



City of Woodland
Meeting Agenda
Planning Commission

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

June 16, 2022
6:30 PM

Please Note: The numerical order of items on this agenda is for the 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 Planning Commission on any item other than those listed on this 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 Chair 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. The option to submit a public comment via voicemail is no longer available. Written Public Comments Members of the public are welcome to submit written comments prior to the meeting. Comments should be submitted by email to planningcommissionmeetings@cityofwoodland.org. Written Comments received at least two (2) hours prior to the scheduled start time of the Planning Commission meeting will be provided to the Commissioners and posted to the City website as part of the official record of the meeting but will not be read into the record. Written Comments received within two (2) hours of the scheduled start time of the Planning Commission meeting and during the meeting will be provided to the Commissioners the day following the Commission meeting. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number and letter. If you are submitting written comments on an item not listed on the agenda, please identify your e-mail/comment as a General Public Comment. Note: Public comments at special meetings are limited to items on the agenda only.

G. APPROVAL OF MINUTES

H. PUBLIC HEARING

1. SUBJECT: Spring Lake Specific Plan, Ruby Estates Development (PLNG 22 - 00032) – Request to approve a Tentative Subdivision Map (TSM #5221), to allow Planned Development Overlay, a Conditional Use Permit, Site Plan and Design Review, and an Amended and Restated Development Agreement for a parcel of land (APN: 042-030-054) located within the Spring Lake Specific Plan Area to develop 87 single family lots under the R-15 multifamily Spring Lake Specific Plan designation.

RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission: 1. Receive the staff report; 2. Conduct a public hearing; 3. Adopt the attached Resolution No. PC# 22-07, recommending that the City Council: a) approve and confirm the use of the previously certified Turn of the Century EIR as the appropriate environmental review document in accordance with CEQA; b) approve a Planned Development Overlay and Conditional Use Permit; c) approve Tentative Subdivision Map #5221; d) approve Site Plan and Architectural Design Review, and e) approve the Amended and Restated Development Agreement between the City of Woodland and The New Home Company LLC, to develop the Ruby Estates Development project area located within the Spring Lake Specific Plan Area with Conditions of Approval.

I. BUSINESS ITEMS

J. STAFF OR COMMISSIONER COMMENTS

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.



TO: THE MEMBERS OF THE PLANNING COMMISSION
AGENDA: Planning Commission Meeting
DATE: June 16, 2022
ITEM #: H.1
SUBJECT: Spring Lake Specific Plan, Ruby Estates Development (PLNG 22 -00032)
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Planned Development Overlay, a Conditional Use Permit, Site Plan and
Design Review, and an Amended and Restated Development Agreement
for a parcel of land (APN: 042-030-054) located within the Spring Lake
Specific Plan Area to develop 87 single family lots under the R-15
multifamily Spring Lake Specific Plan designation.

Recommendation for Action: Staff recommends that the Planning Commission:

1. Receive the staff report;
2. Conduct a public hearing;
3. Adopt the attached Resolution No. PC# 22-07, recommending that the City Council:
 - a) approve and confirm the use of the previously certified Turn of the Century EIR as the appropriate environmental review document in accordance with CEQA;
 - b) approve a Planned Development Overlay and Conditional Use Permit;
 - c) approve Tentative Subdivision Map #5221;
 - d) approve Site Plan and Architectural Design Review, and
 - e) approve the Amended and Restated Development Agreement between the City of Woodland and The New Home Company LLC, to develop the Ruby Estates Development project area located within the Spring Lake Specific Plan Area with Conditions of Approval.

Staff Contact:

Megan Meier, Associate Planner, megan.meier@cityofwoodland.org, (530) 661-5814

Background:

The entire SLSP area was pre-zoned under Ordinance No. 1346, adopted on July 2, 2002. The project site was originally part of the larger Russell Ranch Development Turn of the Century Heritage Remainder Subdivision Map #4784, Rezone, and Development Agreement approved on January 6, 2006, Ordinance 1453. On July 1, 2014, City Council adopted Ordinance 1563, approving an amended Development Agreement and Tentative Subdivision Map #5048. The revised map (Map#5048) moved the Heritage Remainder R-15 site (APN:042-030-054) to the south, directly adjacent to County Road 25A, and reduces the acreage of the R-15 site from 8.22 to the current 7.03 acres.

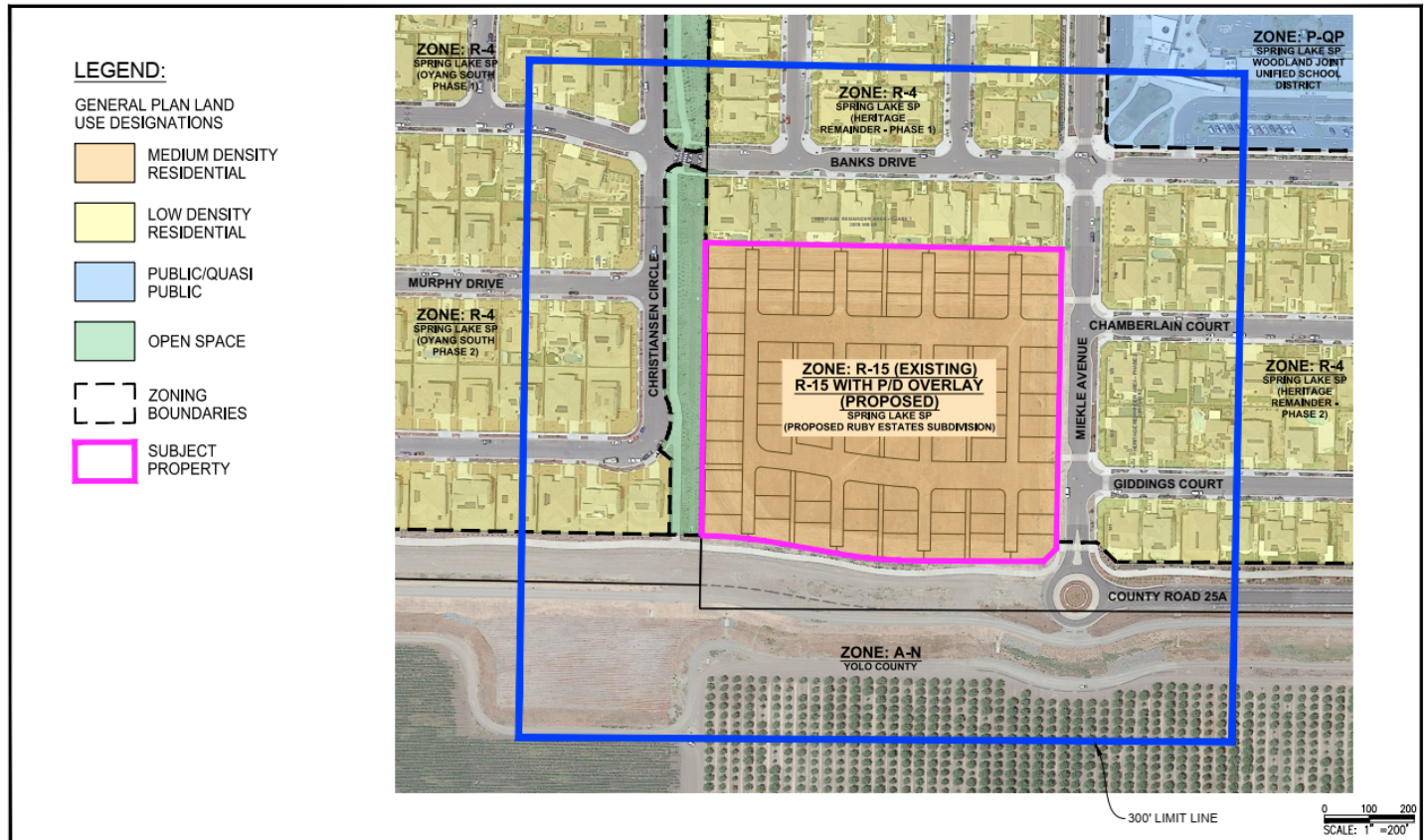
Additionally, prior to the DA approval, a Land Dedication Agreement dated April 19, 2005, was entered into by the Turn of the Century LLC that transferred very low-income unit obligation from the Heritage Remainder R-15 site to the site located at the southwest corner of Mickel Avenue and Farmers Central Road which was ultimately developed. The project site still retains the obligation to provide ten percent (10%) of the units as affordable to low-income.

On March 18, 2022, the project applicant, The New Home Company, submitted an application requesting development approvals on the 7.03 acre Spring Lake R-15 "Heritage Remainder" infill project site (APN:042-030-054). They are proposing to develop a small-lot product type that allows for smaller individual ownership lots in the development with private driveways, common paseos, reciprocal use side-yard easements, and a homeowners association (HOA). Along with the Tentative Subdivision Map, the development will include lot configuration, site layout, landscape, and architectural plans.

Discussion:

Project Site Description

The project site is located at the northwest corner of County Road 25A and Miekle Avenue. Curbs, gutters, sidewalks, and streetlights were installed on Miekle Avenue adjacent to the subject properties concurrent with the single-family development to the east. The project site is bordered to the north with existing single-family homes that back up to the property and front onto Banks Drive. To the west is a linear drainage area that runs the length of the property with greenbelts and additional single-family homes abutting Christiansen Circle. To the south of the property is County Road 25A which includes an existing greenbelt and an intersection roundabout at Miekle and County Road 25A.



Contextual Map

Project Proposal

The applicant proposes a Tentative Subdivision Map # 5221 and associated Planned Development (PD), Conditional Use Permit (CUP), Site Plan, Design Review (DR), and a Development Agreement (DA) for a parcel of land to allow the development of 87 single-family lots.

The applicant is proposing a small-lot single-family detached home product, with units ranging in size from 1,717 square feet to 2,131 square feet. The proposed project includes lot and site layout, conceptual landscaping as well as architectural home designs. The project proposes private loop drive circulation with alley-loaded garage access off the internal circulation loop. Additional circulation includes interior paseos and walkways.

Spring Lake Specific Plan Request

For the existing R-15 multi-family zoned parcel, the maximum allowed density of up to 15 dwelling units per acre, may be approved through site plan and design review only. The proposed project is designed at 12.4 units per acre which falls near the midpoint of the 10-15 units per acres specified for the R-15 zoning district. As such, the proposed density approximates the density of 12.5 units per acre which was used for planning and infrastructure design in Spring Lake for this parcel and therefore the parcel density will meet the Spring Lake Infrastructure Financing (SLIF) requirements.

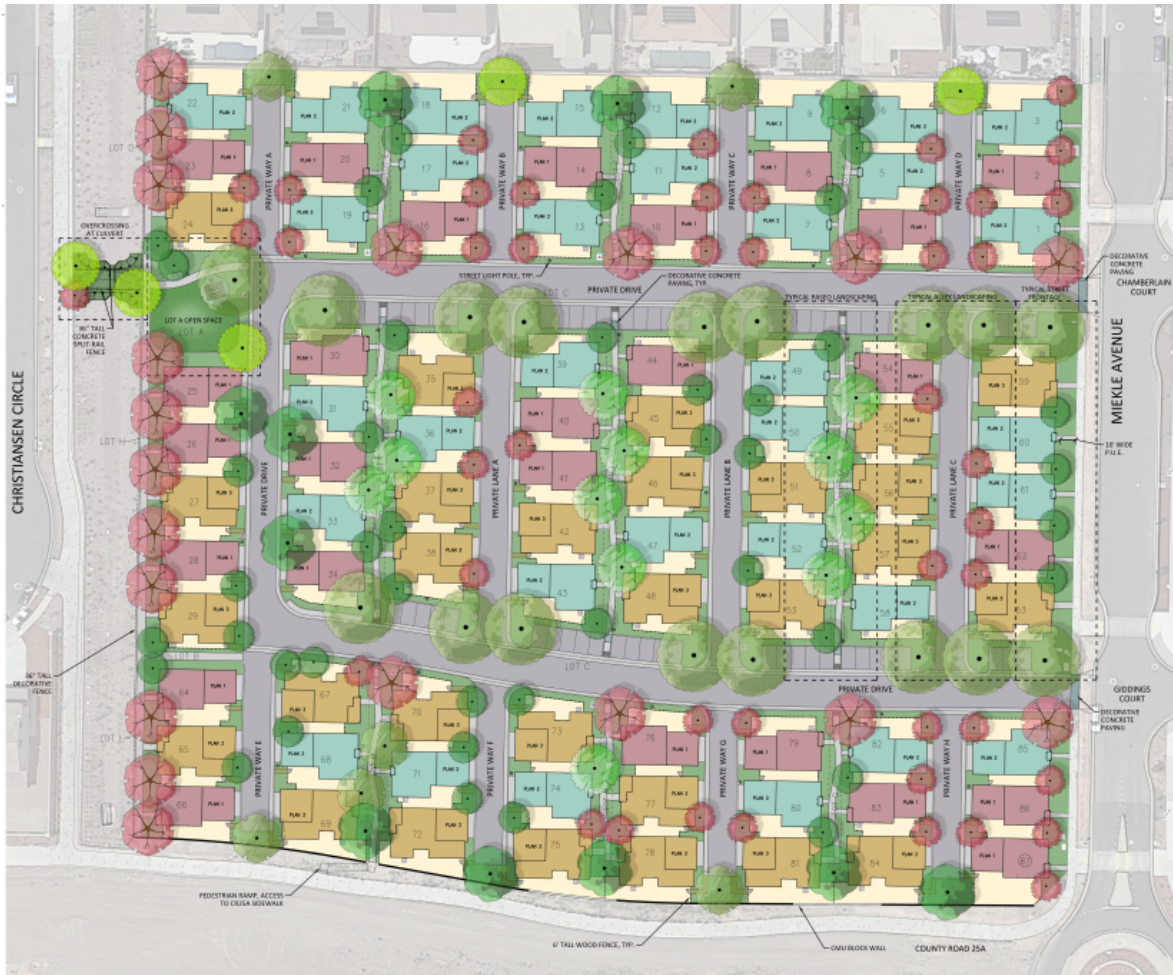
Tentative Subdivision Map Request

The layout of the proposed Tentative Subdivision Map #5221 will provide 87 single-family residential lots. The

average lot widths vary in size from 36 feet to 52 feet. It should be noted that certain parcels with smaller lot widths at the street have larger average widths based on wider dimensions at the rear of these lots. For example, a 20-foot front lot width (plus a 15-foot radius curb return) has up to a 48-foot wide rear width. For a more accurate assessment of lot width on these types of lots, we see that the average width is 36 feet, and the overall average lot width for the whole of the development is 37 feet which substantially complies with the minimum lot width requirement for the R-15 zone of 35 feet (12% are below 34 ft width). The Spring Lake Specific Plan does not have a required minimum lot size or lot depth. Lot sizes will range from 1,943 to 3,073 square feet with 2,367 average square feet.

The square shape of the parcel has resulted in parcels with lot depths of 55 to 60 feet in depth. The main circulation route within the development is on an internal private loop street, with a majority of the homes facing onto three interior paseos running north to south. All homes will have two-car garages, and an additional 59 guest parking spaces are to be provided on-site for a total of 233 parking spaces in the overall development. There is additional on-street parking available on Mickle Avenue and Christiansen Circle (via a pedestrian walkway). The two-car garages for the homes are alley-loaded with the main entryway accessed either from paseos or Mickle Avenue.

Under the proposed PD, setbacks will be 3.5-feet on either side, 4-feet to the rear of the garage/house, and 4 feet from the front of the house to the paseo open space parcel. Each of the interior pedestrian paseos that run north to south within the site, is 8-feet in width with each facing home having a 4-foot setback from the paseo allowing for a 16-foot open area between home fronts. The front yard setbacks along Mickle Avenue will be a minimum of 10 feet. Additionally, the side yards will be shared between lots to provide a larger area for waste receptacle storage and useable, private outdoor space. Homes will provide a minimum of 3.5-foot wide interior side yard and a reciprocal use easement allowing one home access rights to the adjacent property side yard providing a minimum of a 5-foot interior side yard to a 10-foot side yard on exterior lots adjacent to streets and boundary of site (usable outdoor space for each lot), and the setback of the proposed houses to the property to the north will be 10 feet as well.



Ruby Estates Plot Plan

Along the western project boundary, the house plans are configured to face onto the naturalized open space/drainage area and greenbelt to the west that was installed as part of the adjacent Spring Lake Oyang South development by Lennar Homes. Homes at the site perimeters are set back a minimum of 10-feet, consistent with Spring Lake's standard rear setback for R-15. Two pedestrian connections (Lots A & B) are proposed along the western edge of the site to provide connectivity to the homes fronting onto the naturalized open space and via a pedestrian walking path that will cross over to the Oyang South subdivision located west of Christiansen Circle. A pedestrian path will also be provided along the southern property boundary to provide connectivity to the overall Spring Lake perimeter greenbelt that is located along the north side of County Road 25A.

Lot A is proposed as an open space parcel for the project and will include a pergola and bench as shown in the enclosed landscape exhibits, as well as providing connectivity to the open space/drainage channel and existing subdivision to the west. The open space and overcrossing are located in the northwest portion of the site and align with the northern portion of the internal circulation loop, as well as providing connection to additional parking and greenbelts to the west in the Oyang South subdivision. This parcel along with the other lettered lots that comprise the paseos, pass-throughs, and shared walkway will provide access to the front doors of the homes on the western edge of the project site. The park, paseo, walkway, and shared landscaping account for approximately 17,860 square feet (.41 acres) of common open space. Homes along the east boundary will front onto Mickle Avenue to create an attractive street scene with alley-loaded garages in the rear. The front yard setbacks along Mickle Avenue will be a minimum of 10 feet.

A Homeowners Association will assist in the management of landscaping, utilities, and use restrictions, including a restriction on parking along interior driveways and a requirement that garage space is maintained for parking. Recreational vehicle parking will be prohibited.

Infrastructure

The developer will construct all internal private streets and utilities and all project components, including the paseo paths and landscaping. Perimeter utilities, including curb, gutter, sidewalk, and streetlights as well as a traffic-calming round-about were installed with the Heritage Remainder Phase Two subdivision improvements along Miekle Avenue. Project access will be primarily from the Collector Roadways, Miekle Avenue, as well as from County Road 25A with direct vehicular access from Miekle Avenue only. The project will provide water, sewer, storm drain, and other required utilities. An off-site culvert walking path will be installed as a crossing over the western naturalized open space/drainage area that will connect with the interior Spring Lake greenbelt and Oyang South development. Additionally, the development will install the completion of the traffic signal at County Road 25A and County Road 102.

Planned Development/Conditional Use Permit Request

The project proposes minor modifications from the minimum lot width and lot coverage zoning requirement as well as interior setback requirements provided in the Spring Lake Specific Plan. The purpose of the Planned Development (PD) Overlay is to encourage creative and more efficient use of land by providing some flexibility in design not possible through the strict application of zoning standards. The proposed modifications will allow a small-lot product, adding to the mix of housing types in the Spring Lake Specific Plan area.

The Spring Lake Specific Plan expresses a desire to see a variety of housing types, including small-lot infill. However, the standards provided at the time of the Spring Lake Specific Plan outlined in Table 2.4 do not explicitly allow exceptions for this small-lot product type that is currently occurring in the California housing market. Therefore, the PD Overlay will allow for modification of setbacks for this project. The setbacks for the perimeter conditions meet the required Plan standards and it is the project interior where exceptions are requested.

Site Plan and Design Review Request

The project application request includes site development plans including floor plans, landscaping, and architectural renderings. The project design review was performed using the Spring Lake Specific Plan (SLSP) (adopted December 18, 2001, and subsequently amended) and the Spring Lake Specific Plan Design Standards (SLSPDS) as approved May 20, 2003, and subsequently amended.

The architectural plans feature alley-loaded rear-entry garage orientations off the private. Home fronts are generally oriented toward interior paseos with exceptions on the east and west site boundary that face out to adjacent neighboring developments. Each home will have a two-car garage and the site will have additional 59 on-site guest parking spaces. The site has an internal circulation loop with the alleyways and paseos extending off this main circulation route. At the northwest portion of the development, there will be an open space park area with a picnic area and seating for flexible outdoor use.

Development Agreement Request

Resolution No. 3542, adopted on May 15, 1990, establishes procedures for the consideration of Development Agreements in Woodland. These procedures essentially parallel the requirements of Section 65864 et seq. of the Government Code. The Spring Lake Specific Plan (SLSP) requires that each developer enters 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. A development agreement was approved as part of the Heritage Remainder with subsequent amendments approved on July 1, 2014, by the City Council. An amended development agreement will replace the original agreement for the Ruby Estates properties. Final negotiated terms will be included in the development agreement prior to the City Council hearing on the application.

The proposed development agreement provides for negotiated features or amenities for the public benefit. Along with the standard impact fees associated with development, the proposed draft development agreement also includes the following:

- The applicant has agreed to pay fees in lieu of constructing the affordable housing of \$3,900 per lot for the ten percent low-income obligation for the nine units, which results in an overall payment of \$339,300. This is consistent with per unit in-lieu fees charged on other small-lot single-family projects in Spring Lake.
- The applicant has agreed to pay a General Purpose fee in the amount of \$5,000 per lot, which results in an overall payment of \$435,000. The funds are to be paid in one lump sum amount upon final map and will be

used for community facilities such as city pool, fire station and to improve bicycle and pedestrian connectivity, including but not limited to the planned Highway 113 bike/pedestrian overcrossing.

- The applicant has agreed to replace all frontage that is cracked and broken or does not meet ADA standards with City-Standard ADA-compliant driveways, curb, gutter, or sidewalk.
- 6-foot masonry privacy wall that will extend along most of the southern subdivision boundary.
- The completion of the traffic signal at County Road 25A and County Road 102

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:

- The legal notice was published in the Woodland Daily Democrat.
- Notices were mailed to all property owners within 1,000 feet of the project site.

Copies of the factual staff report for the proposed project have been on file at City Hall since June 10, 2022.

Environmental Clearance

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.

Technical Studies

The SLSP requires that each development application include certain project level and property-specific technical analyses to demonstrate consistency with the performance thresholds and requirements of the SLSP and SLSP Mitigation Monitoring Plan. The following studies have been prepared in fulfillment of these requirements as part of the Ruby Ranch Tentative Subdivision analysis. The applicant has submitted updated Geotechnical Evaluations. The Cultural Survey and Biological Analysis are from the original Tentative Map (July 1, 2014) submittal since there have been no new conditions that would require the submittal of new studies:

- Biological Resources Analysis, SLSP TOC 403 acres, Foothill and Associates, April 28, 2005
- Cultural Resources Survey and Assessments, TOC Development, Cultural Resources Unlimited, March 2005
- Limited Geotechnical Evaluation of Existing Fill, Heritage Development – Parcel 4 prepared for the project by Geocon Consultants, Inc. (Geocon) dated August 27, 2021 (Geocon Project No. S2028-05-01)
- Preliminary Geotechnical Feasibility Assessment, Proposed Residential Development – Ruby Estates prepared by Quantum Geotechnical, Inc. (Quantum) dated September 23, 2021 (Quantum Project No. H055.G)

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

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

Agricultural and Swainson Hawk Mitigation Easements

In 2006, the property secured mitigation easements via participation in the Merritt Property conservation easement. The project shall comply with the Swainson Hawk and Ground Nesting Raptor survey Requirements of the SL TOC EIR Mitigation Plan.

Review Agency Comments

The application was circulated for review by agencies of jurisdiction. The comments from Development Engineering, Public Works, Building, and Fire, 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

Land Use

The Spring Lake Specific Plan has been determined by the City Council to be consistent with the General Plan. The project, with the proposed conditions of approval, Development Agreement, and Tentative Subdivision Map, has been determined by staff to be consistent with the SLSP and with the goals and policies of the General Plan. The project is consistent with the medium density General Plan land use that allows a density of 8.1 to 19.9 dwelling units per acre, which allows a range of product types including apartments, town-homes, and small-lot development. The project is a small-lot single-family development at a proposed overall density of 12.5 dwelling units per acre. The project is consistent with key policies in the General Plan as summarized below:

Policy 2.A.5 Complete and Well-Designed Neighborhoods. Promote the development of complete neighborhoods with a physical layout and land use mix that allows for a diversity of incomes; puts residents in close proximity to services and amenities; promotes walking, biking, and transit use; fosters community pride; enhances neighborhood identity; ensures public safety; and meets the needs of all ages and abilities.

Policy 2.A.6 Infill Development. Encourage infill, redevelopment of, and development on underutilized sites, adaptive reuse, and the restoration of historic buildings in existing urbanized areas to enhance community character; promote pedestrian and bicycle-friendly neighborhoods, increase housing diversity, ensure the integrity of historic districts, optimize city investment in infrastructure, support increased transit use, and enhance economic vitality.

Policy 2.C.1 Compact Form. Promote compact development patterns, mixed land use, and higher development intensities that conserve land resources, reduce vehicle trips, improve air quality, and facilitate walking, bicycling, and transit use. Achieving the benefits of compact development as supported in this General Plan may result in potential tradeoffs related to traffic, noise, open space, and privacy. Sensitive design and appropriate performance standards may assist in mitigating these concerns. Where growth and increased density is allowed pursuant to this General Plan, these issues are acknowledged and accepted.

Policy 2.G.2 Sensitive New Development. Require new construction additions, renovations, and infill to be physically compatible with neighborhood context, historic development patterns, building form, and scale.

Policy 3.A.1 Vehicle Level of Service (LOS) Standard. Strive to develop and manage the roadway system to maintain a LOS D or better as defined in the latest edition of the Highway Capacity Manual during weekday AM and PM peak hour conditions.

Policy 3.D.3 Traffic Calming. Implement traffic calming design and devise, as funding allows, in existing and new development areas where appropriate to reduce vehicle speeds and preserve neighborhood livability.

Policy 3.H.6 Parking Standards. Reduce minimum parking requirements and set maximums over time, particularly for mixed-use and transit-oriented developments, to promote walk and bike-friendly environments throughout the city.

Climate Action Plan

The project applicant completed the Climate Action Plan (CAP) Checklist and has been determined to be consistent with the City's 2035 CAP. 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.

Each home shall include the installation of photovoltaic panels, be prewired for electric vehicle charging, provide high-efficiency HVAC, high-efficiency windows that are operable, and will provide for cross-ventilation, and energy-efficient lighting. Will meet all Title 24 requirements. The subdivision design encourages pedestrian use by including internal paseos and walkways that connect the project both internally and to surrounding areas. Bike storage is available in garages or in private yard areas of each home. Paseos and lot landscaping will utilize native and drought-tolerant landscaping. Canopy shade trees are proposed along all street fronts and adjacent to parking. Water-conserving fixtures and features are included in all homes and each home will have sufficient space for solid waste as well as green waste storage. The project will comply with construction recycling regulations. The project will comply with the recently adopted 2019 Building, Residential, Building Energy Efficiency Standards, and

California Green Building Codes.

Each home shall have a dedicated 240-volt, 40-amp circuit for an 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.

Concerning heat island concerns, the project will include substantial plantings as illustrated on the conceptual landscape plans. Large trees are provided for shading sidewalks and street parking. Within the development, trees will be planted to provide shading within internal walkways, at guest parking locations, and at homes

Zoning Ordinance Consistency

Lot Coverage - The maximum allowable lot coverage is 50 percent. Individual lot coverages vary from 37 percent to 65 percent, with an average of 53 percent lot coverage. The applicant has submitted a Planned Development (PD) proposal to allow increased individual lot coverage that exceeds 50%. With the overall project building coverage as a whole at 4.78 acres and the open space (less any driveway areas) at 0.41 acres resulting in an overall proposed coverage for the project of 67%

Off-Street Parking - Pursuant to Section 25-23-10A of the Zoning Ordinance, the applicable parking ratio for single-family is two (2) parking spaces per unit. The multi-family parking ratio is 1.5 spaces per unit. The project provides a minimum of two covered parking spaces in a garage for each unit. An additional 59 guest-parking stalls are provided on-site. A total of 233 parking spaces are provided on-site (parking ratio of 2.68) with additional on-street parking spaces available on Mickle Avenue and Christiansen Circle via the open space culvert overcrossing on the northwest property boundary.

Water Conservation Ordinance - The project shall comply with the City's Water Conservation Ordinance and any applicable state water conservation requirements.

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

Spring Lake Specific 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 to the various implementing documents of the SLSP including: Spring Lake Design Standards, Affordable Housing Plan, and the CEQA Mitigation Monitoring Program. The project is substantially consistent with the aforementioned documents.

The project has been reviewed for consistency with the Spring Lake Multi-family R-15 Standards.

