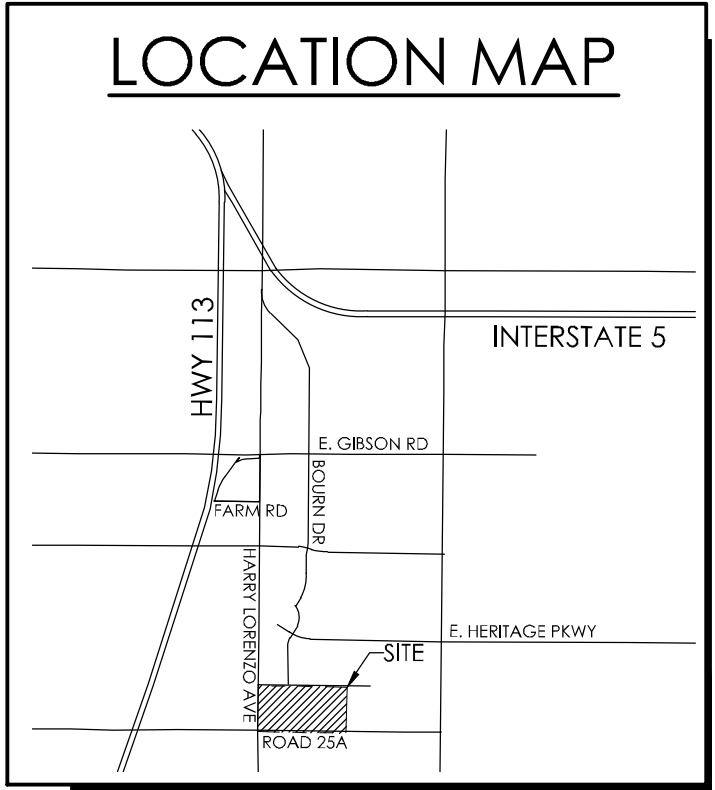
OYANG SOUTH

CITY OF WOODLAND, CALIFORNIA

OCTOBER 14, 2016

SHEET 5 OF 6

MAP #5092



KEY

= TO REMAIN

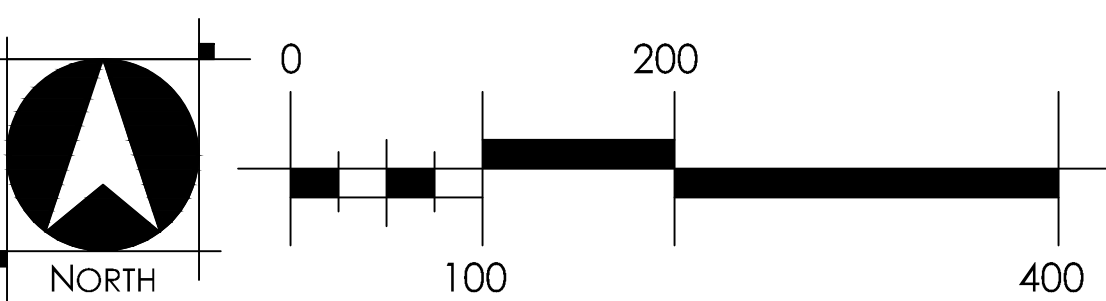
= TO BE REMOVED

SHEET INDEX

SHEET	TITLE	SCALE
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6	TSM- PHASING PLAN	1"=100'

LEGEND

	PROJECT BOUNDARY
	RIGHT-OF-WAY
	SIDEWALK
	FACE OF CURB
	STREET CENTERLINE
	PROPOSED LOTS
	ADJACENT LOTS
	MASONRY SOUNDWALL
	ENHANCED WOOD FENCE
	POST & CABLE FENCE



TREE INVENTORY SUMMARY

	# OF TREES	# OF TREES *T.B.R.	**D.B.H.	D.B.H. T.B.R.	MITIGATION REQUIRED
ON-SITE	9	9	133	133	0
TOTAL	9	9	133	133	0

*T.B.R. = TO BE REMOVED

**D.B.H. = DIAMETER BREAST HEIGHT

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