Building Orientation – Development Standard 3.5 of the Spring Lake Specific Plan Design Standards requires street-facing facades, setbacks, and street orientation for R-15 density units that emulate single-family housing. The small-lot development is a newer design type and is not addressed under the SLSP. This type of community is typically alley-loaded units facing internally onto shared paseos, however, all of the homes next to collector roadways face out to the adjacent Spring Lake neighborhoods with units fronting onto Mickle Avenue and the naturalized drainage area adjacent to Christiansen Circle.

Pedestrian Circulation – the Spring Lake Design Standards require pedestrian access points that are separated from auto circulation routes. Standard 3.3 (d) states that "Pedestrian pathways shall include amenities such as trellises, trees, or other landscaping". The project provides a central north to south pedestrian paseo with perpendicular access provided midway through each parcel.

Open Space – Development Standard 3.7 states that private recreation amenities for tenants shall be provided in conjunction with open space. Because this project provides for individual lot ownership rather than a tenant-based rental project, private recreation space is provided for each lot in the form of a private space to the side and/or rear of each home. A common area open space is provided at the northwest boundary of the property (Lot A) and connects to larger community greenbelts and parks. A total of 29 percent of the project site is in public open space and 10 percent is in private yard area.

Energy Efficiency - The energy efficiency standards provided in the Spring Lake Development Standard 2.25 requires five percent (5%) of all units to have roof photovoltaic energy systems or other alternative energy systems. However, the project shall be required to meet the 2019 Building, Residential, Building Energy Efficiency Standards, and California Green Building Codes which now requires that all homes provide solar. All homes will have rooftop solar as well as other energy efficiency features as described in the project summary.

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 an opaque or semi-transparent water sealant to prevent water damage and staining. Fencing shall comply with Section 2.9 of the SL Design Standards. The project application fencing diagram illustrates that a 6-foot wooden fence will be installed on the north subdivision boundary. There is minimal grading differential along this northern boundary and the existing fence will be replaced or remain at the property owner's request. On the south subdivision boundary, a 6-foot high masonry privacy wall will extend along most of the length of this side. Additionally, a 36-inch tall black and tubular metal fence will be placed along the walkway fronting the homes that look onto the naturalized drainage area. The drainage area overcrossing will also be flanked on either side with a 36-inch tall decorative concrete split rail fence as illustrated on the attached fencing diagram.

Spring Lake Affordable Housing Plan

The project is subject to the Spring Lake Affordable Housing Plan, a multi-family requirement that requires 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. Per a prior Affordable Housing Land Dedication Agreement dated April 2005 between Russell Ranch Development and the City of Woodland, the required (20%) very low-income (VLI) multi-family units were transferred from the Heritage Remainder R-15 site to the Terracina at Spring Lake project on Mickle Avenue and Farmers Central Road within Spring Lake. The Ruby Estates R-15 site is still required to provide 10% of the units to low-income households based on the ultimate build-out of the property

Based on the remaining affordability requirement, the project will be required to provide 9 affordable units. The applicant is proposing to pay fees in lieu of constructing the affordable housing resulting in an amount as provided in the Development Agreement on a per-lot basis of \$3,900, which results in an overall payment of \$339,300. This is consistent with per unit in-lieu fees charged on other single-family projects in Spring Lake. The applicant has agreed to pay the total amount in a lump sum payment upfront rather than through incremental payments at the time of building permit issuance for each unit.

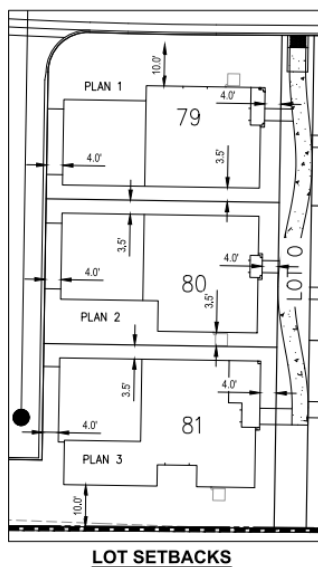
Planned Development Overlay and Conditional Use Permit

The applicant is requesting a proposed Planned Development (PD) overlay. The purpose of a PD is to allow flexibility in project design where appropriate. The proposal requests an exception from standard setbacks and lot coverage in order to allow the small-lot development with private drives. Setbacks along the project perimeter are consistent with Spring Lake standards.

The proposed Planned Development Overlay will accommodate the City's planned and desired minimum density of 12.5 units per acre in a detached, single-family configuration. The Planned Development Overlay will allow for reduced setbacks and other modified development requirements to achieve the stated density. The density and smaller homes also lend themselves toward entry-level homebuyers. The single-family detached configuration conforms better with the existing uses surrounding the site as compared to an attached multifamily.

Ruby Estates PD Overlay Development Comparison			
Parcel	PD	Spring Lake Standards	Comments
Area	1,900 – 3,000 ^{sq} /ft (2,367sq/ft average)	N/A	2,367 ^{sq} /ft average
Width	20-52 ft (37ft average)	35 ft	20-52 ft range 37 ft average
Setbacks			
Front (Paseo)	4ft to Paseo	10ft	From door to door it will measure 16ft in width on all internal Paseos
Front (Public Road)	10ft	10ft	SL setbacks are maintained on all homes visible from public roadways
Side	3.5ft Street side	5ft Interior 10ft Street side	10ft minimum maintained on corner lots
Rear	4ft	10 ft from site perimeter and on homes along western site boundary 4ft from alley	10ft minimum maintained adjacent to existing homes
Coverage			
Maximum Lot Coverage	40-67% per lot	50%	67% coverage over the whole of the development

Interior side-by-side homes will provide a minimum 3.5-foot side yard. A reciprocal use easement will allow one home the right to access a portion of the adjacent side yard providing a minimum 5-foot side yard space for each lot. Homes along the western boundary will not utilize the reciprocal easement as they have a 10-foot rear space for private use. Both conditions are illustrated in the exhibits below:



Allowing reasonable modifications that will facilitate the infill small-lot product will meet the intent of the Spring Lake Plan to provide a variety of housing types within Spring Lake. This product type may be desirable to those in varying stages of their lives who do not desire a large yard. In addition, this product type can offer an attractive home at a potentially moderate price range. The project as conditioned is consistent with the Spring Lake Specific Plan.

Subdivision Ordinance Consistency

Lot Development –The subject property is 7.03 acres in size. The proposed 87 R-15 lots range in size from 1,943 to 3,073 square feet. A minimum lot width of 35-feet is required for R-15 development. Overall, project lot widths range from approximately 36 to 52 feet with an average width of 37 feet. The Plan does not have a minimum lot depth or lot size requirement.

Lot Width Variation - 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 along the public street front on Meikle Avenue.

Block length - Development Regulation 2.34 and Table 2.4 lists the block length in the R-15 zone as 400 feet desirable with a maximum of 500 feet.

As an infill site, the block length has been determined by the location of the internal loop Drive, which split the two parcels into the inner and our loop. Further, the project provides two access driveways off of Meikle Avenue, which provides breaks in the street block.

Bicycle / Pedestrian Access – Development Regulation 2.24 requires access connections for bicycles and pedestrians to open space, parks, and subdivision trails. Internal paseo and walkway connections lead to the immediately adjacent greenbelt on County Road 25A and Christenson Circle. A bike path is also located on the east side of Meikle Avenue. Additionally, the project provides internal paseos and walkways throughout the development for pedestrian access with a footbridge over the western drainage area to adjoining bike and pedestrian greenbelts.

Alley Access Garages – Development Regulation 2.2.3 requires a minimum of 24 feet of backup space. The project drive aisle is 20 feet wide, and each unit is setback a minimum of 5-feet from the alley providing adequate backup space. Backup space for the guest parking spaces is provided at 20-feet. Section 17.116.080 (B) of the Zoning Code allows consideration for modified parking and maneuvering area dimensions subject to review by the Zoning Administrator and Traffic Engineer.

Infrastructure

External curb, gutter, sidewalk, and streetlights are existing and were installed along Meikle Avenue when Heritage Remainder Phase two was built. The approved SLSP Infrastructure Study Report satisfies the SLSP requirements for Water, Drainage, and Sewer Infrastructure Plans.

Access:

The project has two access points on Meikle Avenue which connect to County Road 25A. . Each entry is consistent with the City's Residential Driveway Detail at 24 feet wide. All drive entries include an enhanced pavement treatment to designate entry into the project.

Each unit in the subdivision will have a two-car garage accessed from the private alleyways off the internal loop drive. The public interface to all surrounding roadways will be provided with front-on units to Meikle Avenue and across from Christenson Circle. Each unit will have direct pedestrian access to either the existing exterior sidewalks or internal paseos. The units along the western boundary will be able to access public greenbelts through paseos and/or alley access points.

Water:

Water is available to the site through will be through a connection for domestic water from the existing 8-inch main stub within the northern site entrance, and the existing 8-inch water main tee in Meikle Avenue at the southern site entrance. The water improvements will be owned and maintained by the City. Water mains, water laterals, and water meters installed by the project will be publicly owned and maintained up to and including the meter. All publicly owned and maintained water facilities will be within a public utility easement. Water laterals beyond the meter are considered private. Private water facilities will be constructed in accordance with City Standards.

Sanitary Sewer:

The entire Ruby Estates development will flow to the existing sewer stub connecting to the existing sewer manhole within the Meikle Avenue and Chamberlain Court intersection. Sewer facilities throughout the project will be publicly owned and maintained up to and including the service cleanouts. All publicly owned and maintained sewer facilities will be within a public utility easement.

Storm Drainage

The project site consists of one drainage shed area which ultimately flows to the East Regional Detention Pond, which was designed to accommodate the subject project. The project site runoff will flow to the existing storm drain on Mickle Avenue. The first point of connection will be an existing drain inlet adjacent to the northern entrance to the site and the second connection will be at the southern entrance to another existing drain inlet. Storm drain improvements upstream of the points of connection are to be private and shall be owned/maintained by the HOA.

Storm Water Quality:

Storm water runoff from the project site will be directed to the East Regional Detention Pond (ERP) via the Heritage Parkway Truck storm drain pipe. The East Regional Pond also provides storm water quality improvement for the runoff for this site. As such, consistent with other developments within the East Regional Detention Pond drainage shed, additional storm water quality improvements will not be required within the development.

Homeowners Association

The project development will include the initiation of a Homeowners Association (HOA). The HOA shall be responsible for the maintenance of the privately owned streets, streetlights, and storm drainage. In addition, conditions restrict the use of the two-car garage space for any use other than parking and do not allow recreational vehicle parking. Parking will not be allowed on private alleys

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

Spring Lake Specific Plan Design Standards for Architectural Review

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. The project as proposed meets the requirements of the Design Standards.

Architecture/Elevations

The proposed neighborhood design within the Spring Lake Specific Plan incorporates three distinct alley-loaded (including exterior roadway and drainage area facing homes) floor plans with three exterior styles per plan. Special consideration has been given to the design of the corner lot homes with enhanced elevations and the exposure of the yard elevation (right elevation) to the internal loop street. These conditions create an overall neighborhood variety of 9 elevations. The neo-traditional design is a goal of the guidelines, presenting front doors to Mickle Avenue, internal paseos, and the west edge open space. As a multi-family project, the Spring Lake Design Standard does not specifically require a set number of floor plans and elevations. However, this project does provide individual single-family units. To achieve architectural diversity, the Spring Lake Specific Plan Design Standards require three (3) floor plans and sixteen (16) elevations, four (4 per plan) for a subdivision of 76-120 units. The Ruby Estates Development project proposes three floor plans each with three elevation styles for a total of nine (9) elevations. A detailed pre-plot exhibit is included along with details concerning materials and colors for each lot. Similar small-lot development that has previously been approved for the Spring Lake area has provided between 9 to 12 elevations. Landscaping and fencing are included in the Design Package.

The proposed living area of each floor plan varies in square footage from 1,717 square feet to 2,131 square feet. These homes offer 3 to 4-bedroom configurations. The smaller plan, a three-bedroom, and 2-bathroom unit are located on 30 percent of the lots. Each plan offers a two-car garage, a paseo to the front door, and a covered entry. The applicant has pre-plotted each unit's floor plan and elevation, as shown on the Site Development Plan in order to ensure a balanced mix of units.

Each unit has a minimum 3.5-foot side-yard setback. Each unit's garage side is proposed as a passive side with the opposite side as the active side with access directly from the unit via a patio door. The passive side of each unit will serve as an extension of the adjacent unit. Each 7-foot wide private patio activity space serves as the private yard area for each home that will be screened by a 5-foot high wood fence.

Each floor plan has two entry locations, one in a more typical location, located off the front of the home, and the other location as a 'side entry' location leading to the private open space area. The entry door location varies based on how the home is situated. Homes may 'front' onto an internal paseo, an exterior street, or to a naturalized open space area.

A desired intent of the SLSP is to create variety and interest along a street. Toward this end, the applicant has worked to develop architectural styles that provide for significant differentiation. The project includes designs for Spanish, Farmhouse, and Craftsman architectural styles. All the homes have some stucco finish that will be a smoother light sand stucco finish. The following descriptions have been provided by the architect regarding the

architectural styles:

Spanish

The Spanish-style homes are distinct with simple massing, low pitched gable roofs with concrete low profile S-tile, stucco walls, and arched portal entries. Some of the specific style details include round pipe gable accents, windows with simple grids, stucco trim, and enhanced sill treatments.

Farmhouse

The Farmhouse homes utilize a more casual cottage look with mainly gable roof lines. A combination of materials, colors, and details are used on the homes. The walls are finished in stucco with vertical board and batten siding accents, the windows are fully trimmed and gables are highlighted with outlookers. Specific style details include corbels, a 4 over 1 window mullion pattern, and enhanced gable end accents.

Craftsman

The Craftsman homes share the tradition of wider eave overhangs, shallow-pitched gabled roofs, and outlookers. The walls are a combination of stucco and horizontal siding. All windows are fully trimmed and utilize a 3 or 2 over 1 mullion pattern.

Landscaping

The project proposes to landscape the site, including both public and private spaces. The public open space will be landscaped as well as interior paseos and patios. The final choice of street trees will be coordinated with the City's Public Works division prior to issuance of permits and will provide for a mix of species, consistent with city policies. Along Mickle Avenue the City will maintain the parkway landscape strips. However, all areas located back of the sidewalk will be maintained by the HOA.

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 for Action: Staff recommends that the Planning Commission:

1. Receive the staff report;
2. Conduct a public hearing;
3. Adopt the attached Resolution No. PC# 22-07, recommending that the City Council:
 - a) approve and confirm the use of the previously certified Turn of the Century EIR as the appropriate environmental review document in accordance with CEQA;
 - b) approve a Planned Development Overlay and Conditional Use Permit;
 - c) approve Tentative Subdivision Map #5221;
 - d) approve Site Plan and Architectural Design Review, and
 - e) approve the Amended and Restated Development Agreement between the City of Woodland and The New Home Company LLC, to develop the Ruby Estates Development project area located within the Spring Lake Specific Plan Area with Conditions of Approval.

Prepared By: Megan Meier, Associate Planner

Reviewed By: Cindy Norris, Principal Planner

Attachments:

1. Resolution PC 22-07
2. Contextual Map
3. TM General Application Form
4. Ruby Estates Project Narrative
5. Project Information Summary Sheet Ruby Estates
6. PD Overlay Exhibit
7. Tentative Subdivision Map Ruby Estates
8. Geotechnical 12-16-21
9. Ruby Estates Conditions of Approval

10. Landscape Concept Image Boards
11. Fence Diagram
12. Lotting Matrix-Ruby Estates
13. Architectural Design Plan Set
14. Ruby Estates Draft DA

RESOLUTION NO. PC 22-07

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WOODLAND RECOMMENDING THE CITY COUNCIL APPROVAL OF TENTATIVE SUBDIVISION MAP NO. 5221, PLANNED DEVELOPMENT AND CONDITIONAL USE PERMIT, AND SITE PLAN AND DESIGN REVIEW FOR RUBY ESTATES PROJECT IN ACCORDANCE WITH THE CONDITIONS OF APPROVAL, AND APPROVAL OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WOODLAND AND THE NEW HOME COMPANY OF NORTHERN CALIFORNIA LLC

WHEREAS, the applicant, The New Home Company of Northern California LLC of Northern California LLC, filed Planning Application # PLNG 22-00032, proposing a Tentative Subdivision Map (TSM No.5221), Planned Development Standards, Conditional Use Permit, Site Plan and Design Review, and a Development Agreement, to develop 7.03 acres of the Spring Lake R-15 Heritage Remainder Area within Spring Lake (APN:042-030-054); and

WHEREAS, the Woodland Planning Commission held a duly noticed public hearing on June 16, 2022, to review and consider recommending to the City Council approval of the proposed Ruby Estates Project in Spring Lake (“Project”) including Tentative Subdivision Map No. 5221, Planned Development Standards, Conditional Use Permit, Site Plan and Design Review, 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 a one thousand-foot (1,000-ft) 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 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 and adoption of addenda to the Turn of the Century EIR dated December 18, 200, November 19, 2002, December 17, 2002, and April 15, 2003.

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 has revised all plans and documents regarding the proposed Tentative Subdivision Map 5221, Planned Development Standards and Conditional Use Permit, as well as Site Plan and Design Review providing for complete site development; 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, Planned Development, Conditional Use Permit, Site Plan and Design Review 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 does not require a General Plan Amendment and does not trigger any significant impacts.
- b. Overall The Project is consistent with the goals and policies of the General Plan and encourages infill housing development on a remainder parcel in the Spring Lake Specific Plan area.
- c. The Project is consistent with the goals and policies of the Housing Element by meeting the requirements of the Spring Lake Affordable Housing Plan as conditioned, and by providing additional housing options by offering a small lot single family product which is not widely represented in the City.

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 provides a small lot single family product which is a multi-family housing product type encouraged in the Specific Plan.
 - 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. 5221), Planned Development, and CUP findings:
- a. The proposed Tentative Subdivision Map as conditioned 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 small lot 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.
 - 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 (Jurisdictional Delineation and Special Status Species, Gibson & Skordal, December 2003) 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. As part of the SLSP requirements, the project has mitigated for agriculture and hawk habitat
 - e. The design of the proposed subdivision will not cause serious public health problems and is not anticipated to have any negative impacts on Project residents

or occupants of the surrounding area. The project has exceeded requirements for on-site parking.

- f. The subdivision design will not conflict with easements acquired by the public at large, any new easements have been made conditions of map approval.
4. The Planning Commission does hereby recommend that the City Council:
- a. approve the the previously certified Turn of the Century EIR as the appropriate level of environmental review in accordance with the California Environmental Quality Act (CEQA);
 - b. approve Tentative Subdivision Map #5221;
 - c. approve a Planned Development Overlay and Conditional Use Permit;
 - d. approve Site Plan and Design Review; and
 - e. approve the Development Agreement between the City of Woodland and The New Home Company of Northern California LLC LLC, to use and develop the Ruby Estates project area located within the Spring Lake Specific Plan Area with Conditions of Approval.

PASSED AND ADOPTED by the Planning Commission of the City of Woodland at a regular meeting on the 16th day of June 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marco C. Lizarraga, Chairperson

ATTEST:

Cindy Norris, Planning Commission Secretary

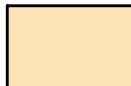
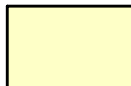
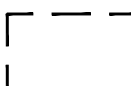
Attachments:

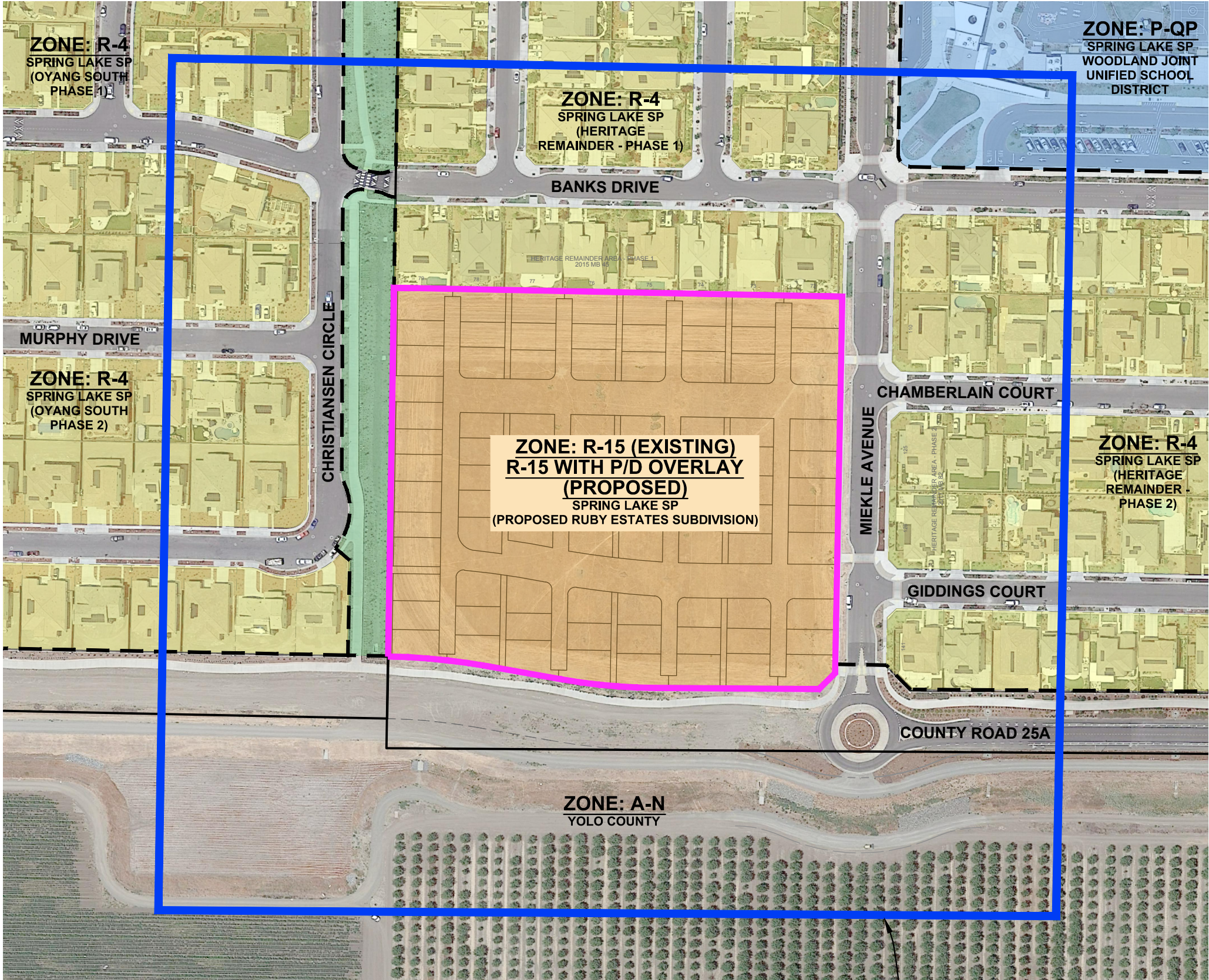
- 1. Planning Commission Resolution PC 22-07
- 2. Contextual Map
- 3. TM General Application Form
- 4. Ruby Estates Project Narrative

5. Project Information Summary Sheet Ruby Estates
6. PD Overlay Exhibit
7. Tentative Subdivision Map Ruby Estates
8. Geotechnical 12-16-21
9. Conceptual Landscape Diagram
10. Fence Diagram
11. Lotting Matrix-Ruby Estates
12. Architectural Design Plan Set
13. Ruby Estates Draft DA
14. Ruby Estates Conditions of Approval

LEGEND:

**GENERAL PLAN LAND
USE DESIGNATIONS**

-  MEDIUM DENSITY
RESIDENTIAL
-  LOW DENSITY
RESIDENTIAL
-  PUBLIC/QUASI
PUBLIC
-  OPEN SPACE
-  ZONING
BOUNDARIES
-  SUBJECT
PROPERTY



300' LIMIT LINE

0 100 200
SCALE: 1" = 200'

DESIGNED BY: CC
DRAWN BY: LE
CHECKED BY: SG

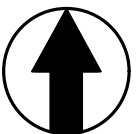
SCALE
1" = 200'



CECWEST.COM
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■ Sacramento Office ■ Davis Office
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Sacramento, CA 95818 Davis, CA 95618
(916) 455-2026 (530) 758-2026

CITY OF WOODLAND

**CONTEXTUAL MAP
RUBY ESTATES**



CALIFORNIA

SHEET
1
OF
1
DATE: 03/04/2022
JOB NO: 1863.10.03

General Application Form

1. OWNER/APPLICANT

Property Owner:

Ruby Realty Investors, LLC; Glenn Matsuhara

Mailing Address:

1480 Moraga Road, Suite C103

City State Zip Code:

Moraga, CA 94556

Phone Number:

(510) 913-3873

E-mail Address:

matsusf@aol.com

Project Applicant:

The New Home Company; Justin Walters

Mailing Address:

1508 Eureka Road, Suite 290

City State Zip Code:

Roseville, CA 95661

Phone Number:

(916) 757-1197

E-mail Address:

JWalters@nwhm.com

2. PROJECT DESCRIPTION

Project Name:

Ruby Estates

Total Acres or Square Feet:

7.03 acres

General Plan Land Use Designation:

Medium Density Residential

Existing Zoning:

Spring Lake Specific Plan, R-15

Site Address or Location:

NW corner of CR25A and Mickle Avenue

Assessor's Parcel Number(s):

042-030-054

Is Project in Flood Zone? ☐ Yes ☒ No

Requested Entitlement/Permit Type:

Tentative Subdivision Map, PD Overlay, Design Review, Public Right-of-Way Abandonment

PROJECT NARRATIVE/JUSTIFICATION STATEMENT: On a separate sheet, please provide a written description of the project being proposed for development including justification. It must include a description of the project and detailed scope of work including how the project will address potential negative effects on the community. A Design Concept Narrative is also required for Site Plan and Design Review entitlement requests.

3. AUTHORITY TO FILE APPLICATION

Check one: ☐ Property Owner ☐ Power of Attorney* ☒ Contract to Purchase* ☐ Other*

*Attach Evidence of Authority/Letter of Agency (see attached template)

ACKNOWLEDGEMENT: 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

[Signature] 3-1-2022
Applicant Date

Applicant Date

Legal Owner Date

Legal Owner Date

DEPARTMENT USE ONLY

Entitlement Type

- | | | |
|--|---|---|
| ☐ Zoning Administrator Permit (ZAP) | ☐ Zoning Amendment | ☐ Sign Plan |
| ☐ Conditional Use Permit (CUP) | ☐ Zone Interpretation | ☐ Tentative Parcel Map |
| ☐ CUP/PUD/ZAP Modification | ☐ Design Review | ☐ Tentative Subdivision Map |
| ☐ Annexation Application | ☐ Site Plan Review | ☐ Amendment to Tentative Map |
| ☐ Lot Line Adjustment | ☐ General Plan Petition | ☐ Variance |
| ☐ Lot Merger | ☐ General Plan Amendment | ☐ Other: _____ |

Is this request related to another development? _____

☐ Yes ☐ No

Explain: _____

Intake

Amount Paid: _____

Amount Owed: _____

Logged by: _____ Date: _____

Planner: _____ Date: _____

Project No: _____

Ruby Estates

Project Narrative

Prepared 10-March-2022

The Ruby Estates project is a proposed new, in-fill residential subdivision located at the northwest corner of the Miekle Avenue and County Road 25A intersection within the Spring Lake Specific Plan (SLSP) area in the City of Woodland. The subdivision includes a total of 88 single family lots, open space parcels and related street and utility improvements.

The subject site is currently undeveloped. The applicant proposes to achieve a density for the site of 12.5 units per acre with a single family detached product. The proposed density of 12.5 units per acre falls at the mid-point of the R-15 zoning range of 10-15 units per acre. To achieve said density, a Planned Development Overlay is being requested. The streets and storm drain improvements within the subdivision are intended to be privately owned and maintained by an HOA established for the development. One of the main goals of the proposed project is to provide a single family detached housing product within the current R-15 zoning district, thereby creating a detached product for entry level home buyers.

Requested Entitlements

The requested entitlements include:

- Tentative Subdivision Map
- A Planned Development Overlay to integrate modified development requirements (i.e. reduced setbacks, private streets, side yard access easements) to accommodate the density envisioned for the property
- Design Review
- Confirmation of the previously certified EIR for the Spring Lake Specific Plan which included the subject site
- Development Agreement
- Request for the abandonment of approximately 170 square feet of road right-of-way at the Miekle Avenue/County Road 25A intersection

History

The subject site is approximately 7.03 acres and is currently vacant / undeveloped. Historically, the property was used for agriculture.

Physical Features

The property is an in-fill project surrounded by existing development. It is bordered by the existing Heritage Remainder Area Phase 1 subdivision to the north, Miekle Avenue to the east, Christiansen Circle and adjacent drainage swale to the west, and County Road 25A (future) to the south. The site is southwest of the Spring Lake Elementary School and just over a mile east of Highway 113. The existing project site is primarily pervious.

Proposed Development

Subdivision Layout:

The layout of the proposed subdivision includes a total of 88 single-family lots with lot sizes that range from approximately 1,900 SF to 3,000 SF (exclusive of the front walkways and paseos). The two-car garages for the homes are alley loaded while the front door to each home is accessed off paseos located throughout the subdivision. The proposed setbacks will be 3.5-feet on either side, 4-feet to the rear of the garage/house, and 4 feet from the front of the house to the paseo open space parcel. Houses along Mickle Avenue will front onto Mickle Avenue to create an attractive street scene with alley loaded garages in the rear. The front yard setbacks along Mickle Avenue will be a minimum of 10 feet.

The alley loaded home configuration coupled with the proposed setbacks establishes the need for 4-foot-long driveways that do not provide parking outside of the garage. Additionally, the side yards will be shared between lots to provide a larger area for waste receptacle storage and useable, private outdoor space. The applicant is requesting that approximately 170 SF of City right-of-way be abandoned on the northwest corner of the Mickle Avenue/County Road 25A intersection to create a more desirable lot configuration for the proposed home on Lot 88.

Lot A has been proposed as an open space parcel for the project providing a pergola and bench as shown in the enclosed landscape exhibits, as well as providing connectivity to the open space/drainage channel and existing subdivision to the west. This parcel along with the other lettered lots that comprise the paseos, pass-throughs, and shared walkway (providing access to the front doors of the homes on the western edge of the project site) account for approximately 15,500 SF of common space. Lastly, two items are to be built along with this subdivision per the Spring Lake Capital Improvement Plan and will be eligible for reimbursement and/or credits for Spring Lake Infrastructure Fees (SLIF). These items include a 6-foot masonry privacy wall that will extend along most of the southern subdivision boundary, and the completion of the traffic signal at County Road 25A and County Road 102.

Circulation / Parking: There will be two vehicle ingress/egress points for the site, both off Mickle Avenue. The loop street and alleys within the subdivision (Lot C) will be privately owned and maintained by the HOA. Vehicular parking for guests is provided at the end caps of the lots within the subdivision and accessed from the loop road. A total of 59 onsite guest parking spaces are provided. Mickle Avenue and Christiansen Circle also have on-street parking. Two vehicular parking spaces are also provided within the garage of each unit.

Two pedestrian connections (Lots A & B) are proposed along the western edge of the site to provide connectivity to the Oyang South subdivision located west of Christiansen Circle. A pedestrian path will also be provided in the southwest corner of the site to provide connectivity to pathway along the north side of County Road 25A.

Waste Receptacles: Three receptacle toters are provided for each residence. The placement of the toters for pick-up is proposed at the face of the garage of each residence. Refer to the enclosed exhibit for locations and truck turning exhibits.

Side-yard Easements: The lots will have a burden and/or a benefit easement along the side-yards of the single family lots to create more usable space for the residents as well as space for waste receptacle storage. Refer to the enclosed exhibit for a typical representation of the easement areas.

Architectural Design

Our new neighborhood design within the Spring Lake Specific Plan incorporates three distinct alley-loaded floor plans with three exterior styles per plan. Special consideration has been given to the design of the corner lot homes with the exposure of the yard elevation (right elevation) to the internal loop street. These conditions create an overall neighborhood variety of 18 elevations. The neo-traditional design is a goal of the guidelines, presenting front doors to Mickle Avenue, internal paseos and the west edge open space.

FARMHOUSE

The Farmhouse homes utilize a more casual cottage look with mainly gable roof lines. The walls are finished in stucco with vertical board and batten siding accents, the windows are fully trimmed and gables are highlighted with outlookers. Specific style details include corbels, a 4 over 1 window mullion pattern, and enhanced gable end accents.

CRAFTSMAN

The Craftsman homes share the tradition of wider eave overhangs, shallow pitched gabled roofs, and outlookers. The walls are a combination of stucco and horizontal siding. All windows are fully trimmed and utilize a 3 or 2 over 1 mullion pattern.

SPANISH

The Spanish style homes are distinct with simple massing, low pitched gable roofs with concrete low profile S-tile, stucco walls, and arched portal entries. Some of the specific style details include round pipe gable accents, windows with simple grids, stucco trim and enhanced sill treatments.

Utility Design

Water: Points of connection for domestic water will be from the existing 8-inch main stub within the northern site entrance, and the existing 8-inch water main tee in Mickle Avenue at the southern site entrance. The water improvements will be owned and maintained by the City.

Sanitary Sewer: The entire Ruby Estates development will flow to the existing sewer stub connecting to the existing sewer manhole within the Miekle Avenue and Chamberlain Court intersection. The sewer improvements will be owned and maintained by the City.

Storm Drainage: The project site consists of one drainage shed area which ultimately flows to the East Regional Detention Pond, which was designed to accommodate the subject project. The project site runoff will flow to the existing storm drain in Miekle Avenue. The first point of connection will be an existing drain inlet adjacent to the northern entrance to the site and the second connection will be at the southern entrance to another existing drain inlet. Storm drain improvements upstream of the points of connection are to be private and shall be owned/maintained by the HOA.

Storm Water Quality: Storm water runoff from the project site will be directed to the East Regional Detention Pond via the Heritage Parkway Truck storm drain pipe. The East Regional Pond also provides storm water quality improvement for the runoff for this site. As such, consistent with other developments within the East Regional Detention Pond drainage shed, storm water quality improvements will not be required within the development.

Affordable Housing Plan

The in-lieu fee option is intended to be utilized to satisfy the low-income affordable housing requirement for the single-family lots. The very low-income requirement was previously met by the master developer of the Heritage Subdivision, which the project is contained within.

Environmental Review

The impacts of the proposed project were already considered in the previously approved Environmental Impact Report prepared as part of the Spring Lake Specific Plan. This property previously participated in the creation of mitigation easements for the loss of ag land and Swainson's Hawk foraging habitat.

Justification

The proposed project is justified for the following reasons:

- The proposed project is consistent with the city's general plan, the Spring Lake Specific Plan and the current R-15 zoning.
- The site is consistent with the SLSP density, and the desired unit count and guest parking as expressed in previous preliminary meetings with City staff.
- The site is ideal for providing increased housing opportunities, given its close proximity to the existing Spring Lake Elementary School, Rick Gonzalez Park, and other public services.
- The proposed Planned Development Overlay will accommodate the City's planned and desired minimum density of 12.5 units per acre in a detached, single-family configuration. The Planned Development Overlay will allow for reduced setbacks and other modified development requirements to achieve the stated density. The density and smaller homes also lend themselves toward entry level homebuyers. The single-family detached configuration conforms better with the existing uses surrounding the site as compared to an attached multi-

story, multi family structure(s). The proposed density of 12.5 units per acre is consistent with the anticipated development density / impact fee generation necessary to amortize the cost of the Spring Lake infrastructure in the Spring Lake CFD. Therefore, the project helps complete the installation and/or generates fees to pay for planned and existing infrastructure within the SLSP.

PROJECT INFORMATION SUMMARY SHEET

Spring Lake Specific Plan, Parkside 3 Project (PLNG 22 -00007) – Request to approve a Tentative Subdivision Maps (TSM #5221) a Zoning Amendment to allow Planned Development Overlay, a Conditional Use Permit, Site Plan and Design Review, and a Development Agreement for a parcel of land located within the Spring Lake Specific Plan Area to allow development of 87 single-family lots, consistent with the Medium Density General Plan land use designation and multi-family R-15 specific plan designation for the property. APN: 042-030-054

Location: The subject parcel (APN 042-030-054, 7.03 acres) is located at the northwest corner of Mickle Avenue and County Road 25A. The subject properties are located within the original Heritage Remainder Tentative Subdivision Map 5048 approved on June 13, 2014.

Applicant/Owner:

Applicant: Ruby Realty Investors, LLC, 1480 Moraga Road Suite C103, Moraga CA, 94556

Owner: The New Home Company 1508 Eureka Road, Suite 290, Roseville CA, 95661

Environmental Review: The project is consistent with the Environmental Impact Report (SCH #99022069, Turn of the Century EIR) on the Spring Lake Specific Plan certified on August 15, 2000 and with prior addenda to the Turn of the Century EIR. The proposed project, which result in a fewer number of residential units than originally contemplated, will result in environmental impacts that are similar to those identified in the previous EIR. Infrastructure improvements beyond those previously anticipated will not be required. The proposed project will result in a similar number of residential units, as contemplated in the original EIR, and will result in environmental impacts similar to those identified in the previous EIR.

APN: APN 042-030-054, 7.03 acres

Project Planner: Megan Meier, Associate Planner

Staff Recommendation: Recommend City Council Approval with Conditions

Report For: Planning Commission Public Hearing, June 16, 2022

General Plan Designation: Medium Density (8.1 – 19.9 DU/Gross Acre)

Current Zoning: Multi- Family/R-15 (10-15 DU/Acre)

Specific Plan Designation: Spring Lake Specific Plan

Existing Land Uses: Vacant/ Existing curb, gutter, sidewalk, and street lights.

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: Mickle Avenue via County Road 25A

Adjacent Land Uses & Zoning:

Direction	Land Use	Zoning
North	Existing Single Family Homes	R-4
South	County Road 25 A & Agriculture	County
East	Existing Single Family Homes	R-4
West	Existing Single Family Homes	R-4

Applicable Laws, Codes & Ordinances:

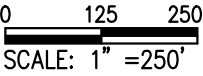
This project is subject to several laws, codes and ordinances:

- The City of Woodland General Plan
- The City of Woodland Zoning Ordinance
- California Environmental Quality Act (CEQA)
- Spring Lake Specific Plan (SLSP)
- SLSP Mitigation Monitoring Plan (MMP)
- SLSP Affordable Housing Plan

EXISTING



PROPOSED



DESIGNED BY: CC
DRAWN BY: LE
CHECKED BY: SG

SCALE
1" = 250'



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

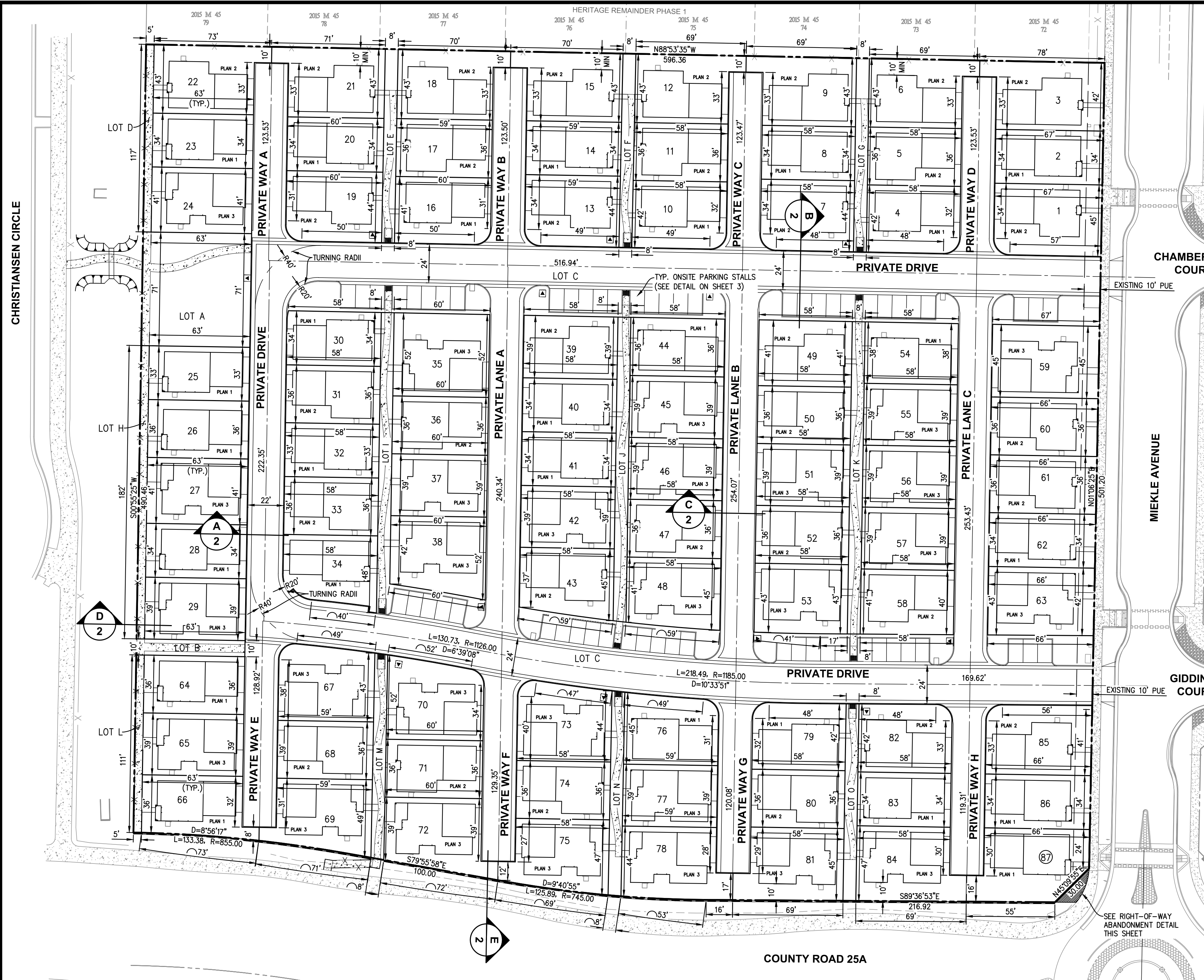
CITY OF WOODLAND

PLANNED DEVELOPMENT OVERLAY EXHIBIT
RUBY ESTATES



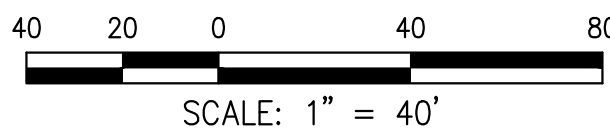
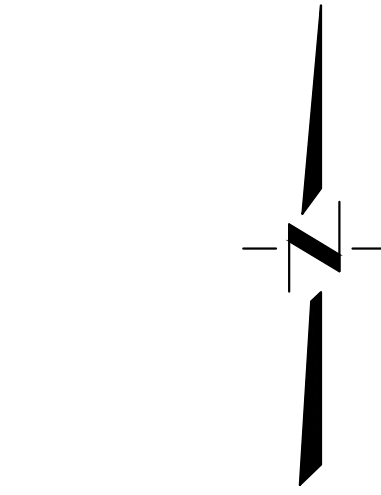
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CALIFORNIA



LEGEND:

- PROPERTY LINE
- PROPOSED LOT LINE
- PROPOSED ROAD CENTERLINE
- PROPOSED EDGE OF PAVEMENT
- PROPOSED FENCE
- EXISTING EDGE OF PAVEMENT
- EXISTING FENCE
- EXISTING CONTOUR LINES



SHEET INDEX

STREET & LOTTING PLAN	1
GRADING, DRAINAGE, & UTILITIES PLAN	2
PARKING, CIRCULATION, & WASTE RECEPTACLE PLAN	3

PROJECT PHASING

THE SUBDIVISION WILL BE FINAL MAPPED IN ONE PHASE AS CONCEPTUALLY SHOWN HEREIN.

LOT SIZES

THE BUILDER RESERVES THE RIGHT OF LOT WIDTH MODIFICATION AT THE FINAL MAP STAGE BASED UPON SELECTION OF FLOOR PLANS AND MARKET DEMAND, SUBJECT TO THE APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR.

AFFORDABLE HOUSING UNITS

THE LOW INCOME AFFORDABLE HOUSING REQUIREMENT FOR SINGLE FAMILY LOTS WILL BE MET WITH IN-LIEU FEES, THE VERY LOW INCOME REQUIREMENT HAS PREVIOUSLY BEEN MET.

NOTES:

- THIS MAP WAS PREPARED UNDER THE DIRECTION OF STEVEN J. GREENFIELD, RCE 50880.
- ALL INFORMATION ON THIS MAP IS DEEMED TO BE OF A PRELIMINARY NATURE, AND IS NOT TO BE RELIED ON FOR SURVEY OR PROPERTY LINE INFORMATION.
- THE EXISTING BOUNDARY AND TOPOGRAPHY INFORMATION IS BASED ON A FIELD SURVEY PERFORMED BY PHILLIP ENGINEERING, DATED 03/01/2021
- 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.

LAND USE COMPARISON CHART

EXISTING SPECIFIC PLAN			PROPOSED TENTATIVE SUBDIVISION MAP		
ZONING	AREA	UNITS PERMITTED	AREA	# UNITS	PROPOSED DENSITY
SLSP R-15 (10-15 DU/AC)	7.03 AC.	70 - 105	7.03 AC.	87	12.38 DU/AC

LAND USE SUMMARY

GENERAL PLAN LAND USE / ZONING DESIGNATION	EXISTING AREA	PROPOSED AREA
MEDIUM DENSITY RESIDENTIAL / SLSP R-15 (10-15 DU/AC)	7.03 AC.	4.78 AC.
PRIVATE ROADWAYS (LOT C)	0.0 AC.	1.84 AC.
SUBDIVISION TRAIL & WALKWAYS / PASEOS	0.0 AC.	0.41 AC.
TOTALS:	7.03 AC.	7.03 AC.

PUBLIC / QUASI PUBLIC LOT SUMMARY

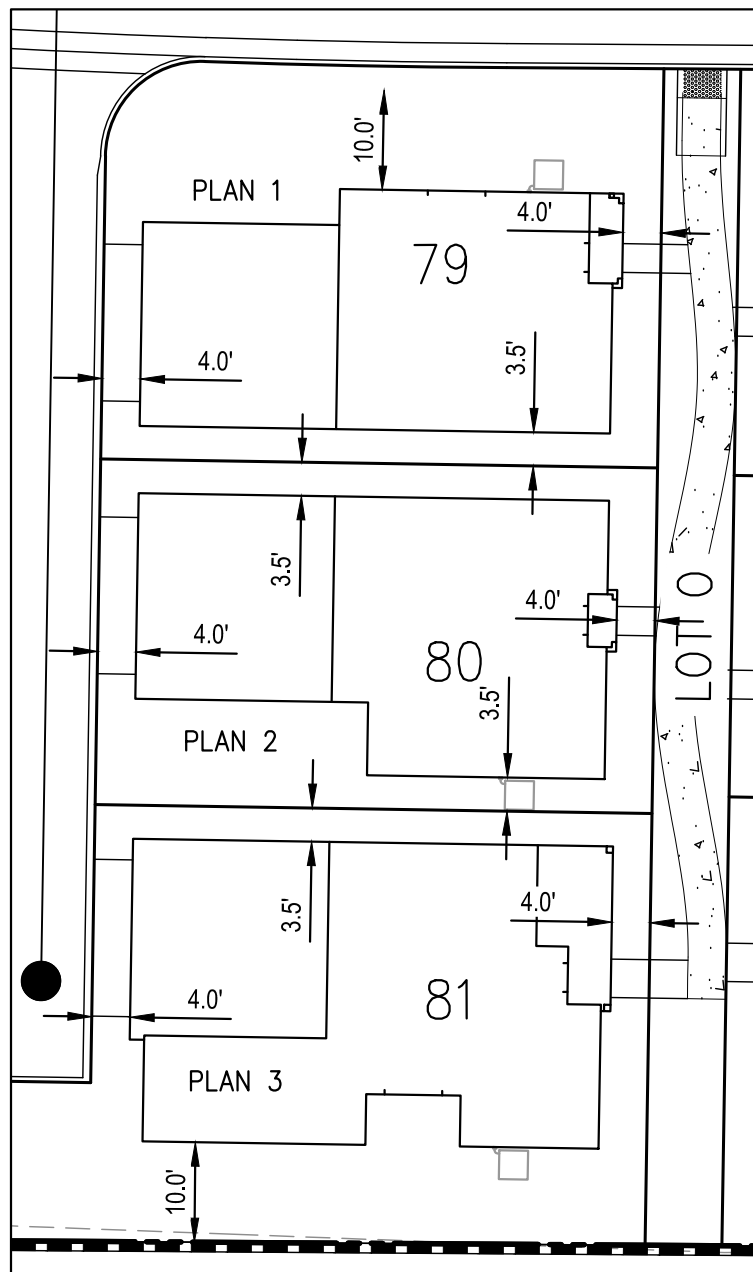
LOT A	SUBDIVISION TRAIL CORRIDORS
LOT B, D-O	SUBDIVISION WALKWAYS / PASEOS
LOT C	PRIVATE ROADWAYS & VISITOR PARKING

INTERSECTION CURB RADII TABLE

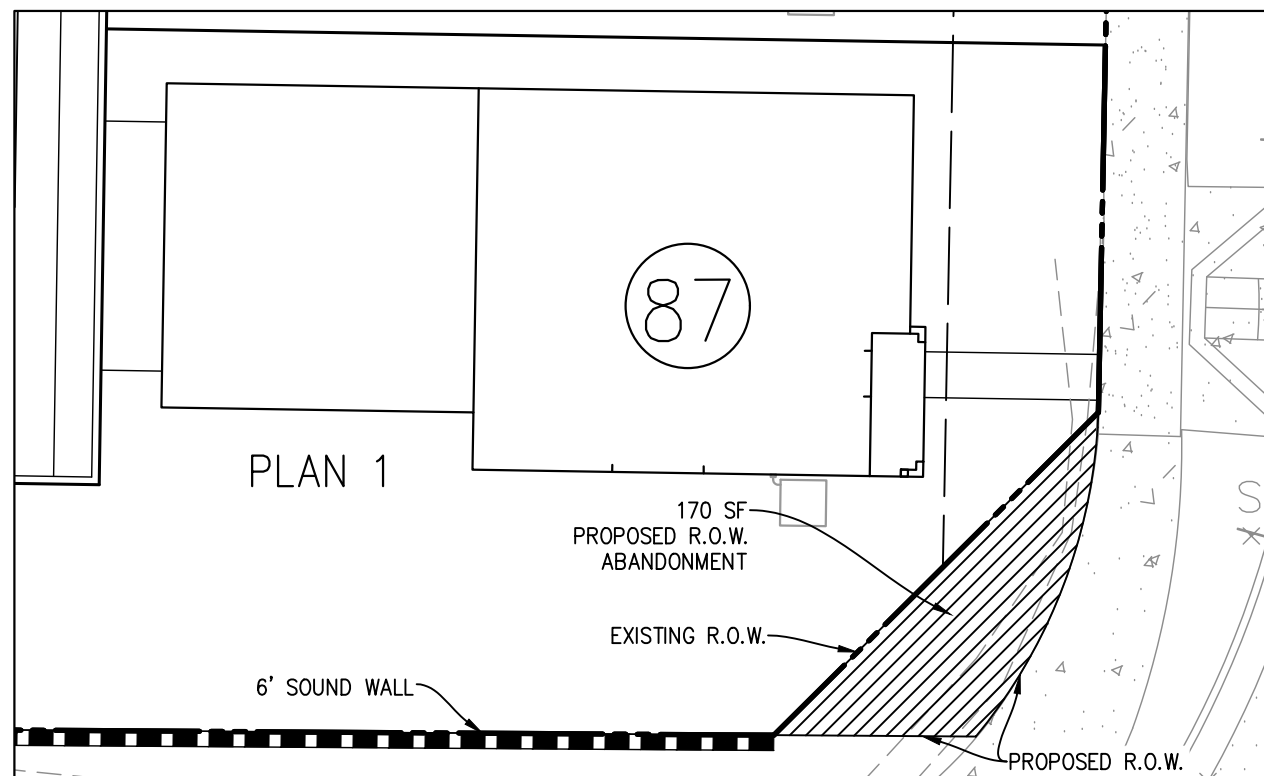
INTERSECTION TYPE	MINIMUM RADIUS AT FACE OF CURB
ALLEY TO LOOP ROAD	.9.5'
LOOP ROAD TO LOOP ROAD	20'

PLANNED DEVELOPMENT SETBACKS

TYPE	PROPOSED MIN. SETBACKS	MIN. R-15 SETBACKS PER SPRING LAKE SPECIFIC PLAN
FRONT YARD	4' TO PORCH 4' TO HOUSE 4' TO GARAGE	10' TO PORCH 10' TO HOUSE 20' TO GARAGE
REAR YARD	4' TO HOUSE	10' TO HOUSE
SIDE YARD	3.5' TO HOUSE 3.5' TO GARAGE	5' TO INTERIOR 10' TO STREET



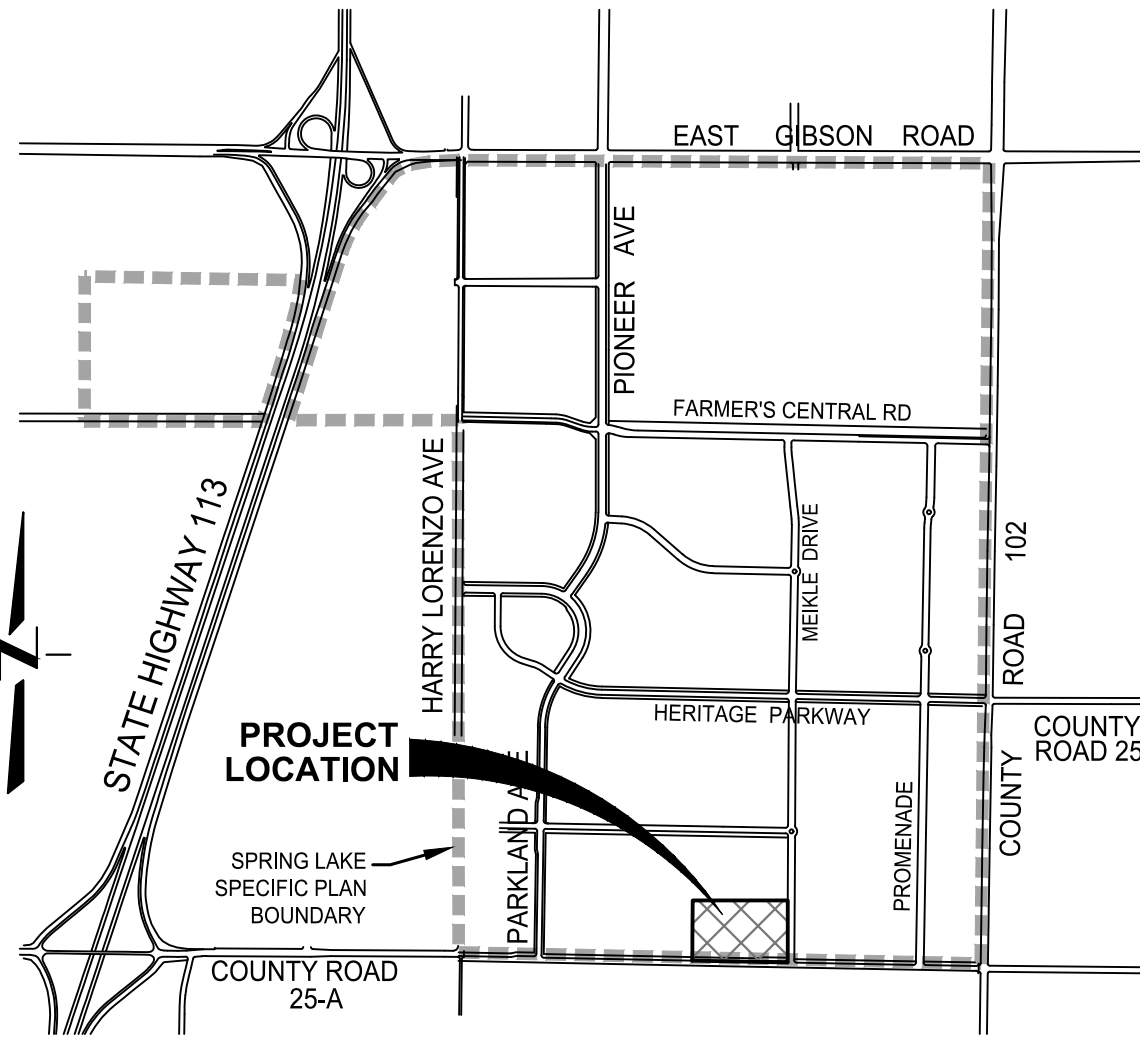
LOT SETBACKS
1" = 20'



LOT 87 R.O.W. ABANDONMENT
NOT TO SCALE

LOTING MIX COUNT

PLAN 1	PLAN 2	PLAN 3	TOTAL
26	33	28	87



VICINITY MAP
-NTS-

GENERAL NOTES

OWNER:

GLENN MATSUHARA
RUBY REALTY INVESTORS, LLC
1480 MORAGA ROAD, SUITE C103
MORAGA, CA 94556
(415) 928-8080

DEVELOPER:

JUSTIN WALTERS
THE NEW HOME COMPANY
2220 DOUGLAS BOULEVARD, SUITE 240
ROSEVILLE, CA 95661
(916) 771-2223

CIVIL ENGINEER:

STEVE GREENFIELD RCE C50880
CUNNINGHAM ENGINEERING
2940 SPAFFORD STREET, SUITE 200
DAVIS, CA 95618
(530) 758-2026

SUBDIVISION MAP NUMBER:
NO. 5221

PARCEL NUMBERS & APN's:

PARCEL 4 OF PARCEL MAP NO. 5046, HERITAGE LARGE LOT PARCEL MAP, BOOK 2014 OF MAPS, PAGE 48-51, YOLO COUNTY RECORDS.
APN: 042-030-054-000

AREA:

7.03 ACRES (GROSS)

EXISTING ZONING:

SLSP R-15

PROPOSED ZONING:

SLSP R-15 (P/D OVERLAY)

EXISTING USE:

VACANT

EXISTING / PROPOSED GENERAL PLAN LAND USE:

MEDIUM DENSITY RESIDENTIAL

FLOOD ZONE DESIGNATION:

ZONE "X"

DOMESTIC WATER, SANITARY SEWER & DRAINAGE:

CITY OF WOODLAND

FIRE:

WOODLAND FIRE DEPARTMENT

ELECTRICITY & GAS:

PG & E

CABLE TELEVISION:

CHARTER COMMUNICATIONS

RUBY ESTATES
TENTATIVE MAP NO. 5221
STREET & LOTTING PLAN

CECWEST.COM

Project Planning = Civil Engineering = Landscape Architecture
= Davis Office
2940 Spafford Street, Suite 200
Sacramento, CA 95618
(916) 455-2026



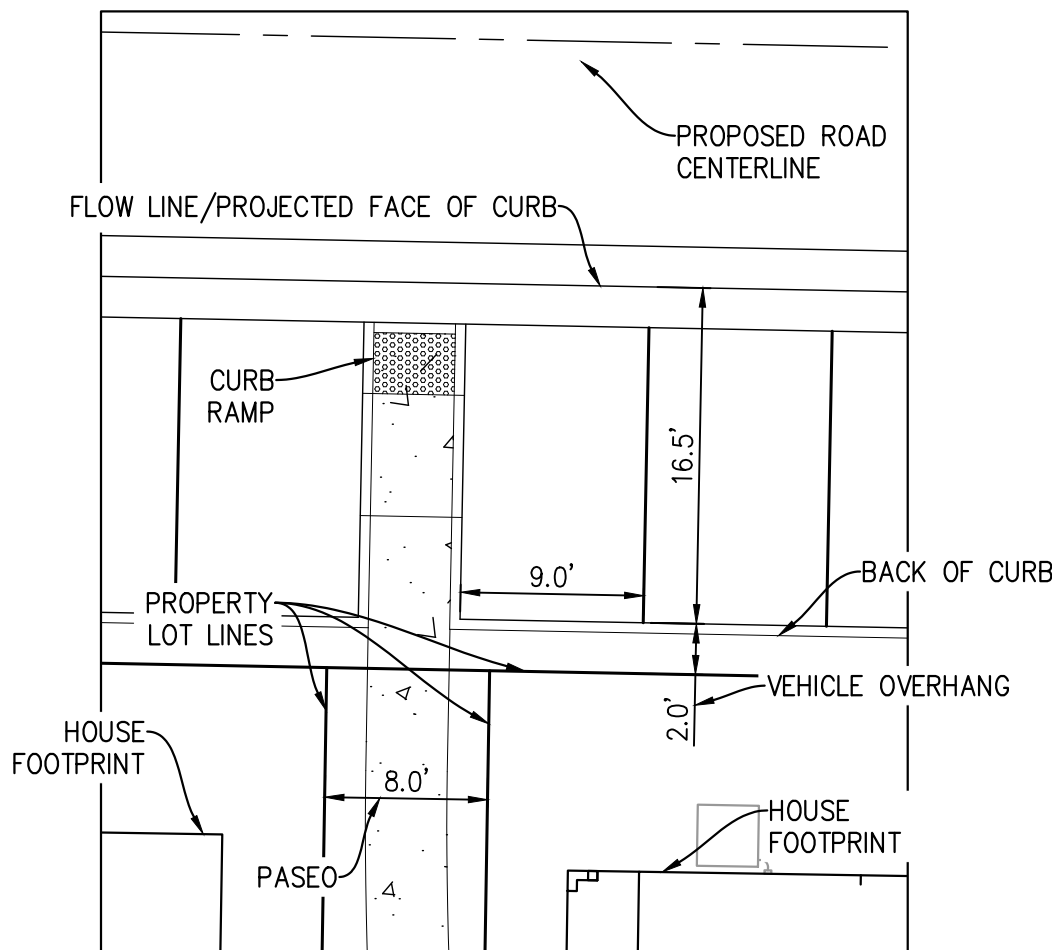
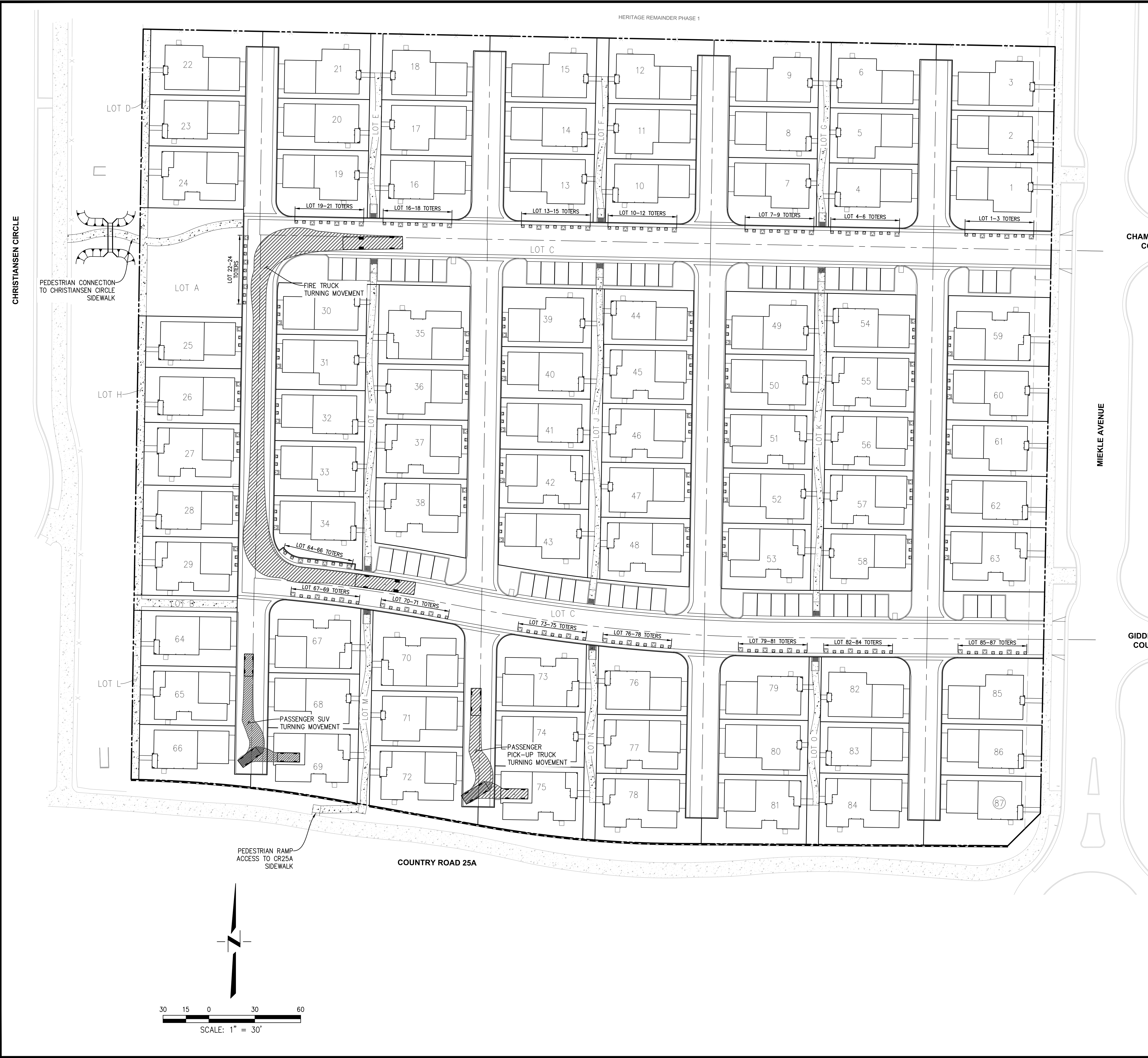
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OF
3

DATE: 05/24/22

JOB NO: 1863.00.03

CITY OF WOODLAND

S:\Projects\1800\1863 Ruby Estates\Map\1863-03-01 CIVIL\Sheets\1863-00-03 TMap - 5/26/2022 - 11:29AM Plotted by: chris



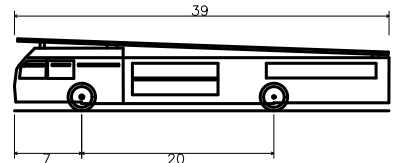
ONSITE PERPENDICULAR PARKING STALLS DETAIL
NOT TO SCALE

GUEST PARKING SUMMARY		
UNITS	PROPOSED ONSITE PARKING SPACES	GUEST PARKING RATIO
87	59	0.68 SPACES/UNIT

NOTES:
ADDITIONAL OFFSITE GUEST PARKING IS PROVIDED ALONG MIEKLE AVENUE AND CHRISTIANSEN CIRCLE.

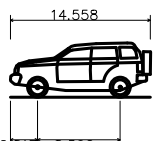
LEGEND:

- 3'X3' TRASH TOTERS – RECYCLING
- 2'X2' TRASH TOTERS – GARBAGE & GREEN WASTE
- 3' CLEARANCE ON EACH SIDE BETWEEN TOTERS



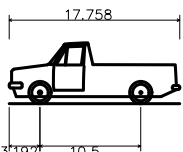
Aerial Fire Truck	39.000ft
Overall Length	28.000ft
Overall Width	8.500ft
Overall Body Height	10.500ft
Min Body Ground Clearance	0.750ft
Track Width	0.750ft
Lock-to-lock time	1.000s
Max Wheel Angle	45.00°

PROPOSED FIRE TRUCK PROFILE
N.T.S.



Ford 2009 Escape FWD SUV	14.550ft
Overall Length	17.750ft
Overall Width	6.930ft
Overall Body Height	6.330ft
Min Body Ground Clearance	0.750ft
Track Width	6.570ft
Lock-to-lock time	4.000s
Curb to Curb turning Radius	18.350ft

PROPOSED PASSENGER SUV PROFILE
N.T.S.



F-150 Regular Cab 4x4 Styleside 6.5' Box	17.750ft
Overall Length	17.750ft
Overall Width	6.930ft
Overall Body Height	6.330ft
Min Body Ground Clearance	0.750ft
Track Width	6.570ft
Lock-to-lock time	4.000s
Curb to Curb turning Radius	20.850ft

PROPOSED PASSENGER PICK-UP TRUCK PROFILE
N.T.S.

DESIGNED BY ZH
DRAWN BY ZH
CHECKED BY SG
SCALE AS SHOWN

CECWEST.COM
Project Planning = Civil Engineering = Landscape Architecture
Davis Office
2840 Spafford Street, Suite 200
Davis, CA 95618
(916) 455-2026

CUMMINGS ENGINEERING

RUBY ESTATES
TENTATIVE MAP NO. 5221
PARKING, CIRCULATION, & WASTE RECEPTACLE PLAN
CITY OF WOODLAND CALIFORNIA

SHEET 3 OF 3

DATE: 05/24/22

JOB NO: 1863.00.03

December 16, 2021

Mr. Justin Walters
Vice President, Project Management and Development
The New Home Company
1508 Eureka Road, Suite 290
Roseville, California 95661

Geotechnical Engineering Report Update
RUBY ESTATES (HERITAGE PARCEL 4)
Sheldon Road and Power Inn Road
Elk Grove, California
WKA No. 4630.2113421.0100

INTRODUCTION

As authorized, we have prepared this report update for the undeveloped property designated as Parcel 4 within the Heritage residential development in Woodland, California. Wallace-Kuhl & Associates (WKA), Inc. previously prepared a *Geotechnical Engineering Report* (WKA, Inc. No. 4159.09, dated June 15, 2004) for the Heritage residential development, which included the referenced village. Following completion of the *Geotechnical Engineering Report*, WKA prepared a *Geotechnical Engineering Report Update* (WKA No. 9523.06, dated January 16, 2014). Since completion of the 2014 *Geotechnical Engineering Report Update*, the following geotechnical reports have been prepared for the site by others:

-) *Limited Geotechnical Evaluation of Existing Fill – Heritage Development – Parcel 4* prepared for the project by Geocon Consultants, Inc. (Geocon) dated August 27, 2021 (Geocon Project No. S2028-05-01).
-) *Preliminary Geotechnical Feasibility Assessment – Proposed Residential Development – Ruby Estates* prepared by Quantum Geotechnical, Inc. (Quantum) dated September 23, 2021 (Quantum Project No. H055.G).

The purpose of this update has been to evaluate the applicability of the referenced reports prepared for the planned construction at the referenced village (Parcel 4) and to update the reports to reflect changes in the applicable building code and in the practice of geotechnical engineering since the original report was issued.

Our scope of services has included:

-) a site reconnaissance;
-) review of the referenced WKA, Inc, WKA, Geocon, and Quantum geotechnical reports;
-) engineering analyses; and,
-) preparation of this report update.

Project Background and Proposed Improvements

Since the 2004 *Geotechnical Engineering Report* was completed, residential construction associated with the Heritage development was performed in the vicinity of Parcel 4; however, Parcel 4 has remained vacant. Based on our experience in the area and review of historical photographs, the site has been used as a fill source and to stockpile excess material from surrounding developments since at least August of 2006 until at least February of 2018. Review of the 2021 *Limited Geotechnical Evaluation of Existing Fill – Heritage Development – Parcel 4* report indicates the upper two to four feet of soil across the site consists of undocumented fill.

We understand development of the site will consist of residential construction with one- or two-story, wood-framed, single-family structures with an interior slab-on-grade lower floor (post-tensioned foundation system). Below-grade basements for the residential structures are not planned. Structural loads for the residential structures are anticipated to be relatively light based on this type of construction.

Associated development will include construction of asphalt concrete roadways, concrete sidewalks, residential landscaping, underground utilities, exterior flatwork and driveway slabs. The planned development is consistent with previous developments in the vicinity of the site and as noted in the referenced geotechnical reports.

Site Description

In December of 2021, an engineer from our firm visited the subject site. At the time of our site visit, the site was vacant and covered with a sparse growth of volunteer grass and weeds. Standing water was observed throughout the site.

The site is bound to the north and east by residential development, to the south by vacant property and to the west by a drainage ditch, beyond which is residential development. The drainage ditch appears to be about two to four feet lower in elevation than the surrounding ground surface.



CONCLUSIONS AND RECOMMENDATIONS

Based on review of the referenced geotechnical reports for the Heritage residential development, our recent observations, and understanding of the planned construction, we conclude that the recommendations contained in the *2004 Geotechnical Engineering Report and 2014 Geotechnical Engineering Report Update* remain generally applicable for design and construction of the planned residential structures and associated improvements, with the following amended conclusions and recommendations. The *2014 Geotechnical Engineering Report Update*, which includes the *2004 Geotechnical Engineering Report*, and *2021 Limited Geotechnical Evaluation of Existing Fill – Heritage Development – Parcel 4* are attached to this update.

2019 California Building Code Seismic Design Parameters

The 2019 California Building Code (CBC) references the *American Society of Civil Engineers (ASCE), Minimum Design Loads and Associated Criteria for Buildings and Other Structures 7-16*. To assist with the structural design of the project, we have provided seismic design parameters for the 2019 CBC which have been determined based on the site location and the web interface developed by the Structural Engineers Association of California (SEAOC) and the Office of Statewide Health Planning and Development (OSHPD) (<https://seismicmaps.org>).

Since S_1 is greater than 0.2g, the 2019 CBC coefficient values F_v , S_{M1} , and S_{D1} presented are valid for seismic design, provided the requirements in Exception Note 2 in Section 11.4.8 of ASCE 7-16 apply, specifically if $T \leq 1.5T_s$. In our experience, the planned residential buildings will meet Exception Note 2 of ASCE 7-16. However, the project structural engineer should verify the exception is met.

TABLE 1: 2019 CBC/ASCE 7-16 SEISMIC DESIGN PARAMETERS

Latitude: 38.6416° N Longitude: 121.7374° W	ASCE 7-16 Table/Figure	2019 CBC Figure/Section/Table	Factor/ Coefficient	2019 CBC Values
0.2-second Period MCE_R	Figure 22-1	Figure 1613.2.1(1)	S_s	0.891 g
1.0 second Period MCE_R	Figure 22-2	Figure 1613.2.1(2)	S_1	0.328 g
Soil Class	Table 20.3-1	Section 1613.2.2	Site Class	D
Site Coefficient	Table 11.4-1	Table 1613.2.3(1)	F_a	1.144
Site Coefficient	Table 11.4-2	Table 1613.2.3(2)	F_v	1.972*
Adjusted MCE Spectral Response Parameters	Equation 11.4-1	Equation 16-36	S_{MS}	1.019 g
	Equation 11.4-2	Equation 16-37	S_{M1}	0.647 g*



Latitude: 38.6416° N Longitude: 121.7374° W	ASCE 7-16 Table/Figure	2019 CBC Figure/Section/Table	Factor/ Coefficient	2019 CBC Values
Design Spectral Acceleration Parameters	Equation 11.4-3	Equation 16-38	S_{DS}	0.679 g
	Equation 11.4-4	Equation 16-39	S_{D1}	0.431 g*
Seismic Design Category	Table 11.6-1	Table 1613.2.5(1)	Risk Category I to IV	D
	Table 11.6-2	Table 1613.2.5(2)	Risk Category I to IV	D

Notes: MCE_R = Risk-Targeted Maximum Considered Earthquake; g = gravity

* = The value is valid provided the requirements in Exception Note No. 2 in Section 11.4.8 of ASCE 7-16 are met.

Based on the soil, groundwater, and geology conditions of the site, liquefaction is not anticipated to affect the proposed improvements and does not need to be accounted for in design.

Site Clearing and Subgrade Preparation

As noted previously, about two to four feet of undocumented fill has been placed across the site. The undocumented fill is not considered suitable for support of the proposed improvements in its current condition. Therefore, the undocumented fill will need to be removed and replaced as engineered fill in accordance with the recommendations of this report.

Existing surface organics within construction areas should be stripped from the site. Strippings maybe stockpiled for later use or disposed of offsite. Debris from the stripping should not be used in general fill construction areas supporting structures or pavements. With the prior approval of the Geotechnical Engineer, strippings may be used in landscape areas, provided they are kept at least five feet from the building pad and other surface improvements, moisture conditioned, and compacted. Discing of the organics into the surface soils may be a suitable alternate to stripping, depending on the condition and quantity of the organics at the time of grading. The decision to utilize discing in lieu of stripping should be made by the Geotechnical Engineer, or his representative, at the time of earthwork construction. Discing operations, if approved, should be observed by the Geotechnical Engineer, or his representative, and be continuous until the organics are adequately mixed into the surface soils to provide a compactable mixture of soil containing minor amounts of organic matter. Pockets or concentrations of organics will not be allowed.

Following site clearing activities, the site should be over-excavated to a depth of at least three feet below existing grades. the exposed subgrade following removal of the upper three feet should be evaluated by our representative to determine if additional over-excavation is required. The over-excavation should extend at least five feet beyond the edge of proposed improvements, where possible. Any debris exposed by the required over-excavation should be



removed and the resulting excavations should be restored to grade with engineered fill placed and compacted in accordance with the recommendations in this report. The lateral extents of the required over-excavation should be clearly marked on the final grading plans. We recommend construction bid documents contain a unit price (price per cubic yard) for additional excavation due to deeper undocumented fill and/or the presence of unsuitable materials and replacement with engineered fill.

The Geotechnical Engineer should be given the opportunity to review the final grading plan to determine if the intent of the over-excavation recommendation has been properly implemented.

Following over-excavation operations, the upper 12 inches of the exposed subgrade should be scarified, moisture conditioned to at least the optimum moisture content, and compacted to at least 90 percent of the American Society of Testing and Materials (ASTM) D1557 maximum dry density.

The resulting over-excavation should be restored with engineered fill placed and compacted in accordance with Engineered Fill Construction section of this report.

Compaction of all subgrade soils should be performed using a heavy, self-propelled, sheepsfoot compactor capable of achieving the required compaction and must be performed in the presence of the Geotechnical Engineer's representative who will evaluate the performance of subgrade under compactive load. Difficulty in achieving subgrade compaction may be an indication of loose, soft or unstable soil conditions that could require additional excavation. If these conditions exist, additional subgrade stabilization recommendations may be required at the time of construction.

Engineered Fill Construction

Engineered fill consisting of on-site or import materials should be placed in lifts not exceeding six inches in compacted thickness, with each lift being thoroughly moisture conditioned to at least two percent above the optimum moisture content, maintained in that condition, and uniformly compacted to at least 90 percent relative compaction based on the maximum dry density per ASTM D1557.

From a geotechnical standpoint, the on-site soils encountered at the site are considered suitable for use as engineered fill provided that they do not contain significant quantities of organics, rubble and deleterious debris, are at a proper moisture content to achieve the desired degree of compaction.

Imported fill materials, if required, should be compactable, well-graded, granular soils with an Expansion Index of 20 or less when tested in accordance with ASTM D4829, and should not contain particles greater than three inches in maximum dimension.



In addition, with the exception of imported aggregate base and bedding/initial fill materials for underground utilities, we recommend that the contractor provide appropriate documentation for all imported fill materials that designates the import materials do not contain known contaminants per Department of Toxic Substances Control's guidelines for clean fill, and have corrosion characteristics within acceptable limits. Imported soils should be approved by the Geotechnical Engineer prior to being transported to the site.

The upper six inches of the final pavement subgrade should be uniformly compacted to at least 95 percent of the ASTM D1557 maximum dry density at a moisture content of at least the optimum moisture and must be stable under construction traffic prior to placement of aggregate base, after construction of underground utilities is complete. The proof-roll should be observed by a representative of the Geotechnical Engineer.

Subgrades for support of all concrete slabs-on-grade and pavements should be protected from disturbance or desiccation until covered by capillary break material or aggregate base. Disturbed subgrade soils may require additional processing and recompaction, depending on the level of disturbance.

Permanent excavation and fill slopes, if any, should be constructed no steeper than two horizontal to one vertical (2H:1V) and should be vegetated as soon as practical following grading to minimize erosion. As a minimum, the following erosion control measures should be considered: placement of straw bale sediment barriers or construction of silt filter fences in areas where surface run-off may be concentrated.

All earthwork operations should be accomplished in accordance with the recommendations contained within this report and the approved plans and specifications. We recommend the Geotechnical Engineer's representative be present on a regular basis during all earthwork operations to observe and test the engineered fill and to verify compliance with the recommendations of this report and the project plans and specifications.

From a geotechnical standpoint, the on-site soils encountered at the site are considered suitable for use as engineered fill provided that they do not contain significant quantities of organics, rubble and deleterious debris, and are at a proper moisture content to achieve the desired degree of compaction.



Drought Considerations

The soils at the site are considered expansive. These soils swell when the moisture content increases and shrink when the soil moisture content decreases. It will be essential that the soil moisture content under and near foundations and exterior concrete flatwork remain relatively constant to mitigate the potential for heaving or settling of the foundation and slabs.

The State of California can experience significant periods of severe drought conditions. If this occurs, the ability for homeowners to use irrigation as a means for maintaining landscape vegetation and soil moisture could be inhibited for unpredictable periods of time. For this reason, landscape and hardscape systems for this development should be carefully planned to prevent the desiccation of soils under and near foundations and slabs. Trees with invasive shallow root systems should be avoided. No trees or large shrubs that could remove soil moisture during dry periods should be planted within five feet of any foundation or slab. Fallow ground adjacent to foundations must be avoided.

To reduce potential for soil creep adversely affecting residential foundations or exterior flatwork, we recommend a minimum horizontal distance of five feet be provided and maintained between the outside edge of the foundation or flatwork to the nearest adjacent slope (e.g. building pad hinge point), for slopes greater than two feet in height.

Construction Testing and Observation

Site clearing and preparation for the site should be accomplished in accordance with the recommendations included in this update report and the referenced geotechnical reports, where applicable. The Geotechnical Engineer's representative should be present during site preparation and all lot grading operations to observe and test the fill to verify compliance with our recommendations and the job specifications. We also recommend that our firm be retained to review final plans and specifications to determine if the intent of our recommendations has been implemented into those documents. Wallace-Kuhl & Associates has been contracted to provide foundation plan review services for the subject lots.

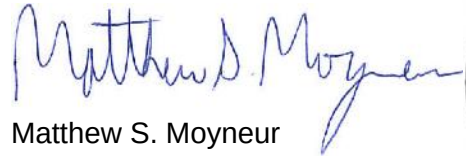
LIMITATIONS

This letter is considered to be an update to the referenced geotechnical reports prepared for the Heritage development, which included the subject site, and therefore the conclusions and recommendations contained herein are subject to the limitations stated in that report.



Thank you for this opportunity to be of service. If you have any questions regarding this update or the previous geotechnical engineering report, please contact our office.

Wallace-Kuhl & Associates



Matthew S. Moyneur
Senior Engineer



Attachments: *Geotechnical Engineering Report Update*, Heritage Development Villages 1 through 5 (WKA No. 9523.06, dated January 16, 2014)

Limited Geotechnical Evaluation of Existing Fill – Heritage Development – Parcel 4 (Geocon Project No. S2028-05-01; dated August 27, 2021)



Geotechnical Engineering Report Update

HERITAGE DEVELOPMENT

VILLAGES 1 THROUGH 5

WKA No. 9523.06

January 16, 2014

Prepared For:

Meritage Homes

1671 East Monte Vista Avenue, Suite 214

Vacaville, California 95688

*Geotechnical Engineering Report Update***HERITAGE DEVELOPMENT – VILLAGES 1 THROUGH 5**

Woodland, California

WKA No. 9523.06

January 16, 2014

INTRODUCTION

As requested, we have prepared this update to the *Geotechnical Engineering Report* (WKA No. 4159.09, dated June 15, 2004) for the remainder of the Heritage Development, identified as Villages 1 through 5.

The purpose of the update has been to evaluate the applicability of the original report to the planned improvements to the site; to provide post-tensioned foundation recommendations conforming to the Third Edition of the *Post-Tensioning Institute Design Manual*; and, to update the report to reflect changes in the applicable building code and in the practice of geotechnical engineering since the original report was issued.

Specifically, our scope of work has included a site reconnaissance, bulk sampling of the near-surface soils; limited laboratory testing; review of the original *Geotechnical Engineering Report*, engineering analyses, and preparation of this update report.

Site Description

A WKA representative visited the subject site on January 8, 2014. The site was disced with approximately 12 inches of the surface and near-surface soils disturbed. A large soil stockpile was observed in the southwestern portion of the site that was approximately 15 feet in height. Several end-dumped soil stockpiles were observed along the south side of the large stockpile.

A ditch approximately five feet wide and four feet deep was observed trending north-south through the eastern portion of the site. Several end-dumped soil stockpiles were observed in the northeastern portion of the site. Two debris piles of metal and construction rubble were observed in the southeastern portion of the site.

CONCLUSIONS AND RECOMMENDATIONS

Based on review of the previous report, recent site observations, and understanding of the proposed construction, we conclude that the recommendations contained in the 2004 *Geotechnical Engineering Report* remain generally applicable for design and construction of the planned residential development and associated improvements, with the following amended conclusions and recommendations. The original geotechnical report is attached as Appendix A.

2013 CBC/ASCE 7-10 Seismic Design Criteria

Section 1613 of the 2013 edition of the CBC references ASCE Standard 7-10 for seismic design. The following seismic parameters were determined based on the site latitude and longitude using the public domain computer program developed by the USGS. The following parameters summarized in the table below may be used for seismic design of the proposed residential structures per the 2013 CBC.

Table 1 –2013 CBC/ASCE 7-10 Seismic Design Parameters

Latitude: 38.6419° N Longitude: -121.7333° W	ASCE 7-10 Table/Figure	2013 CBC Table/Figure	Factor/ Coefficient	Value
Short-Period MCE at 0.2s	Figure 22-1	Figure 1613.3.1(1)	S_s	0.901 g
1.0s Period MCE	Figure 22-2	Figure 1613.3.1(2)	S_1	0.352 g
Soil Class	Table 20.3-1	Section 1613.3.2	Site Class	D
Site Coefficient	Table 11.4-1	Table 1613.3.3(1)	F_a	1.140
Site Coefficient	Table 11.4-2	Table 1613.3.3(2)	F_v	1.696
Adjusted MCE Spectral Response Parameters	Equation 11.4-1	Equation 16-37	S_{MS}	1.027 g
	Equation 11.4-2	Equation 16-38	S_{M1}	0.597 g
Design Spectral Acceleration Parameters	Equation 11.4-3	Equation 16-39	S_{DS}	0.685 g
	Equation 11.4-4	Equation 16-40	S_{D1}	0.398 g
Seismic Design Category	Table 11.6-1	Section 1613.3.5(1)	Risk Category I to IV	D
	Table 11.6-2	Section 1613.3.5(2)	Risk Category I to IV	D

The ASCE Standard indicates that if it is determined that a structure should be designed with a *Seismic Design Category* of D through F, the Geotechnical Engineer should provide additional conclusions and recommendations regarding the liquefaction potential of the site and possible



mitigation measures. Based on the site geology, soil conditions, and groundwater conditions, there likely is a potential for liquefaction to occur at this site, although it is our opinion that the risk of this actually occurring is relatively low. Furthermore, since the subject property is within a developed area, we anticipate a waiver for liquefaction analysis can be requested from the local building official.

On-Site Material Suitability for Engineered Fill Construction

The on-site soils, including the soil stockpiles, are considered suitable for use in engineered fill construction, provided they are free of debris, rubble, and organics, and are at a suitable moisture content to achieve the desired degree of compaction.

Site Clearing

The existing soil stockpiles must be completely removed to expose firm undisturbed soil, as determined by our representative. The stockpiled soils may be used as engineered fill, provided they are free of significant organics, rubble, rubbish, or other unsuitable materials.

Foundation Design

Due to the lots containing potentially expansive clay soils and based on our experience in the area, we recommend the proposed residential structures are supported on post-tensioned foundations systems.

We have computed the following post-tensioned concrete foundation/floor slab system design parameters presented as Table 2, based on the characteristics of the on-site soils. Design of post-tensioned foundation/slab systems should performed by a qualified structural engineer using the following geotechnical engineering parameters, which were derived from the results of laboratory tests and guidelines contained in the *Post-Tensioning Institute Design Manual (Third Edition)*.



TABLE 2 PT SLAB DESIGN PARAMETERS	
1.	Thorntwaite Moisture Index = -20
2.	Average Edge Moisture Variation Distance (Em): Center Lift = 7.5 feet Edge Lift = 3.8 feet
3.	Plasticity Index = 28
4.	Plastic Limit = 25
5.	Liquid Limit = 53
6.	Percent Clay = 49% (≤ 0.002 mm; predominantly montmorillonite)
7.	Activity Ratio (Ac) = 0.57
8.	Zone = III
9.	Approximate Depth to Constant Moisture = 5.0 feet
10.	Approximate Soil Suction = 3.9 pF
11.	Anticipated Swell (Ym): Center Lift = 0.5 inches Edge Lift = 1.2 inches

The post-tensioned slab foundation should not exert more than 1000 pounds per square foot (psf) on the building pad soils for the dead plus live load conditions. The allowable post-tensioned slab bearing capacity may be increased by one-third for total load, including wind or seismic forces.

The common post-tensioned foundation used in the Sacramento Valley area in recent years has consisted of a 10-inch thick slab, deepened to 12 inches at the perimeter. We recommend the 10-inch portion of the slab be underlain by a durable vapor barrier (at least 10 mils thick) placed directly on the soil subgrade, covered with two inches of damp, clean sand or pea gravel. Prior to placement of the vapor barrier, the subgrade soils should be maintained in an over optimum moisture condition. During the drier months, if the building pads are allowed to desiccate or dry they should be moisture conditioned prior to foundation construction. We should confirm the subgrade soils are at the appropriate moisture content within 48 hours of construction.

Although the 10-inch post-tensioned slabs are commonly used in this area, other designs may be applicable. If alternate designs are being considered, additional design recommendations can be provided, if needed.



Construction Testing and Observation

Site preparation should be accomplished in accordance with the recommendations of the referenced *Geotechnical Engineering Report*. Representatives of Wallace-Kuhl & Associates should be present during site preparation and all lot grading operations to observe and test the fill to verify compliance with our recommendations and the job specifications. These services are beyond the scope of work authorized for this investigation.

We also recommend that our firm be retained to review final plans and specifications to determine if the intent of our recommendations has been implemented into those documents.

Limitations

This letter is considered to be an update to the *Geotechnical Engineering Report* for this project, and therefore the conclusions and recommendations contained herein are subject to the Limitations stated in that report.

Thank you for this opportunity to be of service. If you have any questions regarding this letter or the previous geotechnical engineering report, please contact our office.

Wallace-Kuhl & Associates


Dominic J. Potestio
Project Engineer



Attachments: APPENDIX A – *Geotechnical Engineering Report*, Heritage Development
(WKA No. 4159.09, dated June 15, 2004)

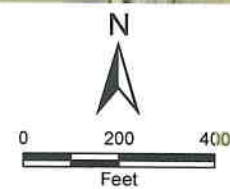




Adapted from a Google Earth aerial photograph,
dated August 14, 2013.
Projection: NAD 83, California State Plane, Zone II

Legend

▲ Approximate bulk sample location

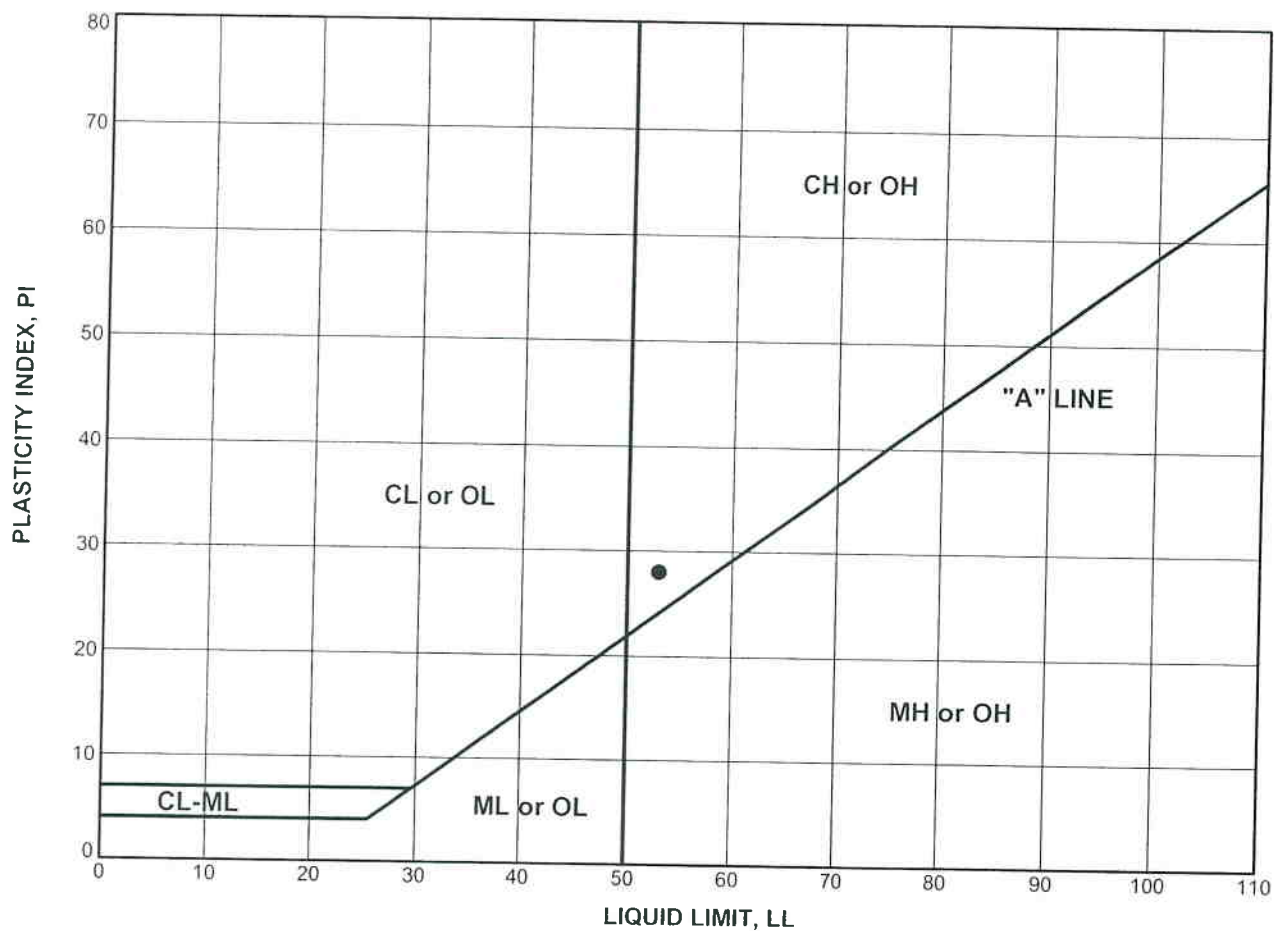


SITE PLAN
HERITAGE DEVELOPMENT - VILLAGES 1 THROUGH 5

Woodland, California
Page 50

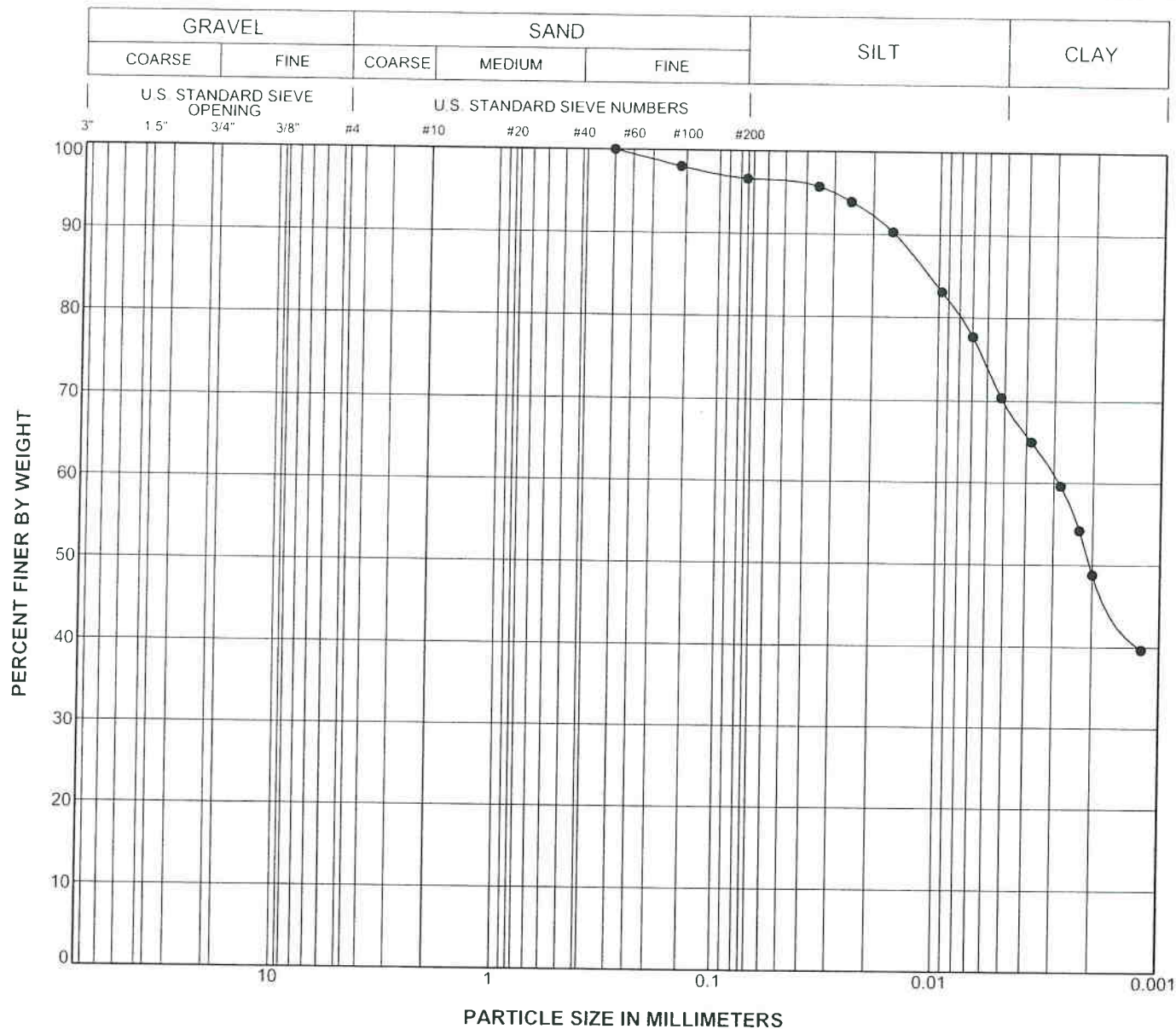
FIGURE 1

DRAWN BY	TJC
CHECKED BY	DJP
PROJECT MGR	DJP
DATE	1/14
WKA NO. 9523.06	

[illegible]

ATTERBERG LIMITS (ASTM D4318)

Project: Heritage Development - Villages 1 through 5
WKA No. 9523.06



Boring Number	Sample Number	USCS	Depth (feet)	Symbol	LL	PI	Classification
D3	Bulk	CH	1.0	●	53	28	Dark grayish brown, silty clay

PARTICLE SIZE DISTRIBUTION (ASTM D422)

Project: Heritage Development - Villages 1 through 5
WKA No. 9523.06

APPENDIX A
Geotechnical Engineering Report, Heritage Development
(WKA No. 4159.09. dated June 15, 2004)



GEOTECHNICAL ENGINEERING REPORT

HERITAGE DEVELOPMENT

**WKA No.
4159.09**

June 15, 2004



WALLACE • KUHL & ASSOCIATES INC.

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**WALLACE • KUHL
& ASSOCIATES INC.**

Geotechnical Engineering

Engineering Geology

Environmental Consulting

Remediation Services

Construction Inspection

Materials Testing

Geotechnical Engineering Report

HERITAGE DEVELOPMENT

County Road 102

Woodland, California

WKA No. 4159.09

June 15, 2004

INTRODUCTION

We have completed a geotechnical engineering investigation for the proposed Heritage development to be located southwesterly of the intersection of County Road 102 and County Road 25 in Woodland, California. The purposes of our work have been to explore the existing soil and ground water conditions at the site, and to provide geotechnical engineering conclusions and recommendations regarding residential development of the property. This report presents the results of our work.

Work Scope

Our scope of work for this project included the following tasks:

1. site reconnaissance;
2. review of historic USGS topographic maps and geologic maps of the property;
3. review of previous geotechnical engineering work performed in the vicinity of the site;
4. subsurface exploration, including the drilling and sampling of 16 borings to a maximum depth of approximately 16½ feet below the existing surface;
5. bulk sampling of anticipated pavement subgrade soils;
6. laboratory testing of selected soil samples;
7. engineering analyses; and,
8. preparation of this report.

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Supplemental information used in the preparation of this report included review of the following reports prepared by our firm:

- *Geotechnical Engineering Report* (WKA No. 4159.11, dated December 20, 2002), prepared for the planned Spring Lake infrastructure improvements;
- *Geotechnical Engineering Report* (WKA No. 4159.10, dated December 6, 2002), prepared for the proposed Spring Lake 160-acre residential development located north of the subject property; and,
- *Geotechnical Engineering Report* (WKA No. 4159.05, dated August 30, 2002), prepared for the proposed Spring Lake detention ponds to be constructed on the east side of County Road 102.

Plates and Attachments

This report contains a Vicinity Map as Plate No. 1; a Site Plan showing boring locations as Plate No. 2; and Logs of Borings completed for this project as Plates No. 3 through 18. An explanation of the symbols and classification system used on the logs is contained on Plate No. 19. Appendix A contains general information regarding project concepts, exploratory methods used during our field investigation, and laboratory test results not included on the logs. Appendix B contains *Earthwork Specifications* that may be used in the preparation of project plans and contract documents.

Project Description

Based on review of the *Spring Lake Specific Plan – Illustrative Neighborhood Plan*, prepared by Cunningham Engineering, we understand the subject property encompasses a total area of 160-acres and will be subdivided into single-family and multi-family residential developments, as well as a park. A 10-acre school site also is tentatively planned in the central portion of the site. However, site-specific recommendations for the planned school are beyond the scope of work for this investigation.

We anticipate residential construction will consist of one- and two-story, wood-framed structures with interior slab-on-grade lower floors. Structural loads for the one- and two-story, wood-

framed structures are anticipated to be relatively light consistent with this type of construction. Below-grade basements for the residential structures are not anticipated. Associated development will include construction of interior roadways, exterior flatwork, landscape corridors, sound walls, and underground utilities.

Grading plans were not available at the time of our investigation; however, based on existing site topography, we anticipate maximum excavations and fills on the order of two to three feet for development of the site.

FINDINGS

Site Description

The square-shaped property encompasses a total area of approximately 160 acres and is located on the west side of County Road 102, north of County Road 25A in Woodland, California (see Plate No. 1). The site is bounded to the north by an irrigation canal beyond which is vacant undeveloped land to be developed with the Spring Lake 160-acre development; to the east by County Road 102; to the south an unpaved County Road 25A; and to the west by an irrigation canal beyond which is fallow agricultural land. Topography of the site is essentially flat with an average surface elevation of approximately +37 feet relative to mean sea level (msl, City Datum-89), based on topographic information contained on the *Aerial Topo*, dated December 1, 1997, prepared by Radman Aerial.

At the time of our recent field investigation on May 17, 2004, the subject property consisted of vacant, fallow agricultural land covered with a sparse growth of dried volunteer weeds and grasses. The upper foot of surface soils across the site were desiccated and in a relatively loose condition due to recent discing activities. Irrigation canals and ditches were observed along the boundaries of the site to the north, east and west. No water was observed within any of the irrigation canals and their banks were overgrown with heavy concentrations of volunteer weeds to approximately one to four feet in height. The subject property has remained essentially unchanged from our previous investigation on October 16 and 17, 2002.

General Site Geology

The subject property is located within the Great Valley geomorphic province of California. The geology in the Great Valley is characterized by thick sequences of alluvial and flood plain deposits consisting of sedimentary material derived from the Coast Ranges to the west and the Sierra Nevada mountain range to the east. According to *Geologic Map of the Sacramento Quadrangle* prepared by the California Department of Mines and Geology (Wagner, 1981 et. al), the site is predominantly underlain by undivided Quaternary-aged basin deposits of silts and clays deposited by the Sacramento River during flood stage. This is consistent with the soils encountered during our field investigation of the site and surrounding properties.

Subsurface Soil Conditions

Results of the test borings indicate the surface and near surface soils consist of brown to dark brown, silty clays with interbedded layers of brown to dark brown, clayey silts, silty sands, and fine sandy silts to the maximum depth explored of 16½ feet below the surface. In Test Boring D6, the surface and near-surface clays and silts were encountered to a depth of five feet underlain by clean, cohesionless sands and silty sands to the maximum depth explored of 16½ feet below existing site grades. Please refer to the Boring Logs (Plates No. 3 through No. 18) for more information regarding the soils at a particular location.

At the completion of the drilling activities, the borings were grouted to the surface with a slurry of neat cement and bentonite as required by the County of Yolo Environmental Health Department.

Ground Water Conditions

Ground water was encountered in four of the eight test borings drilled on May 17, 2004 initially at a depth of about 12 feet below existing grades. Ground water was observed to rise about one to two feet above the initial measurements following a short period of time. During our previous investigation of the northern portion of the site on October 16 and 17, 2002, ground water not encountered within the test borings.

CONCLUSIONS

Seismic Code Parameters

Review of the *Maps of Known Active Fault Near-Source Zones in California and Adjacent Portions of Nevada*, dated February 1998, prepared by the State of California Department of Conservation - Division of Mines and Geology, to be used with the 1997 *Uniform Building Code* (UBC) indicates that there are no Type "A" or "B" faults located within 15 kilometers of the site.

A summary of applicable 2001 *California Building Code* (CBC) parameters that may be used for seismic design of structures is included as Table 1 as follows:

TABLE 1 SEISMIC DESIGN PARAMETERS			
	2001 CBC Table/Figure	Factor/Coefficient	Value
Seismic Zone	Figure 16-2	Zone	3
Seismic Zone Factor	Table 16-I	Z	0.30
Soil Profile Type	Table 16-J	S _D	--
Seismic Coefficient	Table 16-Q	C _a	0.36
Seismic Coefficient	Table 16-R	C _v	0.54
Near-Source Factor	Table 16-S	N _a	1.0
Near-Source Factor	Table 16-T	N _v	1.0
Seismic Source Type	Table 16-U	B	--

The design parameters presented above for the 2001 CBC are the same in the 1997 UBC, and are considered appropriate if the 1997 UBC is the governing building code for design of this project.

Bearing Capacity

Based upon field and laboratory test results, we conclude that the upper foot of surface soils across the site is in a relatively loose condition due to previous discing activities and are

considered unsuitable for support of the proposed structures and pavements. Specific recommendations to moisture condition and recompact the surface soils have been provided in the Site Preparation section of this report. **It is emphasized that thorough recompaction of the upper soils which have been disturbed by discing and exhibit desiccation cracking will be crucial to providing uniform support for the planned structures.** Our work also indicates that the native undisturbed soils and engineered fill composed of native soils or approved imported soils which are processed, placed and compacted in accordance with the recommendations of this report will be capable of supporting the proposed residential structures and pavements.

Soil Expansion Potential

Laboratory test results on near-surface clays indicate these materials possess moderate to high expansion potentials when tested in accordance with ASTM D4829 (UBC 29-2) test method (see Plates No. A1 through A5). Additional laboratory tests performed on four samples of near-surface clays indicate that these materials possess moderate to high plasticity's when subjected to Atterberg Limits tests in accordance with ASTM D4318 test method (see Plate No. A6). Based on the laboratory test results and our extensive local experience, we conclude the native clays are capable of exerting significant expansion pressures on building foundations, interior floor slabs and exterior flatwork. Specific recommendations to mitigate the effects of potentially expansive clays are provided in later sections of this report.

Excavation Conditions

The native soils on the site should be readily excavatable with conventional earthmoving and trenching equipment. Excavations less than five feet likely will stand at a near-vertical inclination for short periods of time, unless zones or pockets of sands are encountered or the construction is performed during the rainy season. Excavations that exceed five feet in depth and will be entered by workers must be shored, braced, or sloped to conform with current Cal/OSHA requirements.

Pavement Subgrade Qualities

Laboratory test results indicate the near-surface clays are poor quality materials for support of asphalt concrete pavements, and will require thicker pavement sections to compensate for the lower strength of the soils. Laboratory tests indicate that the near-surface clays possess Resistance ("R") values of 5 when tested in accordance with California Test 301 (see Plates No. A7 through A9). However, previous laboratory testing of near-surface clays mixed with four percent dolomitic quicklime, indicates these materials possess R-values of 50+.

The native clay soils were found to react well with the addition of quicklime (either dolomitic or high-calcium). The lime-treatment of native clays can be an effective and economical method to increase the capability of the clay soil to support pavements and slab-on-grade concrete; to reduce the moisture content of near-saturated soils, enabling construction to proceed during or shortly after the rainy season; and, to reduce the expansive characteristics of the clays.

The performance of chemically stabilized soils is very dependent on uniform mixing of the quicklime into the subgrade soils, and providing a proper curing period following compaction. An experienced soil stabilization contractor combined with a comprehensive quality control program are essential to achieve the best results with lime stabilized subgrades.

Estimated Shrinkage Factor

Two bulk samples of the near-surface soils were tested in accordance with ASTM D1557 to determine theoretical maximum dry densities (see Plates No. A10 and A11). The test results were then compared to the in-place densities of the native soils to evaluate approximate "shrinkage factors" for the native soils from excavation to placement as engineered fill. Maximum dry densities ranged from 117 to 119 pounds per cubic foot (pcf) for the native sandy silty clays. Assuming an average relative compaction of 90 percent of the maximum dry density, a comparison of the in-situ densities to the maximum density indicate soil shrinkage in the range of 15 to 25 percent should be expected. The upper twelve inches of soils have been loosened from previous agricultural usage and likely will result in a higher shrinkage value, probably on the order of 25 to 35 percent.

It should be understood that the shrinkage factors presented above are only an estimate, based upon a limited number of soil samples tested. Actual volume changes can vary from these estimates and will be effected by variations in the soil density, in-situ moisture content, and the degree of compaction actually achieved.

Soils Corrosion Potential

Three surface soil samples were tested to determine resistivity, pH, chloride, and sulfate concentrations to help evaluate the potential for corrosive attack upon reinforced concrete and buried metal. The results of the corrosivity testing in Table 1 as follows. Copies of laboratory test results are presented on Plates No. A12 through A16.

TABLE 2 SOIL CORROSIVITY TESTING							
Analyte	Test Method	Units	Sample Identification				
			R2 (0-3')	R3 (0-3')	R5 (0-3')	D10 (0-3')	D16 (0-3')
Soil pH	CA DOT 643 Modified*	---	8.18	7.44	8.50	8.01	7.94
Min. Resistivity	CA DOT 643 Modified*	Ω -cm	1390	2300	1470	1550	1800
Chloride	CA DOT 417	ppm	23.1	22.3	94.7	25.4	28.7
Sulfate	CA DOT 422	ppm	9.9	10.8	130.0	24.7	19.1

* = Small cell method

Ω -cm = Ohm-centimeters

ppm = Parts per million

Published literature¹ defines a corrosive area as an area where the soil and/or water contains more than 500 ppm of chlorides, more than 2000 ppm of sulfates, or has a pH of less than 5.5. Table 19-A-4 of the 1997 UBC, *Requirements for Concrete Exposed to Sulfate-Containing Solutions*, indicates "Negligible" sulfate exposure for the samples tested. Based on this criterion, the on-

□

¹ California Department of Transportation, Division of Engineering Services, Materials Engineering and Testing Services, Corrosion Technology Branch, *Corrosion Guidelines*, Version 1.0, September 2003.

site soils are not considered corrosive for the samples tested. Ordinary Type I-II Portland cement is indicated to be suitable for use on this project, assuming a minimum three-inch cover is maintained over the reinforcement.

Wallace-Kuhl & Associates are not corrosion engineers. Therefore, to further define the soil corrosion potential at the site, or to determine the need or design parameters for cathodic protection or grounding systems, a corrosion engineer should be consulted.

Ground Water

Based upon the ground water depths encountered during our field exploration, we conclude that a permanent ground water level should not be a significant factor in the design or construction of proposed residential structures and shallow utilities. Ground water elevations beneath the property will vary due to seasonal changes, subsurface soil conditions, local irrigation practices, and the relatively close proximity of existing drainage canals and detention ponds.

It is our opinion that free ground water may be encountered within the deep excavations that exceed 10 feet in depth depending upon the time of year for construction. If ground water is encountered, the dewatering system should be designed to lower the ground water at least three feet below planned excavations. The dewatering systems for previously constructed projects in this area have typically consisted of deep wells, although sump pumps also may be necessary within the excavations in isolated areas to alleviate wet conditions and help expedite construction. Scheduling of construction during the drier time of the year (mid-summer to early fall) should reduce the vertical distance that the ground water must be lowered and reduce the volume of pumped water. Dewatering systems should be designed and operated by a qualified dewatering contractor with local experience within the immediate vicinity of the site.

Seasonal Water

During the wet season, infiltrating surface water will create a saturated surface condition due to the relatively impermeable nature of the near-surface clays. Grading operations attempted following the on-set of winter rains and prior to prolonged drying periods will be hampered by high soil moisture contents. Such soils, intended for use as engineered fill, will require

considerable drying and aeration to reach a moisture content that will permit the specified degree of compaction to be achieved.

RECOMMENDATIONS

General

The proposed residential site is relatively level; therefore, we have assumed maximum excavations and fills on the order of two to three feet for development of the property. The recommendations in this report are based upon this assumption. Also, the recommendations presented below are appropriate for typical construction in the late spring through fall months. The on-site soils likely will be saturated by rainfall in the winter and early spring months, and will not be compactable without drying by aeration or the addition of lime (or a similar product) to dry the soils. Should the construction schedule require work to continue during the wet months, additional recommendations can be provided, as conditions warrant.

Site Clearing and Preparation

Prior to grading, the site should be cleared of any subsurface drainage pipes, irrigation pipes, rubble, rubbish, and vegetation. Excavations or depressions resulting from the removal of these items should be restored with engineered fill in accordance with the recommendations of this report.

Remaining surface vegetation should be removed by stripping or discing. The strippings may be stockpiled for later use or disposed of off-site. *Strippings should not be used in general fill construction, but may be used in backyard areas, provided they are kept at least five feet from the building pad, moisture conditioned and compacted. Strippings should not be used in landscape berms that will support sound walls.* Discing of organics into the surface soils may be a suitable alternate to stripping, depending on the condition and quantity of organics at the time of grading. The decision to utilize discing in lieu of stripping should be made by our representative at the time of earthwork construction. Discing operations, if approved, should be

observed by our representative and must be continuous until the organics are adequately mixed into the soil to provide a compactable mixture of soil containing minor amounts of organic matter. Pockets or significant concentrations of organics will not be allowed.

Existing drainage ditches present on-site should be cleaned of organics, saturated and unstable soils to expose firm, native materials. The exposed surface should be scarified to a depth of 12 inches and recompact to at least 90 percent of the ASTM D1557 maximum dry density, if greater than three feet from final subgrade elevation, and to at least 85 percent relative compaction if less than three feet below final subgrade elevation. Berms should be flattened and may be used as fill material provided that these soils are free of significant concentrations of organic matter, rubble, or rubbish and are not saturated. It is possible that the excavated soils from the bottom of the drainage ditches will be saturated, and will require aeration and a period of drying to allow proper compaction. Our representative will provide alternative recommendations for stabilizing the bottom of the excavations, as conditions warrant. Recomposition operations should be performed in the presence of our representative who will evaluate the performance of the materials under compactive load. Unstable soil deposits, as determined by our representative, should be excavated to expose a firm base, and grade restored with engineered fill in accordance with these recommendations.

Following site clearing, areas to receive fill or left at-grade should be scarified to a depth of 12 inches, uniformly moisture conditioned to achieve at least three percent above the optimum moisture condition and compacted to at least 85 percent of the ASTM D1557 maximum dry density. Compaction of the existing grade must be performed in the presence of our representative who will evaluate the performance of the subgrade under compactive loads and identify any loose or unstable soil conditions that could require additional excavation. Compaction should be achieved using a heavy, self-propelled, sheepsfoot compactor such as a Caterpillar 815 or equivalent.

If construction begins during the summer or fall, there is a potential that the surface clay soils may be desiccated deeper than the recommended depth of scarification. Should this condition exist, the site should be continuously watered for a sufficient period of time to close the desiccation cracks to within 12 inches of the surface. Prewatering of the site should not be

necessary if grading operations begin in the early spring months prior to the soils having a chance to dry significantly.

On-site soils are considered suitable for use in engineered fill construction, if free of rubble, rubbish, or concentrations of organics. Imported fill materials, if required, ideally should be granular with non-plastic fines or at least should be similar to, but less expansive than the native soils and free of particles greater than three inches in maximum dimension. Imported soils should be approved by our office prior to being transported to the site.

Engineered fill composed of native or imported materials should be placed in horizontal lifts not exceeding six inches in compacted thickness. Each layer should be uniformly moisture conditioned to at least three percent above the optimum moisture content and compacted to at least 85 percent of the maximum dry density for clayey soils. For granular imported soils, the relative compaction should be increased to 90 percent at a moisture content of at least optimum.

The upper twelve inches of final building pad subgrades should be uniformly moisture conditioned to at least three percent above the optimum moisture content and uniformly compacted to at least 85 percent of the maximum dry density regardless of whether final grade is completed by excavation; filling, or left at-grade. Building setbacks should be considered in design to include building pad areas that may be used to support porches or other attached structures.

The upper twelve inches of final pavement subgrades should be uniformly moisture conditioned to at least the optimum moisture content and uniformly compacted to at least 90 percent of the maximum dry density, regardless of whether final grade is completed by excavation, filling, or left at-grade.

Permanent excavation and embankment slopes should be constructed no steeper than two horizontal to one vertical (2:1).

Site preparation should be accomplished in accordance with the recommendations of this section and the *Earthwork Specifications* provided in Appendix B. A representative from our office

should be present during site preparation and grading operations to observe and test the fill to verify compliance with our recommendations.

Trench Backfill

We recommend only native soils (in lieu of select sand backfill) be used as backfill for utility trenches located within building footprints and extend at least five feet beyond to perimeter foundations to minimize water transmission beneath the structures. Clayey trench backfill should be thoroughly moisture conditioned to at least three percent above the optimum moisture content and mechanically compacted to at least 85 percent of the ASTM D1557 maximum dry density. We recommend that underground utility trenches that are aligned nearly parallel with foundations be at least three feet from the outer edge of foundations, wherever possible. As a general rule, trenches should not encroach into the zone extending outward at a 1:1 inclination below the foundations. Additionally, trenches near foundations should not remain open longer than 72 hours to prevent drying and potential shrinkage cracks. The intent of these recommendations is to prevent loss of both lateral and vertical support of foundations, resulting in possible settlement.

Residential Foundation Design Alternatives

We understand the residential lots may be developed with production homes or custom homes with lots being sold and developed by individual owners/developers. Custom lot owners/developers may rely upon the following recommendations for design of specific foundation systems or hire their own consultant to provide recommendations for design of the building foundations.

Based upon results of our investigation and our knowledge and experience with similar projects in the area, we recommend the proposed single-family structures be supported on either post-tensioned slabs, deepened and heavily reinforced conventional foundations and slabs-on-grade, or pier and grade beam systems with raised flooring. Recommendations for each foundation type are discussed as follows:

Post-Tensioned Concrete Foundation/Slab Systems

Based on the characteristics of the soil measured during our geotechnical engineering investigation of the site, we have computed the following post-tensioned concrete foundation/floor slab system design parameters. Specific design of post-tensioned foundation/slab systems should be performed by a qualified structural engineer using the following geotechnical engineering parameters, which were derived from the results of laboratory tests and guidelines contained in the *Post-Tensioning Institute Design Manual (Second Edition)*.

TABLE 3 PT SLAB DESIGN PARAMETERS	
1.	Thornthwaite Moisture Index = -20
2.	Average Edge Moisture Variation Distance (Em): Center Lift = 5.0 feet Edge Lift = 3.0 feet
3.	Plasticity Index = 35
4.	Plastic Limit = 20
5.	Percent Clay = 47% (≤ 0.002 mm; predominantly montmorillonite)
6.	Activity Ratio (A_c) = 0.73
7.	Cation Exchange Activity ($CEAc$) = 0.69
8.	Approximate Depth to Constant Moisture = 5.0 feet
9.	Approximate Soil Suction = 3.6 pF
10.	Approximate Moisture Velocity = 0.7 in/mo.
11.	Anticipated Swell (Y_m): Center Lift = 2.71 inches Edge Lift = 0.425 inches

The post-tensioned slab foundation should not exert more than 1000 pounds per square foot (psf) on the building pad soils for the dead plus live load conditions. The allowable post-tensioned slab bearing capacity may be increased to 1300 psf to evaluate all loads, including wind or seismic forces.

The common post-tensioned foundation used in the greater Sacramento area in recent years has consisted of a 10-inch thick slab, deepened to 12 inches at the perimeter. We recommend the 10-inch portion of the slab be underlain by a durable vapor barrier (at least 10 mils thick) placed directly on the soil subgrade, covered with two inches of damp, clean sand. Prior to placement of the vapor barrier, the subgrade soils should be moisture conditioned to at least three percent above the optimum moisture content to a depth of at least 12 inches. Our office should confirm the subgrade soils are at the appropriate moisture content within 48 hours of slab construction.

Although the 10-inch post-tensioned slabs are commonly used in this area, other designs may be applicable. If alternate designs are being considered, additional design recommendations can be provided, as desired.

Conventional Foundations

The residential structures could be supported on conventional continuous perimeter foundations or isolated interior spread foundations embedded at least 18 inches below lowest adjacent soil grade. Continuous foundations should be at least 12 inches wide; isolated spread foundations should be at least 18 inches in plan dimension. Foundations so established may be sized based upon an allowable bearing capacity of 1500 psf for dead load plus live loads, with a one-third increase to include the short-term effects of seismic or wind forces. The weight of foundation concrete extending below lowest adjacent soil grade may be disregarded in sizing computations.

To impede moisture migration to or from beneath the structures, it is crucial that perimeter foundations be continuous around the entire structure. Continuous foundations should be reinforced with a minimum of four No. 4 reinforcement bars, placed two each near the top and bottom of the foundation to minimize the effects of potentially expansive clays, and to allow the foundations the ability to span isolated soil irregularities. Continuous foundations also should be provided with No. 4 slab tie reinforcing bars, positioned at least every 54 inches and penetrating at least two feet horizontally into the floor slab. The project engineer should evaluate the need for additional reinforcement.

Resistance to lateral displacement of shallow foundations may be computed using an allowable friction factor of 0.25 multiplied by the effective vertical load on each foundation. Additional lateral resistance may be achieved using an allowable passive earth pressure against the vertical projection of the foundation equal to an equivalent fluid pressure of 250 psf per foot of depth. These two modes of resistance should not be added unless the frictional component is reduced by 50 percent since mobilization of the passive resistance requires some horizontal movement, effectively reducing the frictional resistance.

Pier and Grade Beam Foundation Systems

The residential structures could be supported on pier and grade beam foundations with raised floors. Drilled, cast-in-place piers should be at least 12 inches in diameter and extend at least four feet below finished pad grades. Drilled piers may be sized based on an allowable skin friction of 500 psf with the understanding that the upper 12 inches should be disregarded, due to expansive soil conditions. This value is for dead plus live load considerations and may be increased by one-third for the short-term effects of seismic or wind forces. Grade beams should be at least eight inches wide and extend at least four inches into the finished building pad at the perimeter to prevent water intrusion beneath the structure. Pier and grade beam spacing, as well as required reinforcing for piers and grade beams, should be determined by the structural engineer.

Lateral resistance of the drilled piers may be evaluated by applying a passive earth pressure equivalent to a fluid pressure of 250 psf per foot of depth applied over an area equal to the pier diameter times the depth of the pier.

Interior Floor Slab Support

The following recommendations apply only to interior slab-on-grade floors used in conjunction with deepened conventional foundations.

Interior concrete slab-on-grade lower floors can be suitably supported upon the soil subgrade prepared in accordance with the recommendations in this report and maintained in that condition (above optimum moisture). Interior concrete slab-on-grade floors should be at least four inches thick and, as a minimum, should contain No. 3 reinforcing bars on 18-inch center-to-center spacing, located at mid-slab depth. This slab reinforcement is suggested as a guide "minimum" only; final reinforcement and joint spacing should be determined by the structural engineer based on anticipated slab loading. Proper and consistent location of the reinforcement at mid-slab is essential to its performance. The risk of uncontrolled shrinkage cracking is increased if the reinforcement is not properly located within the slab.

Floor slabs should be underlain by a layer of free-draining crushed rock, serving as a deterrent to migration of capillary moisture. The crushed rock layer should be at least four inches thick and graded such that 100 percent passes a one-inch sieve and none passes a No. 4 sieve. Additional moisture protection should be provided by placing a sheet plastic membrane directly over the gravel. The plastic water vapor retarder should meet or exceed the minimum specifications outlined in ASTM E1745. From the standpoint of structural support, garage floors may be constructed directly upon the soil subgrade, with the understanding that they are not intended for moisture sensitive floor coverings. However, if moisture protective measures for garage floors are desired, support should include the gravel and plastic membrane discussed above.

Floor slab construction over the past 20 years or more has included placement of a thin layer of sand over the vapor retarder membrane. The intent of the sand is to aid in the proper curing of the slab concrete. However, recent debate over excessive moisture vapor emissions from floor slabs includes concern for water trapped within the sand. As a consequence, we consider the use of the sand layer as optional. The concrete curing benefits should be weighed against efforts to reduce slab moisture vapor transmission.

Due to the presence of expansive soil conditions, moisture conditioning of subgrade soils prior to placement of floor slab concrete is considered essential. Immediately prior to slab concrete placement, the subgrade soils, to a depth of least 12 inches, should be brought to a uniform, near-saturated moisture condition by liberal watering or sprinkling. Slab subgrade moisture condition should be field checked by our representative for each building pad within 48 hours prior to slab placement. Due to saturation of these upper soils, it is imperative that moisture vapor penetration resistance techniques be utilized in design and construction of interior floor slabs.

The recommendations presented above should mitigate significant soils-related cracking of the slab-on-grade floors. Also important to the performance and appearance of a Portland cement concrete slab is the quality of the concrete, the workmanship of the concrete contractor, the curing techniques utilized and the spacing of control joints.

Floor Slab Moisture Penetration Resistance

It is considered likely that floor slab subgrade soils will become saturated at some time during the life of the structures. This is a certainty when slabs are constructed during the wet season, when the subgrade soils are saturated prior to slab construction and when constantly wet ground or poor drainage conditions exist adjacent to structures. For this reason, it should be assumed that all interior slabs, particularly those intended for moisture-sensitive floor coverings or materials, require protection against moisture or moisture vapor penetration. Standard practice includes the rock and plastic membrane as discussed above. However, the rock and plastic membrane offer only a limited, first line of defense against soil-related moisture. Recommendations contained in this report concerning foundation and floor slab design are presented as *minimum* requirements only from the geotechnical engineering standpoint.

It is emphasized that we are not slab moisture proofing or moisture protection experts. We are expressly stating that we make no guarantee nor provide any assurance that use of the sub-slab rock and sheet plastic will reduce slab moisture penetration to any specific amount or level, particularly those required by floor covering manufacturers. The builder and designers should consider all available measures for slab moisture protection. It is commonly accepted that

maintaining the lowest practical water-cement ratio in the slab concrete is one of the most effective ways to reduce future moisture vapor penetration of the completed slabs.

Exterior Flatwork Construction

Areas to receive exterior concrete flatwork (i.e. sidewalks, patios, etc.) should be uniformly compacted and moisture conditioned to a least three percent above the optimum moisture, prior to the placement of the concrete. Proper moisture conditioning of the subgrade soils is considered essential to the performance of exterior flatwork. Expansion joints should be provided to allow for minor vertical movement of the flatwork. Exterior flatwork should be constructed independent of perimeter building foundations and isolated column foundations by the placement of a layer of felt material between the flatwork and the foundation.

Residential driveway slabs should be constructed with thickened edges, at least two inches plus the slab thickness and 36 inches wide in accordance with American Concrete Institute (ACI) design standards. Driveway slabs should be reinforced with at least 6 x 6/W2.9 x W2.9 flat sheets of welded wire mesh, or No. 3 reinforcing bars placed on maximum 24-inch centers. Reinforcement must be located at mid-slab depth to be effective. If the single-family homes are supported on post-tensioned slabs, the driveways also could be post-tensioned. The structural engineer should design the post-tensioning of the driveways.

Consideration should be given to thickening the edges of sidewalks and patios to at least twice the slab thickness. Irrigated landscaping adjacent to concrete flatwork will help maintain a more uniform moisture in the soils and reduce the amount of differential movement.

Sound Wall Systems

Foundations for sound wall systems should bear on firm, undisturbed ground, engineered fill placed and compacted in accordance with the recommendations of our report, or a combination of these materials, as confirmed by our representative. Sound wall foundations should extend at least 18 inches below the lowest adjacent soil grade. Foundations may be sized using a maximum allowable soil bearing pressure of 1500 psf with a one-third increase for wind or

seismic forces. Foundations should be at least 12 inches wide. Lateral resistance may be computed using an equivalent fluid pressure of 250 pounds per cubic foot (pcf), with the understanding that the upper 12 inches of embedment should be neglected due to the presence of expansive clays. For pier foundations used to support sound walls, the lateral resistance may be applied over 1½ times the pier diameter.

Where foundations extend within three feet of slopes steeper than three horizontal to one vertical (3:1), an additional six inches of embedment should be disregarded in lateral stability calculations.

Site Drainage

Performance of building foundations, slabs-on-grade floors and pavement areas is dependent upon proper control of surface water on the site. The ground adjacent to buildings should be sloped away from structures at a gradient no less than two percent for a distance of at least five feet, where possible. We recommend that roof drain downspouts either discharge onto paved surfaces leading away from structures or that roof drains be connected to rigid non-perforated piping directed to an appropriate drainage point away from the structures. Ponding of surface water should not be allowed adjacent to the structures or pavements. Landscape berms, if planned, should not be constructed in such a manner as to promote drainage toward the buildings.

Pavement Design

Laboratory testing of on-site soils indicate the near-surface soils possess Resistance ("R") values of 5 or less (see Plates No. A7 through A9). Table 4 summarizes pavement sections that were designed using the procedures contained within Chapter 600 of the *California Highway Design Manual*, dated July 1, 1990; and Traffic Indices (TI's) for various street widths contained in the *City of Woodland Standard Specifications and Details* (2002 edition).

TABLE 4
PAVEMENT DESIGN ALTERNATIVES

Traffic Index (TI)	Minimum Width of Right-of-Way (feet)	Untreated Subgrades R-value = 5		Chemically-Treated Subgrades Soils (a) R-value = 50+	
		Type B Asphalt Concrete (inches)	Class 2 Aggregate Base (inches)	Type B Asphalt Concrete (inches)	Class 2 Aggregate Base (inches)
5.0	57' Local (Residential)	2½	11	2½	5
		3*	10	3*	4
6.0	62' Local (Primary Residential)	2½	15	2½	6
		3½*	13	3½*	4
7.0	66' Collector	3	18	3	7
		4*	16	4*	5
10.0(b)	82' Minor Aerial and 106' Minor Arterial	5	26	5	11
		6½*	23	6½*	8

* = Asphalt thickness includes Caltrans Factor of Safety.

(a) = Lime-treated subgrade should be at least 16 inches thick as per City of Woodland.

(b) = Minimum Traffic Index per City of Woodland; however, may be revised by the City Engineer based on 20-year Traffic Index calculated.

We emphasize that the performance of the pavement is critically dependent upon uniform and adequate compaction of the soil subgrade, as well as all engineered fill and utility trench backfill within the limits of the pavements. We recommend that pavement subgrade preparation, i.e. scarification, moisture conditioning and compaction, be performed after underground utility construction is completed and just prior to aggregate base placement. The upper six inches of pavement subgrade soils should be compacted to at least 90 percent relative compaction at no less than the optimum moisture content. All aggregate base should be compacted to at least 95 percent of the maximum dry density.

The native clay soils are anticipated to react well with the addition of quicklime (high-calcium or dolomitic) and could enhance the support characteristics of the subgrade and allow for a

reduction in the aggregate base section. Chemical treatment of subgrade soils as part of the pavement section would be subject to approval by the City of Woodland. Typical spread rates will vary from three to five percent based on dry soil weight. For estimating purposes only, we recommend a minimum spread rate of at least four percent by dry unit weight or six pounds of quicklime per square foot of mixing depth (at least 16 inches). Lime-treated subgrades should be compacted to not less than 95 percent of the ASTM D1557 maximum dry density, at a moisture content of at two percent above the optimum moisture content.

If chemical treatment alternates are selected for use at this site, additional testing should be performed during construction to verify that the design parameters are achieved in the field. Samples of the field-mixed soil and lime should be collected and tested for minimum unconfined compressive strength of 400 pounds per square inch (psi) when tested in accordance with California Test 373 and a minimum Resistance value of 50 when tested in accordance with California Test 301. This additional testing will either verify the design parameters or provide the opportunity to modify the pavement sections based upon the test results.

We are recommending the use of an aggregate section to act as a rock cushion beneath all pavements, i.e., no pavement directly upon the chemically treated subgrades. Our experience indicates cracking problems usually occur with asphalt concrete placed directly on a treated subgrade. Even when the treated soils are properly cured, cracks tend to develop over time, and without the use of the rock cushion, these cracks propagate up through the asphalt concrete.

Efficient drainage of all surface water to avoid infiltration and saturation of the supporting aggregate base and subgrade soils is important to pavement performance. Weep holes also could be provided at drop inlets, located at the subgrade-base interface, to allow accumulated water to drain from beneath the pavements.

Materials quality and construction of the structural section of the pavement should conform to the applicable provisions of the *Caltrans Standard Specifications* and the *City of Woodland Standard Specifications and Details*, latest editions.

Geotechnical Engineering Observation and Testing During Earthwork

Site preparation should be accomplished in accordance with the recommendations of this report and the *Earthwork Specifications* provided in Appendix B. Representatives of Wallace-Kuhl & Associates, Inc., should be present during site preparation and all grading operations to observe and test the fill to verify compliance with our recommendations and the job specifications. These services are beyond the scope of work authorized for this investigation.

In the event that Wallace-Kuhl & Associates, Inc., is not retained to provide geotechnical engineering observation and testing services during construction, the Geotechnical Engineer retained to provide this service in conformance with Section 3317.1, 3317.3 and 3317.8 of the 2001 edition of the CBC, should indicate in writing that they agree with the recommendations of this report, or prepare supplemental recommendations as necessary. A final report by the "Soils Engineer" should be prepared upon completion of the project as required by the UBC Section 3318.2. The title Soils Engineer is restricted in the State of California to a Civil Engineer authorized by the State of California to use the title "Geotechnical Engineer".

LIMITATIONS

Our recommendations are based upon the information provided regarding the proposed construction, combined with our analysis of site conditions revealed by the field exploration and laboratory testing programs. We have used prudent engineering judgment based upon the information provided and the data generated from our investigation. If the proposed construction is modified or re-sited; or, if it is found during construction that subsurface conditions differ from those we encountered at the boring locations, we should be afforded the opportunity to review the new information or changed conditions to determine if our conclusions and recommendations must be modified.

We recommend that Wallace - Kuhl & Associates, Inc. be retained to review the final plans and specifications to determine if the intent of our recommendations has been implemented in those documents.

We emphasize that this report is applicable only to the proposed construction and the investigated site. This report should not be utilized for construction on any other site. This report is considered valid for the proposed construction for a period of two years following the date it was issued. If construction has not started within two years, we must re-evaluate the recommendations of this report and update the report, if necessary.

Wallace - Kuhl & Associates, Inc.



Gerard J. Follettie
Staff Engineer

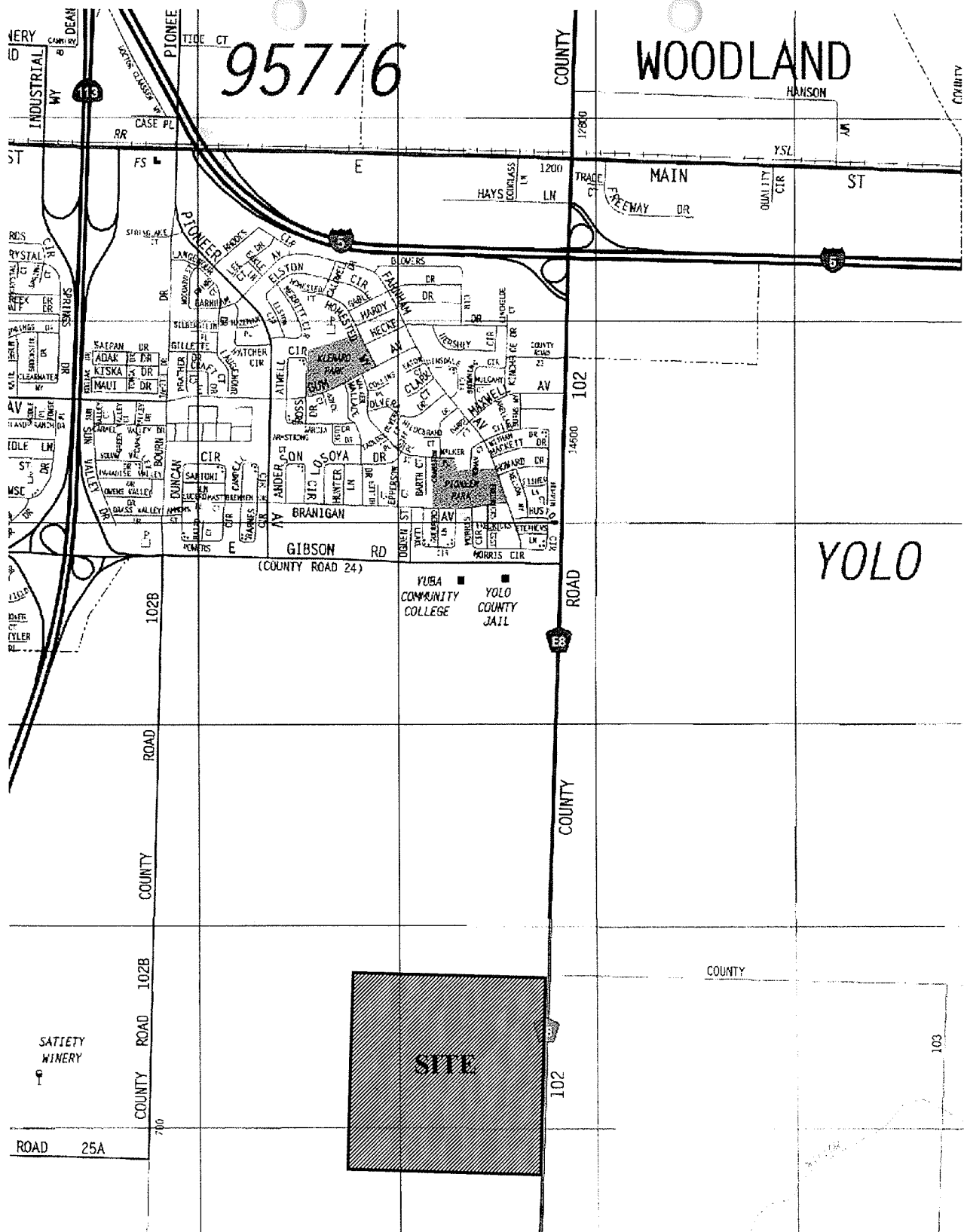
GJF:MMW



Michael M. Watari
Project Engineer



R:\Dept. 2 - Geotech\Active Jobs\4159.09 - Heritage Development (Spring Lake S. 160-acres)\4159.09 - Heritage Development GER.doc



Adapted from the Thomas Guide
Sacramento and Solano Counties
Street Guide and Directory, 2001 edition.

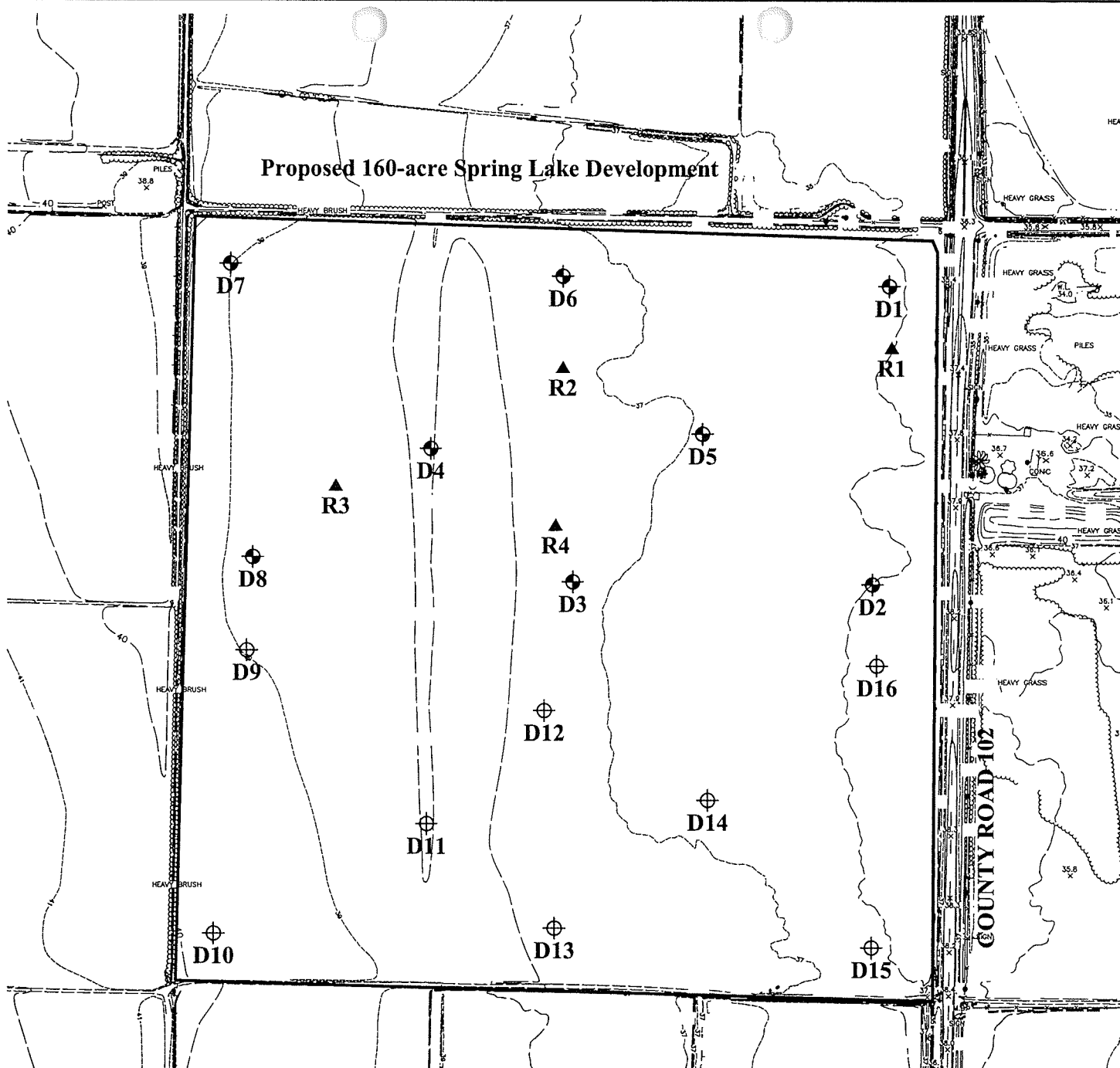
0 950 1900
Scale in Feet



WALLACE • KUHLL & ASSOCIATES, INC.
GEOTECHNICAL ENGINEERING
GEOLOGIC & ENVIRONMENTAL SERVICES

VICINITY MAP
HERITAGE DEVELOPMENT
Woodland, California

WKA NO: 4159.09
DATE: 6/04
PLATE NO: 1

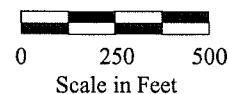


Legend:

- ⊕ - Approximate soil boring location (10/16/02)
- ⊙ - Approximate soil boring location (5/17/04)
- ▲ - Approximate bulk sample location

Note:

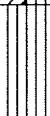
Aerial Topo Provided by: Radman Aerial
Dated: December 1, 1997
Bench Mark: City of Woodland DATUM
Location: NE Corner of Gibson Road and County Road 102
Elevation: (1989 DATUM) = 35.881



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GEOLOGIC & ENVIRONMENTAL SERVICES

VICINITY MAP
HERITAGE DEVELOPMENT
Woodland, California

WKA NO: 4159.09
DATE: 6/04
PLATE NO: 2

DEPTH (feet)	SAMPLER	SAMPLE NUMBER	BLOWS/FT.	DRY UNIT WT. (PCF)	MOISTURE CONTENT (%)	OTHER TESTS	USCS	GRAPHIC LOG	BORING NUMBER: D1		DRILL RIG/METHOD:	
									DATE DRILLED: 10/16/02 LOGGED BY: GJF		CME 55HT / 6 INCH SOLID FLIGHT AUGERS	
SOIL DESCRIPTION AND REMARKS												
Approximate surface elevation = +35 feet msl (City Datum '89)												
0							CH		Brown, fine sandy, silty clay			
		D1-1I	10	95	25.0	1.5 (TSF) UCC						
5		D1-2I	18	107	17.2							
10		D1-3I	7	88	33.7		CL/ ML		Brown, silty clay/ clayey silt			
15		D1-4I	19				ML		Brown, weakly cemented, fine sandy silt			
20												
									NOTES: 1. This log depicts conditions only at the boring location, see Plate No. 2, and only on the date of field exploration. 2. Ground water was not encountered in the boring. 3. For an explanation of the symbols used in the boring log, see Plate No. 19.			
 WALLACE • KUHLMAN & ASSOCIATES, INC. GEOTECHNICAL ENGINEERING GEOLOGIC & ENVIRONMENTAL SERVICES							BORING LOG D1 HERITAGE DEVELOPMENT Woodland, California				WKA NO: 4159.09 DATE: 6/04 PLATE NO: 3	

DEPTH (feet)	SAMPLER	SAMPLE NUMBER	BLOWS/FT.	DRY UNIT WT. (PCF)	MOISTURE CONTENT (%)	OTHER TESTS	USCS	GRAPHIC LOG	BORING NUMBER: D2 DATE DRILLED: 10/16/02 LOGGED BY: GJF		DRILL RIG/METHOD: CME 55HT / 6 INCH SOLID FLIGHT AUGERS	
									SOIL DESCRIPTION AND REMARKS			
0									Approximate surface elevation = +35 feet msl (City Datum '89)			
							CH		Brown, fine sandy, silty clay			
	D2-1I		19	102	20.8							
5							ML		Brown, clayey silt			
	D2-2I		9	92	27.8		CL/ CH		Brown, fine sandy, silty clay			
10							CL		Brown, silty clay			
	D2-3I		10									
15												
	D2-4I		26									
20												
									NOTES: 1. This log depicts conditions only at the boring location, see Plate No. 2, and only on the date of field exploration. 2. Ground water was not encountered in the boring. 3. For an explanation of the symbols used in the boring log, see Plate No. 19.			



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BORING LOG D2

HERITAGE DEVELOPMENT

Woodland, California

WKA NO: 4159.09

DATE: 6/04

PLATE NO: 4

DEPTH (feet)	SAMPLER	SAMPLE NUMBER	BLOWS/FT.	DRY UNIT WT. (PCF)	MOISTURE CONTENT (%)	OTHER TESTS	USCS	GRAPHIC LOG	BORING NUMBER: D3		DRILL RIG/METHOD:	
									DATE DRILLED: 10/16/02	LOGGED BY: GJF	CME 55HT / 6 INCH	SOLID FLIGHT AUGERS
SOIL DESCRIPTION AND REMARKS												
0									Approximate surface elevation = +37.5 feet msl (City Datum '89)			
							CH		Brown, silty clay			
	D3-1I		20	105	18.5							
							CL		Brown, silty clay			
5	D3-2I		8	93	27.4	.64 (TSF) UCC						
							CH		Brown, silty clay			
10	D3-3I		16	98	23.9							
15	D3-4I		17									
20												
									NOTES: 1. This log depicts conditions only at the boring location, see Plate No. 2, and only on the date of field exploration. 2. Ground water was not encountered in the boring. 3. For an explanation of the symbols used in the boring log, see Plate No. 19.			



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 GEOTECHNICAL ENGINEERING
 GEOLOGIC & ENVIRONMENTAL SERVICES

BORING LOG D3

HERITAGE DEVELOPMENT

Woodland, California

WKA NO: 4159.09

DATE: 6/04

PLATE NO: 5

DEPTH (feet)	SAMPLER	SAMPLE NUMBER	BLOWS/FT.	DRY UNIT WT. (PCF)	MOISTURE CONTENT (%)	OTHER TESTS	USCS	GRAPHIC LOG	BORING NUMBER: D5		DRILL RIG/METHOD:	
									DATE DRILLED: 10/16/02		CME 55HT / 6 INCH	
									LOGGED BY: GJF		SOLID FLIGHT AUGERS	
SOIL DESCRIPTION AND REMARKS												
Approximate surface elevation = +37 feet msl (City Datum '89)												
0								CH		Brown, fine sandy silty clay		
		D5-1I	14	76	12.6							
5								ML		Brown, clayey silt		
		D5-2I	10	93	28.8			CH		Brown, silty clay		
10								CL		Brown, weakly cemented, silty clay		
		D5-3I	9									
15								CH		Brown, silty clay		
		D5-4I	10	98	26.8							
20												
									NOTES: 1. This log depicts conditions only at the boring location, see Plate No. 2, and only on the date of field exploration. 2. Ground water was not encountered in the boring. 3. For an explanation of the symbols used in the boring log, see Plate No. 19.			



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BORING LOG D5

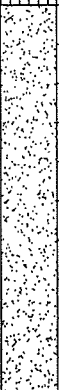
HERITAGE DEVELOPMENT

Woodland, California

WKA NO: 4159.09

DATE: 6/04

PLATE NO: 7

DEPTH (feet)	SAMPLER	SAMPLE NUMBER	BLOWS/FT.	DRY UNIT WT. (PCF)	MOISTURE CONTENT (%)	OTHER TESTS	USCS	GRAPHIC LOG	BORING NUMBER: D6		DRILL RIG/METHOD:	
									DATE DRILLED: 10/16/02		CME 55HT / 6 INCH	
									LOGGED BY: GJF		SOLID FLIGHT AUGERS	
SOIL DESCRIPTION AND REMARKS												
Approximate surface elevation = +38 feet msl (City Datum '89)												
0							CH		Brown, silty clay			
		D6-1I	16	109	12.9	3.7 (TSF) UCC	ML		Brown, clayey fine sandy silt			
5		D6-2I	9	102	7.6		SM		Brown, silty fine to medium sand			
10		D6-3I	10	99	3.8		SP		Gray, fine to coarse sand			
15		D6-4I	15				SM		Brown, silty fine to coarse sand			
20	NOTES: 1. This log depicts conditions only at the boring location, see Plate No. 2, and only on the date of field exploration. 2. Ground water was not encountered in the boring. 3. For an explanation of the symbols used in the boring log, see Plate No. 19.											



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BORING LOG D6

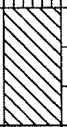
HERITAGE DEVELOPMENT

Woodland, California

WKA NO: 4159.09

DATE: 6/04

PLATE NO: 8

DEPTH (feet)	SAMPLER	SAMPLE NUMBER	BLOWS/FT.	DRY UNIT WT. (PCF)	MOISTURE CONTENT (%)	OTHER TESTS	USCS	GRAPHIC LOG	BORING NUMBER: D7		DRILL RIG/METHOD:	
									DATE DRILLED: 10/16/02 LOGGED BY: GJF		CME 55HT / 6 INCH SOLID FLIGHT AUGERS	
SOIL DESCRIPTION AND REMARKS												
Approximate surface elevation = +39 feet msl (City Datum '89)												
0							CH		Brown, fine sandy silty clay			
		D7-1I	17	109	15.5							
5							ML		Brown, fine sandy clayey silt			
		D7-2I	13	105	16.4	1.1 (TSF) UCC						
10												
		D7-3I	5	89	30.7							
							CH		Brown, silty clay			
15												
		D7-4I	15									
20												
									NOTES: 1. This log depicts conditions only at the boring location, see Plate No. 2, and only on the date of field exploration. 2. Ground water was not encountered in the boring. 3. For an explanation of the symbols used in the boring log, see Plate No. 19.			



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BORING LOG D7

HERITAGE DEVELOPMENT

Woodland, California

WKA NO: 4159.09

DATE: 6/04

PLATE NO: 9

DEPTH (feet)	SAMPLER	SAMPLE NUMBER	BLOWS/FT.	DRY UNIT WT. (PCF)	MOISTURE CONTENT (%)	OTHER TESTS	USCS	GRAPHIC LOG	BORING NUMBER: D8		DRILL RIG/METHOD:	
									DATE DRILLED: 10/16/02		CME 55HT / 6 INCH	
									LOGGED BY: GJF		SOLID FLIGHT AUGERS	
SOIL DESCRIPTION AND REMARKS												
Approximate surface elevation = +39 feet msl (City Datum '89)												
0								CL/ CH	Brown, fine sandy silty clay			
		D8-1I	12	104	15.2	5.1 (TSF) UCC						
5								CL	Brown, fine sandy silty clay			
		D8-2I	8	99	18.8			SM	Brown, silty fine sand			
10								CL/ ML	Brown, silty clay/clayey silt			
		D8-3I	11									
15								CH	Brown, silty clay			
		D8-4I	19	96	26.9							
20												
									NOTES: 1. This log depicts conditions only at the boring location, see Plate No. 2, and only on the date of field exploration. 2. Ground water was not encountered in the boring. 3. For an explanation of the symbols used in the boring log, see Plate No. 19.			
 WALLACE • KUHL & ASSOCIATES, INC. GEOTECHNICAL ENGINEERING GEOLOGIC & ENVIRONMENTAL SERVICES							BORING LOG D8 HERITAGE DEVELOPMENT Woodland, California				WKA NO: 4159.09 DATE: 6/04 PLATE NO: 10	

DEPTH (feet)	SAMPLER	SAMPLE NUMBER	BLOWS/FT.	DRY UNIT WT. (PCF)	MOISTURE CONTENT (%)	OTHER TESTS	USCS	GRAPHIC LOG	BORING NUMBER: D9		DRILL RIG/METHOD:	
									DATE DRILLED: 5/17/04		CME-850/6-INCH SOLID FLIGHT AUGERS	
									SOIL DESCRIPTION AND REMARKS			
0								CH		Dark brown, silty clay		
		D9-1I	17	100	20.0	4.5 (TSF) UCC						
								CL		Brown, silty clay		
5		D9-2I	7	100	14.7			SM		Brown, silty fine sand		
								ML		Brown, slightly clayey fine sandy silt		
10		D9-3I	4									
												
								CH		Dark brown, silty clay		
15		D9-4I	15									
20												
									<u>Notes:</u> 1. This log depicts conditions only at the boring location, see Plate No. 2, and only on the date of field exploration. 2. For an explanation of the symbols used in the boring log, see Plate No. 19.			



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BORING LOG D9

HERITAGE DEVELOPMENT

Woodland, California

WKA NO: 4159.09

DATE: 6/04

PLATE NO: 11

DEPTH (feet)	SAMPLER	SAMPLE NUMBER	BLOWS/FT.	DRY UNIT WT. (PCF)	MOISTURE CONTENT (%)	OTHER TESTS	USCS	GRAPHIC LOG	BORING NUMBER: D10		DRILL RIG/METHOD:	
									DATE DRILLED: 5/17/04		CME-850/6-INCH	
									LOGGED BY: GJF			
SOIL DESCRIPTION AND REMARKS												
0												
		D10-1I	17	99	22.4			CH	Dark brown, silty clay			
		D10-2I	8					SM	Brown, silty fine sand			
5		D10-2I	8					ML	Brown, clayey sandy silt			
		D10-3I	9					ML	Brown, clayey silt			
10												
15												
20												
									Notes: 1. This log depicts conditions only at the boring location, see Plate No. 2, and only on the date of field exploration. 2. Ground water was not encountered in the boring. 3. For an explanation of the symbols used in the boring log, see Plate No. 19			



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BORING LOG D10

HERITAGE DEVELOPMENT

Woodland, California

WKA NO: 4159.09

DATE: 6/04

PLATE NO: 12

DEPTH (feet)	SAMPLER	SAMPLE NUMBER	BLOWS/FT.	DRY UNIT WT. (PCF)	MOISTURE CONTENT (%)	OTHER TEST	USCS	GRAPHIC LOG	BORING NUMBER: D11		DRILL RIG/METHOD:	
									DATE DRILLED: 5/17/04		CME-850/6-INCH	
									LOGGED BY: GJF		SOLID FLIGHT AUGERS	
SOIL DESCRIPTION AND REMARKS												
0								CH		Dark brown, silty clay		
5		D11-2I	7	93	25.7			ML		Brown, clayey silt		
10		D11-3I	13					CH		Dark brown, silty clay		
15		D11-4I	14									
20												
									<u>Notes:</u> 1. This log depicts conditions only at the boring location, see Plate No. 2, and only on the date of field exploration. 2. For an explanation of the symbols used in the boring log, see Plate No. 19.			


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BORING LOG D11
 HERITAGE DEVELOPMENT
 Woodland, California

WKA NO: 4159.09
 DATE: 6/04
 PLATE NO: 13

DEPTH (feet)	SAMPLER	SAMPLE NUMBER	BLOWS/FT.	DRY UNIT WT. (PCF)	MOISTURE CONTENT (%)	OTHER TESTS	USCS	GRAPHIC LOG	BORING NUMBER: D12		DRILL RIG/METHOD:	
									DATE DRILLED: 5/17/04		CME-850/6-INCH	
									LOGGED BY: GJF		SOLID FLIGHT AUGERS	
SOIL DESCRIPTION AND REMARKS												
0		D12-1I	22	100	21.8	5.1 (TSF) UCC	CH		Dark brown, silty clay			
5		D12-2I	10	92	25.2		CL		Brown, silty clay			
10		D12-3I	18				CH		Brown, silty clay			
15									<u>Notes:</u> 1. This log depicts conditions only at the boring location, see Plate No. 2, and only on the date of field exploration. 2. Ground water was not encountered in the boring. 3. For an explanation of the symbols used in the boring log, see Plate No. 19			
20												


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BORING LOG D12
 HERITAGE DEVELOPMENT
 Woodland, California

WKA NO: 4159.09
 DATE: 6/04
 PLATE NO: 14

DEPTH (feet)	SAMPLER	SAMPLE NUMBER	BLOWS/FT.	DRY UNIT WT. (PCF)	MOISTURE CONTENT (%)	OTHER TESTS	USCS	GRAPHIC LOG	BORING NUMBER: D13		DRILL RIG/METHOD:	
									DATE DRILLED: 5/17/04		CME-850/6-INCH	
									LOGGED BY: GJF		SOLID FLIGHT AUGERS	
SOIL DESCRIPTION AND REMARKS												
0												
		D13-1I	20	101	19.4			CH		Dark brown, silty clay		
5		D13-2I	6	94	27.3			ML		Brown, fine sandy silt		
10		D13-3I	17					CH		Dark brown, silty clay		
15										Notes: 1. This log depicts conditions only at the boring location, see Plate No. 2, and only on the date of field exploration. 2. Ground water was not encountered in the boring. 3. For an explanation of the symbols used in the boring log, see Plate No. 19		
20												



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BORING LOG D13

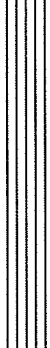
HERITAGE DEVELOPMENT

Woodland, California

WKA NO: 4159.09

DATE: 6/04

PLATE NO: 15

DEPTH (feet)	SAMPLER	SAMPLE NUMBER	BLOWS/FT.	DRY UNIT WT. (PCF)	MOISTURE CONTENT (%)	OTHER TESTS	USCS	GRAPHIC LOG	BORING NUMBER: D14		DRILL RIG/METHOD:	
									DATE DRILLED: 5/17/04		CME-850/6-INCH	
									LOGGED BY: GJF		SOLID FLIGHT AUGERS	
SOIL DESCRIPTION AND REMARKS												
0		D14-1I	15	91	25.2	2.7 (TSF) UCC	CH		Dark brown, silty clay			
5		D14-2I	5				ML		Brown, fine sandy silt			
10		D14-3I	19				CH		Dark brown, silty clay			
15									<u>Notes:</u> 1. This log depicts conditions only at the boring location, see Plate No. 2, and only on the date of field exploration. 2. Ground water was not encountered in the boring. 3. For an explanation of the symbols used in the boring log, see Plate No. 19			
20												


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BORING LOG D14
 HERITAGE DEVELOPMENT
 Woodland, California

WKA NO: 4159.09
 DATE: 6/04
 PLATE NO: 16

DEPTH (feet)	SAMPLER	SAMPLE NUMBER	BLOWS/FT.	DRY UNIT WT. (PCF)	MOISTURE CONTENT (%)	OTHER TESTS	USCS	GRAPHIC LOG	BORING NUMBER: D15		DRILL RIG/METHOD:	
									DATE DRILLED: 5/17/04		CME-850/6-INCH	
									LOGGED BY: GJF		SOLID FLIGHT AUGERS	
SOIL DESCRIPTION AND REMARKS												
0								CH	Dark brown, silty clay			
		D15-1I	17	100	21.3	7.7 (TSF) UCC						
5		D15-2I	11	81	27.4			CL	Brown, silty clay			
10		D15-3I	17									
												
15		D15-4I	17						slightly sandy			
20												
									<u>Notes:</u> 1. This log depicts conditions only at the boring location, see Plate No. 2, and only on the date of field exploration. 2. For an explanation of the symbols used in the boring log, see Plate No. 19.			



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BORING LOG D15

HERITAGE DEVELOPMENT

Woodland, California

WKA NO: 4159.09

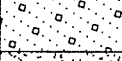
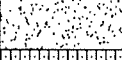
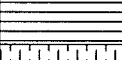
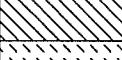
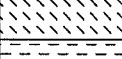
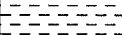
DATE: 6/04

PLATE NO: 17

DEPTH (feet)	SAMPLER	SAMPLE NUMBER	BLOWS/FT.	DRY UNIT WT. (PCF)	MOISTURE CONTENT (%)	OTHER TESTS	USCS	GRAPHIC LOG	BORING NUMBER: D16		DRILL RIG/METHOD:	
									DATE DRILLED: 5/17/04		CME-850/6-INCH	
									LOGGED BY: GJF			
SOIL DESCRIPTION AND REMARKS												
0								CH		Dark brown, silty clay		
		D16-1I	22	107	14.8							
5								CL		Brown, sandy silty clay		
		D16-2I	7	102	18.9							
								SM		Brown, silty fine sand		
10								ML		Brown, clayey silt		
		D16-3I	5									
15												
20												
									Notes: 1. This log depicts conditions only at the boring location, see Plate No. 2, and only on the date of field exploration. 2. Ground water was not encountered in the boring. 3. For an explanation of the symbols used in the boring log, see Plate No. 19			

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UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS		SYMBOL	CODE	TYPICAL NAMES
COARSE GRAINED SOILS (More than 50% of soil > no. 200 sieve size)	<u>GRAVELS</u> (More than 50% of coarse fraction > no. 4 sieve size)	GW		Well graded gravels or gravel - sand mixtures, little or no fines
		GP		Poorly graded gravels or gravel - sand mixtures, little or no fines
		GM		Silty gravels, gravel - sand - silt mixtures
		GC		Clayey gravels, gravel - sand - clay mixtures
	<u>SANDS</u> (50% or more of coarse fraction < no. 4 sieve size)	SW		Well graded sands or gravelly sands, little or no fines
		SP		Poorly graded sands or gravelly sands, little or no fines
		SM		Silty sands, sand - silt mixtures
		SC		Clayey sands, sand - clay mixtures
FINE GRAINED SOILS (50% or more of soil < no. 200 sieve size)	<u>SILTS & CLAYS</u> <u>LL < 50</u>	ML		Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity
		CL		Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
		OL		Organic silts and organic silty clays of low plasticity
	<u>SILTS & CLAYS</u> <u>LL ≥ 50</u>	MH		Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
		CH		Inorganic clays of high plasticity, fat clays
		OH		Organic clays of medium to high plasticity, organic silty clays, organic silts
HIGHLY ORGANIC SOILS		Pt		Peat and other highly organic soils

OTHER SYMBOLS

- = Drive Sample: 2-1/2" O.D. Modified California sampler
- = Drive Sample: no recovery
- = Initial Water Level
- = Final Water Level
- — — = Estimated or gradational material change line
- = Observed material change line

Laboratory Tests

- PI = Plasticity Index
- EI = Expansion Index
- UCC = Unconfined Compression Test
- TR = Triaxial Compression Test
- GR = Gradational Analysis (Sieve)
- COR = Corrosion

GRAIN SIZE CLASSIFICATION

CLASSIFICATION	RANGE OF GRAIN SIZES	
	U.S. Standard Sieve Size	Grain Size in Millimeters
BOULDERS	Above 12"	Above 305
COBBLES	12" to 3"	305 to 76.2
GRAVEL coarse (c) fine (f)	3" to No. 4 3" to 3/4" 3/4" to No. 4	76.2 to 4.76 76.2 to 19.1 19.1 to 4.76
SAND coarse (c) medium (m) fine (f)	No. 4 to No. 200 No. 4 to No. 10 No. 10 to No. 40 No. 40 to No. 200	4.76 to 0.074 4.76 to 2.00 2.00 to 0.420 0.420 to 0.074
SILT & CLAY	Below No. 200	Below 0.074



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UNIFIED SOIL CLASSIFICATION SYSTEM

HERITAGE DEVELOPMENT

Woodland, California

WKA NO: 4159.09

DATE: 6/04

PLATE NO: 19

APPENDICES

APPENDIX A

APPENDIX A

A. GENERAL INFORMATION

The performance of a geotechnical engineering investigation and pavement design for the proposed Heritage development located on the west side of County Road 102 in Woodland, California, was authorized by Ms. Melanie Mathews on May 17, 2004. Authorization was for an investigation as described in our proposal letter dated May 17, 2004 sent to our client, Turn of the Century, LLC, whose mailing address is 173 Court Street, Woodland, California 95695; telephone (530) 668-4056; facsimile (530) 668-4046.

The project civil engineering consultant is Cunningham Engineering whose mailing address is 2940 Spafford Street, Suite 200 in Woodland, California 95616; telephone (530) 758-2026; facsimile (530) 758-2066.

In preparing this report we referenced a 1"=300' *Aerial Topo* prepared by Radman Aerial, dated December 1, 1997, and a 1"=400' *Illustrative Neighborhood Plan*, dated March 3, 2004 prepared by Cunningham Engineering.

B. FIELD EXPLORATION

On May 17, 2004, eight test borings were drilled across the property to supplement our previous test borings drilled across the site on October 16 and 17, 2002. The test borings were drilled utilizing a CME-55 truck-mounted drill rig at the locations shown on Plate No. 2. The borings were drilled to a maximum depth of approximately 16½ feet below existing site grades using six-inch diameter, solid-stem helical augers. At various intervals, relatively undisturbed soil samples were recovered with a 2½-inch O.D., 2-inch I.D., modified California sampler driven by an automatic 140-pound hammer freely falling 30 inches. The number of blows of the hammer required to drive the 18-inch long sampler each 6-inch interval was recorded. The sum of the blows required to drive the sampler the lower 12-inch interval is designated the penetration resistance or "blow count" for that particular drive.

The samples were retained in 2-inch diameter by 6-inch long thin-walled brass tubes contained within the sampler. Immediately after recovery, the soils in the tubes were visually classified by the field engineer and the ends of the tubes were sealed to preserve the natural moisture contents. All samples were taken to our laboratory for soil classification and selection of samples for testing.

The Boring Logs, Plates No. 3 through 18, contain descriptions of the soils encountered at each boring location. A Boring Legend explaining the Unified Soil Classification System and the symbols used on the logs is contained on Plate No. 19.

C. LABORATORY TESTING

Selected undisturbed soil samples were tested to determine dry unit weight (ASTM D2937), natural moisture content (ASTM D2216), and unconfined compressive strength (ASTM D2166). The results of the moisture/density and unconfined compression tests are included on the boring logs at the depth each tested sample was obtained.

Five bulk samples of near-surface soils were subjected to Expansion Index testing (ASTM D4829); the result of the tests are presented on Plates No. A1 through A5.

Four representative samples of the near-surface clay soils were tested to determine the Atterberg limits (ASTM D4318). The results of the test are presented on Plate No. A6.

Six bulk samples of anticipated pavement subgrade soils were subjected to Resistance-value ("R") testing in accordance with California Test 301. The results of the R-value tests, which were used in the pavement design, are presented as Plates No. A7 through A9.

The theoretical maximum dry unit weight and optimum moisture content (ASTM D1557) were determined for two representative bulk samples of near-surface soils. Results of the moisture/density curve, which were used to estimated soil shrinkage, are contained on Plates No. A10 and A11.

Five representative bulk samples were submitted to Sunland Analytical to determine the soil pH and minimum resistivity (California Test 643), Sulfate concentration (California Test 417) and Chloride concentration (California Test 422). Results of these tests are included as Plates No. A12 through A16.

To assist in the computation of post-tensioned slab design parameters, two hydrometer tests were performed to determine the percentage of the near-surface clay soils passing the No. 200 sieve (ASTM D1140). The results of the hydrometer test are included as Plates No. A17 and A18.

/

EXPANSION INDEX TEST RESULTS

UBC Standard No. 29-2

ASTM D4829-88

MATERIAL DESCRIPTION: Brown, fine sandy silty clay

LOCATION: R1

<u>Sample Depth</u>	<u>Pre-Test Moisture (%)</u>	<u>Post-Test Moisture (%)</u>	<u>Dry Density (pcf)</u>	<u>Expansion Index *</u>
0-3'	10.9	25.8	101	62

CLASSIFICATION OF EXPANSIVE SOIL **

EXPANSION INDEX	POTENTIAL EXPANSION
0 - 20	Very Low
21 - 50	Low
51 - 90	Medium
91 - 130	High
Above 130	Very High

* Corrected to 50% Saturation

** From UBC Table 29-C



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EXPANSION INDEX TEST RESULTS

HERITAGE DEVELOPMENT

Woodland, California

WKA NO: 4159.09

DATE: 6/04

PLATE NO: A1

EXPANSION INDEX TEST RESULTS

UBC Standard No. 29-2

ASTM D4829-88

MATERIAL DESCRIPTION: Brown, silty clay

LOCATION: R3

<u>Sample Depth</u>	<u>Pre-Test Moisture (%)</u>	<u>Post-Test Moisture (%)</u>	<u>Dry Density (pcf)</u>	<u>Expansion Index *</u>
0-3'	12.6	27.3	102	91

CLASSIFICATION OF EXPANSIVE SOIL **

EXPANSION INDEX	POTENTIAL EXPANSION
0 - 20	Very Low
21 - 50	Low
51 - 90	Medium
91 - 130	High
Above 130	Very High

* Corrected to 50% Saturation

** From UBC Table 29-C



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EXPANSION INDEX TEST RESULTS

HERITAGE DEVELOPMENT

Woodland, California

WKA NO: 4159.09

DATE: 6/04

PLATE NO: A2

EXPANSION INDEX TEST RESULTS

UBC Standard No. 29-2

ASTM D4829-88

MATERIAL DESCRIPTION: Brown, fine sandy silty clay

LOCATION: R5

<u>Sample Depth</u>	<u>Pre-Test Moisture (%)</u>	<u>Post-Test Moisture (%)</u>	<u>Dry Density (pcf)</u>	<u>Expansion Index *</u>
0-3'	11.6	31.0	98	99

CLASSIFICATION OF EXPANSIVE SOIL **

EXPANSION INDEX	POTENTIAL EXPANSION
0 - 20	Very Low
21 - 50	Low
51 - 90	Medium
91 - 130	High
Above 130	Very High

* Corrected to 50% Saturation

** From UBC Table 29-C



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GEOTECHNICAL ENGINEERING
GEOLOGIC & ENVIRONMENTAL SERVICES

EXPANSION INDEX TEST RESULTS

HERITAGE DEVELOPMENT

Woodland, California

WKA NO: 4159.09

DATE: 6/04

PLATE NO: A3

EXPANSION INDEX TEST RESULTS

UBC Standard No. 29-2

ASTM D4829-88

MATERIAL DESCRIPTION: Brown, silty clay

LOCATION: D11

<u>Sample Depth</u>	<u>Pre-Test Moisture (%)</u>	<u>Post-Test Moisture (%)</u>	<u>Dry Density (pcf)</u>	<u>Expansion Index *</u>
0-3'	12.3	31.9	97	103

CLASSIFICATION OF EXPANSIVE SOIL **

EXPANSION INDEX	POTENTIAL EXPANSION
0 - 20	Very Low
21 - 50	Low
51 - 90	Medium
91 - 130	High
Above 130	Very High

* Corrected to 50% Saturation

** From UBC Table 29-C



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EXPANSION INDEX TEST RESULTS

HERITAGE DEVELOPMENT

Woodland, California

WKA NO: 4159.09

DATE: 6/04

PLATE NO: A4

EXPANSION INDEX TEST RESULTS

UBC Standard No. 29-2

ASTM D4829-88

MATERIAL DESCRIPTION: Brown, silty clay

LOCATION: D15

<u>Sample Depth</u>	<u>Pre-Test Moisture (%)</u>	<u>Post-Test Moisture (%)</u>	<u>Dry Density (pcf)</u>	<u>Expansion Index *</u>
0-3'	13.6	32.1	96	109

CLASSIFICATION OF EXPANSIVE SOIL **

EXPANSION INDEX	POTENTIAL EXPANSION
0 - 20	Very Low
21 - 50	Low
51 - 90	Medium
91 - 130	High
Above 130	Very High

* Corrected to 50% Saturation

** From UBC Table 29-C



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GEOTECHNICAL ENGINEERING
GEOLOGIC & ENVIRONMENTAL SERVICES

EXPANSION INDEX TEST RESULTS

HERITAGE DEVELOPMENT

Woodland, California

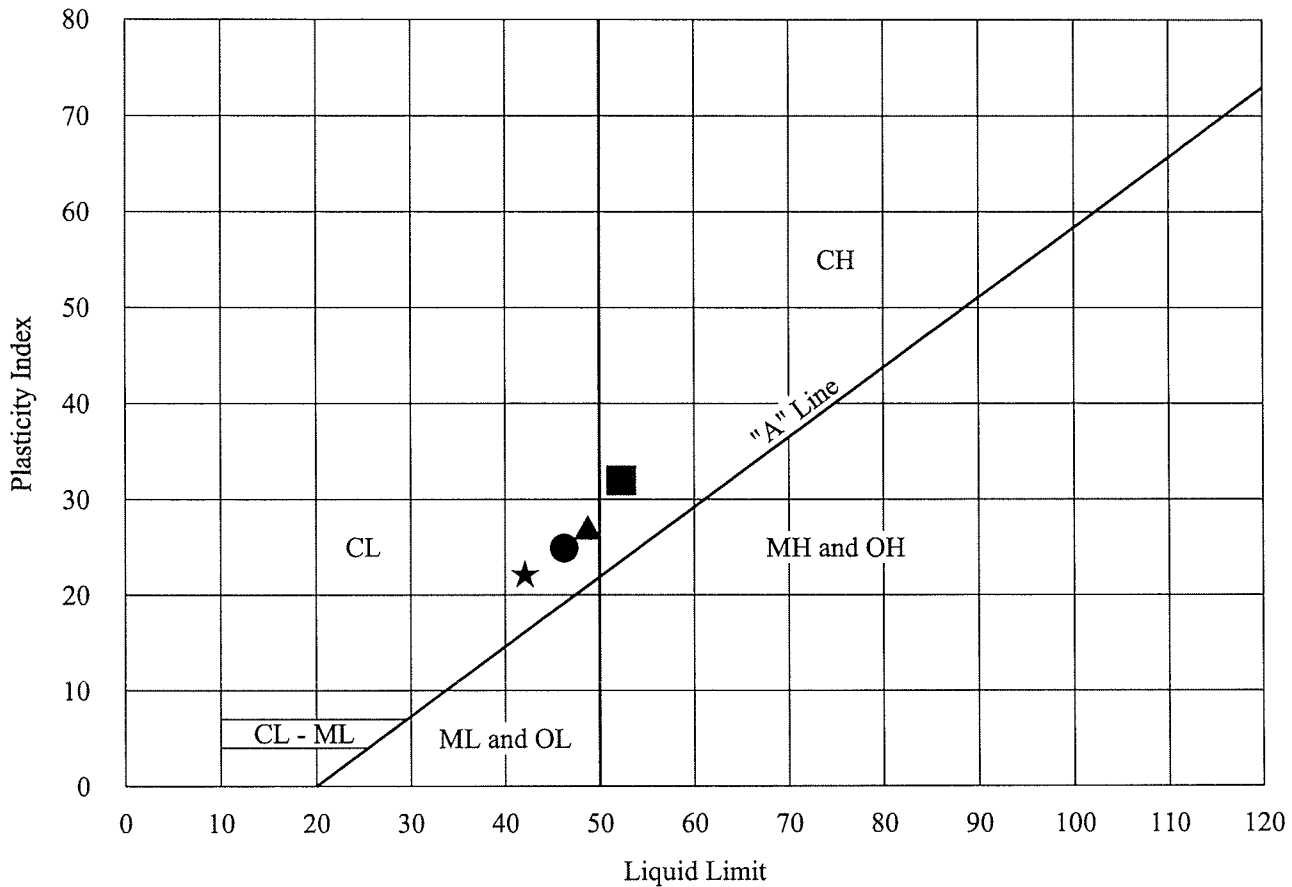
WKA NO: 4159.09

DATE: 6/04

PLATE NO: A5

ATTERBERG LIMITS

ASTM D4318



KEY SYMBOL	LOCATION (SEE PLATE NO. 2)	SAMPLE DEPTH	NATURAL WATER CONTENT (%)	ATTERBERG LIMITS		PASSING No. 200 SIEVE (%)	UNIFIED SOIL CLASSIFICATION SYMBOL
				LIQUID LIMIT (%)	PLASTICITY INDEX (%)		
●	R3	0 - 3'	---	42	23	---	CL
▲	R5	0 - 3'	---	46	28	---	CL
★	D10	0 - 3'	---	42	23	---	CL
■	D11	0 - 3'	---	51	30	---	CH



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GEOLOGIC & ENVIRONMENTAL SERVICES

ATTERBERG LIMITS
HERITAGE DEVELOPMENT
Woodland, California

WKA NO: 4159.09
DATE: 6/04
PLATE NO: A6

RESISTANCE VALUE TEST RESULTS

(California Test 301)

MATERIAL DESCRIPTION: Brown, fine sandy silty clay

LOCATION: R1 (0-3')

Specimen No.	Dry Unit Weight (pcf)	Moisture @ Compaction (%)	Exudation Pressure (psi)	Expansion Pressure		R Value
				(dial)	(psf)	
1	104	20.5	295	5	22	4
2	109	18.6	382	8	35	10
3	113	16.8	494	57	247	19

R-Value at 300 psi exudation pressure = 5

MATERIAL DESCRIPTION: Brown, fine sandy silty clay

LOCATION: R2 (0-3')

Specimen No.	Dry Unit Weight (pcf)	Moisture @ Compaction (%)	Exudation Pressure (psi)	Expansion Pressure		R Value
				(dial)	(psf)	
1	98	22.6	255	-	-	1
2	102	20.8	358	1	4	2
3	107	19.0	454	4	17	5

R-Value at 300 psi exudation pressure = 5



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GEOLOGIC & ENVIRONMENTAL SERVICES

RESISTANCE VALUE TEST RESULTS

HERITAGE DEVELOPMENT

Woodland, California

WKA NO: 4159.09

DATE: 6/04

PLATE NO: A7

RESISTANCE VALUE TEST RESULTS

(California Test 301)

MATERIAL DESCRIPTION: Brown, silty clay

LOCATION: R3 (0-3')

Specimen No.	Dry Unit Weight (pcf)	Moisture @ Compaction (%)	Exudation Pressure (psi)	Expansion Pressure		R Value
				(dial)	(psf)	
1	100	21.7	430	1	4	1
2	105	19.9	550	5	22	4

Sample extruded therefore R-Value = 5

MATERIAL DESCRIPTION: Brown, fine sandy silty clay

LOCATION: R5 (0-3')

Specimen No.	Dry Unit Weight (pcf)	Moisture @ Compaction (%)	Exudation Pressure (psi)	Expansion Pressure		R Value
				(dial)	(psf)	
1	99	23.5	247	12	52	3
2	103	21.7	366	34	147	8
3	107	19.8	613	84	364	15

R-Value at 300 psi exudation pressure = 5



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GEOLOGIC & ENVIRONMENTAL SERVICES

EXPANSION INDEX TEST RESULTS
HERITAGE DEVELOPMENT
Woodland, California

WKA NO: 4159.09
DATE: 6/04
PLATE NO: A8

RESISTANCE VALUE TEST RESULTS

(California Test 301)

MATERIAL DESCRIPTION: Brown, silty clay

LOCATION: D11 (0-3')

Specimen No.	Dry Unit Weight (pcf)	Moisture @ Compaction (%)	Exudation Pressure (psi)	Expansion Pressure		R Value
				(dial)	(psf)	
1	89	30.7	319	-	-	3

Sample extruded therefore R-Value = 5

MATERIAL DESCRIPTION: Brown, silty clay

LOCATION: D15 (0-3')

Specimen No.	Dry Unit Weight (pcf)	Moisture @ Compaction (%)	Exudation Pressure (psi)	Expansion Pressure		R Value
				(dial)	(psf)	
1	90	29.6	350	10	43	3

Sample extruded therefore R-Value = 5



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GEOTECHNICAL ENGINEERING
GEOLOGIC & ENVIRONMENTAL SERVICES

EXPANSION INDEX TEST RESULTS

HERITAGE DEVELOPMENT

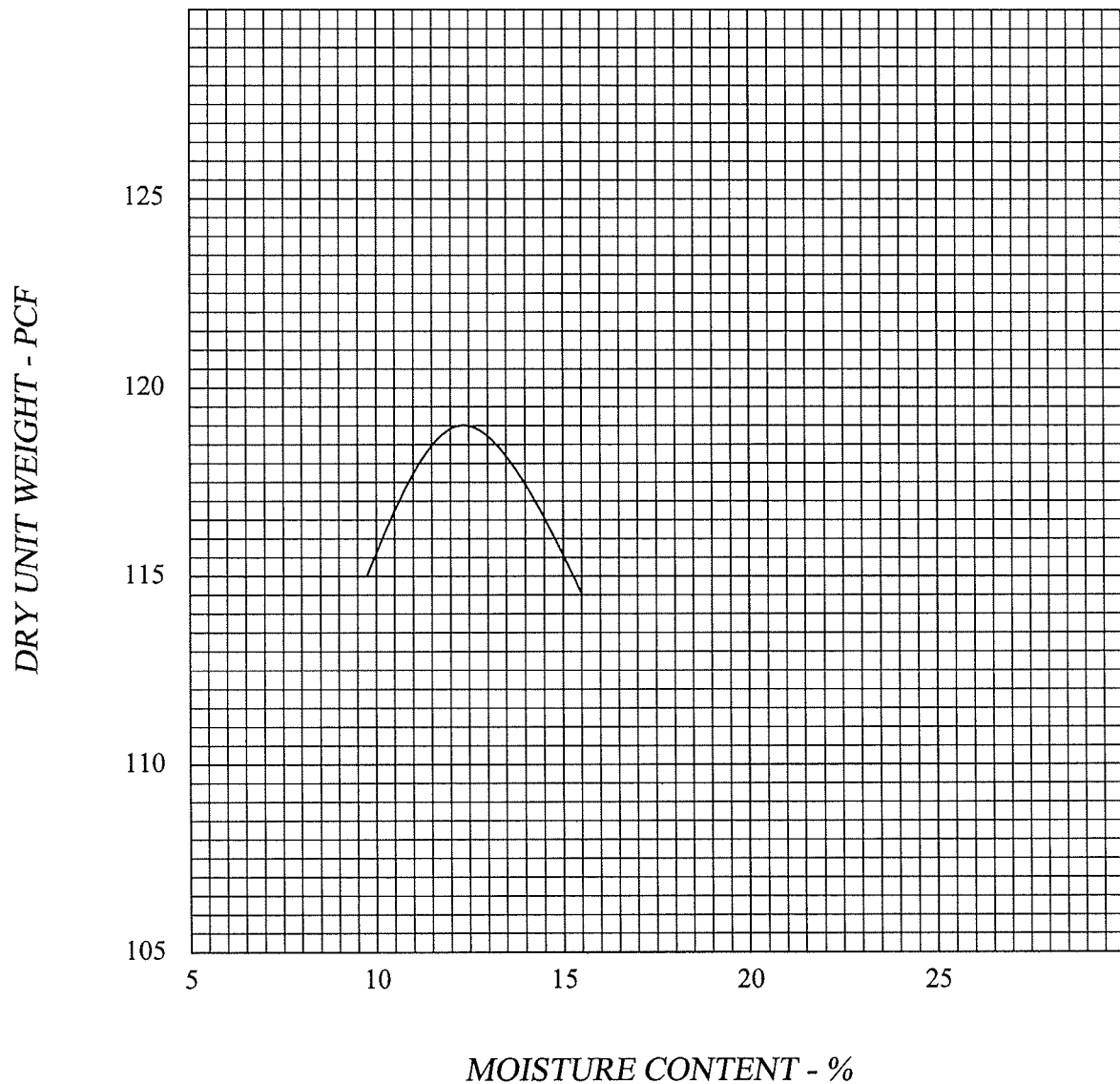
Woodland, California

WKA NO: 4159.09

DATE: 6/04

PLATE NO: A9

MOISTURE-DENSITY RELATION



Material: (R1) Brown, fine sandy silty clay

Test Method: ASTM D1557 "A"

Maximum Dry Unit Weight - PCF: 119

Optimum Moisture - %: 12.6



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MOISTURE-DENSITY RELATION

HERITAGE DEVELOPMENT

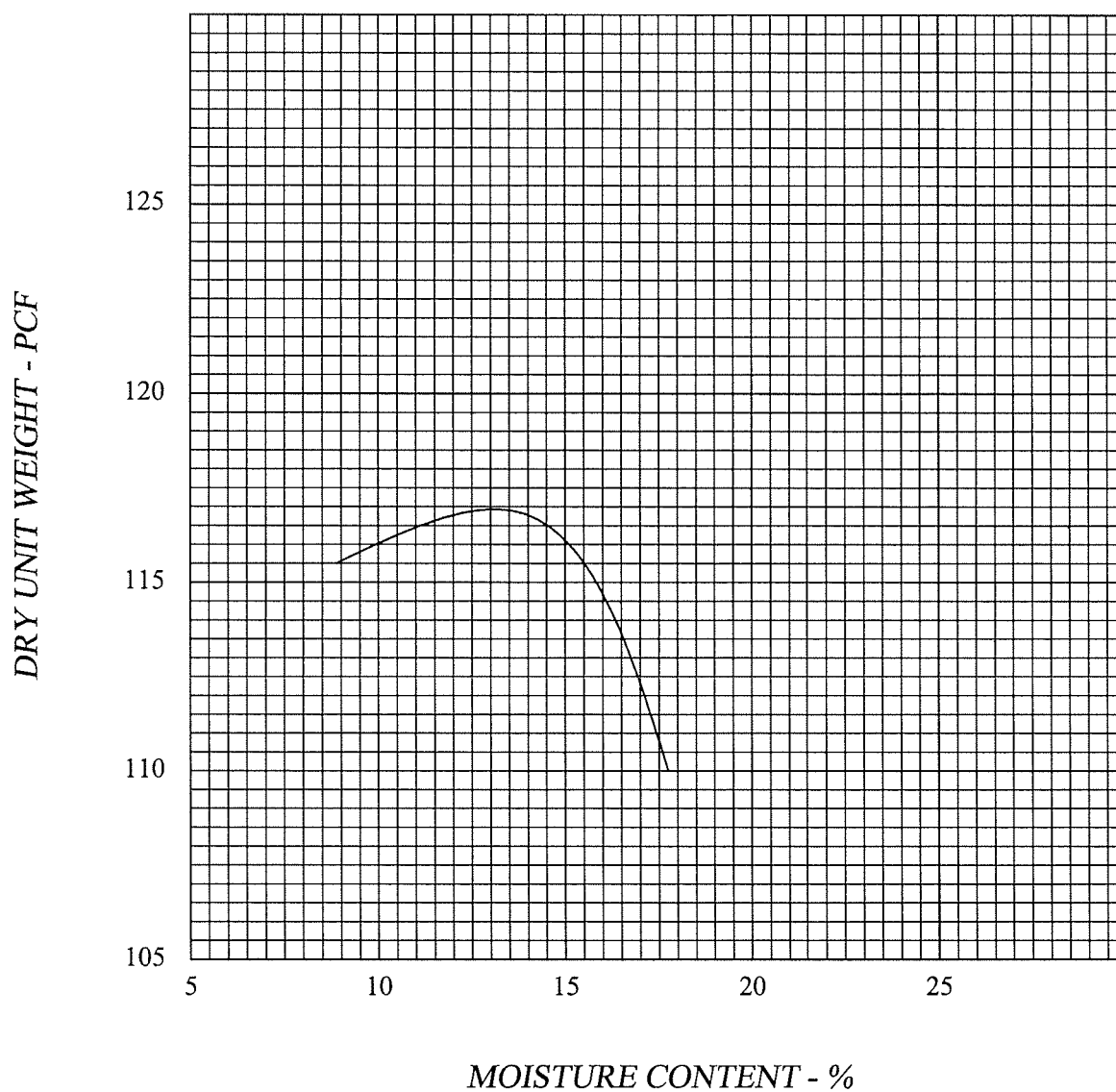
Woodland, California

WKA NO: 4159.09

DATE: 6/04

PLATE NO: A10

MOISTURE-DENSITY RELATION



Material: (R3) Brown, fine sandy silty clay

Test Method: ASTM D1557 "A"

Maximum Dry Unit Weight - PCF: 117

Optimum Moisture - %: 12



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MOISTURE-DENSITY RELATION

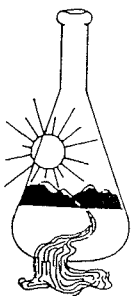
HERITAGE DEVELOPMENT

Woodland, California

WKA NO: 4159.09

DATE: 6/04

PLATE NO: A11



Sunland Analytical

11353 Pyrites Way, Suite 4
Rancho Cordova, CA 95670
(916) 852-8557

Date Reported 11/01/2002
Date Submitted 10/29/2002

To: Joe Follettie
Wallace-Kuhl & Associates
PO Box 1137
West Sacramento, CA 95691

From: Gene Oliphant, Ph.D. \ Randy Horney
General Manager \ Lab Manager

The reported analysis was requested for the following location:
Location : 4159.09-SPRG.LAKE 80 Site ID : R-2@0-5'.
Your purchase order number is 6302.
Thank you for your business.

* For future reference to this analysis please use SUN # 38343-73883.

EVALUATION FOR SOIL CORROSION

Soil pH	8.18		
Minimum Resistivity	1.39	ohm-cm (x1000)	
Chloride	23.1 ppm	00.00231	%
Sulfate	9.9 ppm	00.00099	%

METHODS

pH and Min.Resistivity CA DOT Test #643 Mod.(Sm.Cell)
Sulfate CA DOT Test #417, Chloride CA DOT Test #422



WALLACE • KUHLE & ASSOCIATES, INC.
GEOTECHNICAL ENGINEERING
GEOLOGIC & ENVIRONMENTAL SERVICES

CORROSION TEST RESULTS

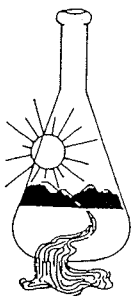
HERITAGE DEVELOPMENT

Woodland, California

WKA NO: 4159.09

DATE: 6/04

PLATE NO: A12



Sunland Analytical

11353 Pyrites Way, Suite 4
Rancho Cordova, CA 95670
(916) 852-8557

Date Reported 11/01/2002
Date Submitted 10/29/2002

To: Joe Follettie
Wallace-Kuhl & Associates
PO Box 1137
West Sacramento, CA 95691

From: Gene Oliphant, Ph.D. \ Randy Horney
General Manager \ Lab Manager

The reported analysis was requested for the following location:

Location : 4159.09-SPRG.LAKE 80 Site ID : R-3@0-5'.

Your purchase order number is 6302.

Thank you for your business.

* For future reference to this analysis please use SUN # 38343-73884.

EVALUATION FOR SOIL CORROSION

Soil pH	7.44		
Minimum Resistivity	2.30	ohm-cm (x1000)	
Chloride	22.3 ppm	00.00223	%
Sulfate	10.8 ppm	00.00108	%

METHODS

pH and Min.Resistivity CA DOT Test #643 Mod.(Sm.Cell)

Sulfate CA DOT Test #417, Chloride CA DOT Test #422



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GEOTECHNICAL ENGINEERING
GEOLOGIC & ENVIRONMENTAL SERVICES

CORROSION TEST RESULTS

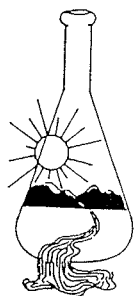
HERITAGE DEVELOPMENT

Woodland, California

WKA NO: 4159.09

DATE: 6/04

PLATE NO: A13



Sunland Analytical

11353 Pyrites Way, Suite 4
Rancho Cordova, CA 95670
(916) 852-8557

Date Reported 11/01/2002
Date Submitted 10/29/2002

To: Joe Follettie
Wallace-Kuhl & Associates
PO Box 1137
West Sacramento, CA 95691

From: Gene Oliphant, Ph.D. \ Randy Horney
General Manager \ Lab Manager

The reported analysis was requested for the following location:
Location : 4159.09-SPRG.LAKE 80 Site ID : R-5@0-5'.
Your purchase order number is 6302.
Thank you for your business.

* For future reference to this analysis please use SUN # 38343-73885.

EVALUATION FOR SOIL CORROSION

Soil pH	8.50		
Minimum Resistivity	1.47	ohm-cm (x1000)	
Chloride	94.7 ppm	00.00947	%
Sulfate	130.0 ppm	00.01300	%

METHODS

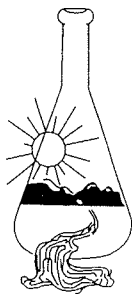
pH and Min.Resistivity CA DOT Test #643 Mod.(Sm.Cell)
Sulfate CA DOT Test #417, Chloride CA DOT Test #422



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GEOTECHNICAL ENGINEERING
GEOLOGIC & ENVIRONMENTAL SERVICES

CORROSION TEST RESULTS
HERITAGE DEVELOPMENT
Woodland, California

WKA NO: 4159.09
DATE: 6/04
PLATE NO: A14



Sunland Analytical

11353 Pyrites Way, Suite 4
Rancho Cordova, CA 95670
(916) 852-8557

Date Reported 05/21/2004
Date Submitted 05/18/2004

To: Joe Follettie
Wallace-Kuhl & Associates
P.O. Box 1137
West Sacramento, CA 95691

From: Gene Oliphant, Ph.D. \ Randy Horney
General Manager \ Lab Manager

The reported analysis was requested for the following location:
Location : SPRNGLK-S160/4159.09 Site ID : D10(3').
Your purchase order number is 5204.
Thank you for your business.

* For future reference to this analysis please use SUN # 41896-81775.

EVALUATION FOR SOIL CORROSION

Soil pH	8.01		
Minimum Resistivity	1.55	ohm-cm (x1000)	
Chloride	25.4 ppm	00.00254	%
Sulfate	24.7 ppm	00.00247	%

METHODS

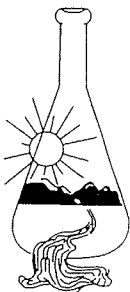
pH and Min.Resistivity CA DOT Test #643
Sulfate CA DOT Test #417, Chloride CA DOT Test #422



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GEOTECHNICAL ENGINEERING
GEOLOGIC & ENVIRONMENTAL SERVICES

CORROSION TEST RESULTS
HERITAGE DEVELOPMENT
Woodland, California

WKA NO: 4159.09
DATE: 6/04
PLATE NO: A15



Sunland Analytical

11353 Pyrites Way, Suite 4
Rancho Cordova, CA 95670
(916) 852-8557

Date Reported 05/21/2004
Date Submitted 05/18/2004

To: Joe Follettie
Wallace-Kuhl & Associates
P.O. Box 1137
West Sacramento, CA 95691

From: Gene Oliphant, Ph.D. \ Randy Horney
General Manager \ Lab Manager

The reported analysis was requested for the following location:
Location : SPRNGLK-S160/4159.09 Site ID : D16(3').
Your purchase order number is 5204.
Thank you for your business.

* For future reference to this analysis please use SUN # 41896-81776.

EVALUATION FOR SOIL CORROSION

Soil pH	7.94		
Minimum Resistivity	1.80	ohm-cm (x1000)	
Chloride	28.7 ppm	00.00287	%
Sulfate	19.1 ppm	00.00191	%

METHODS

pH and Min. Resistivity CA DOT Test #643
Sulfate CA DOT Test #417, Chloride CA DOT Test #422



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GEOTECHNICAL ENGINEERING
GEOLOGIC & ENVIRONMENTAL SERVICES

CORROSION TEST RESULTS
HERITAGE DEVELOPMENT
Woodland, California

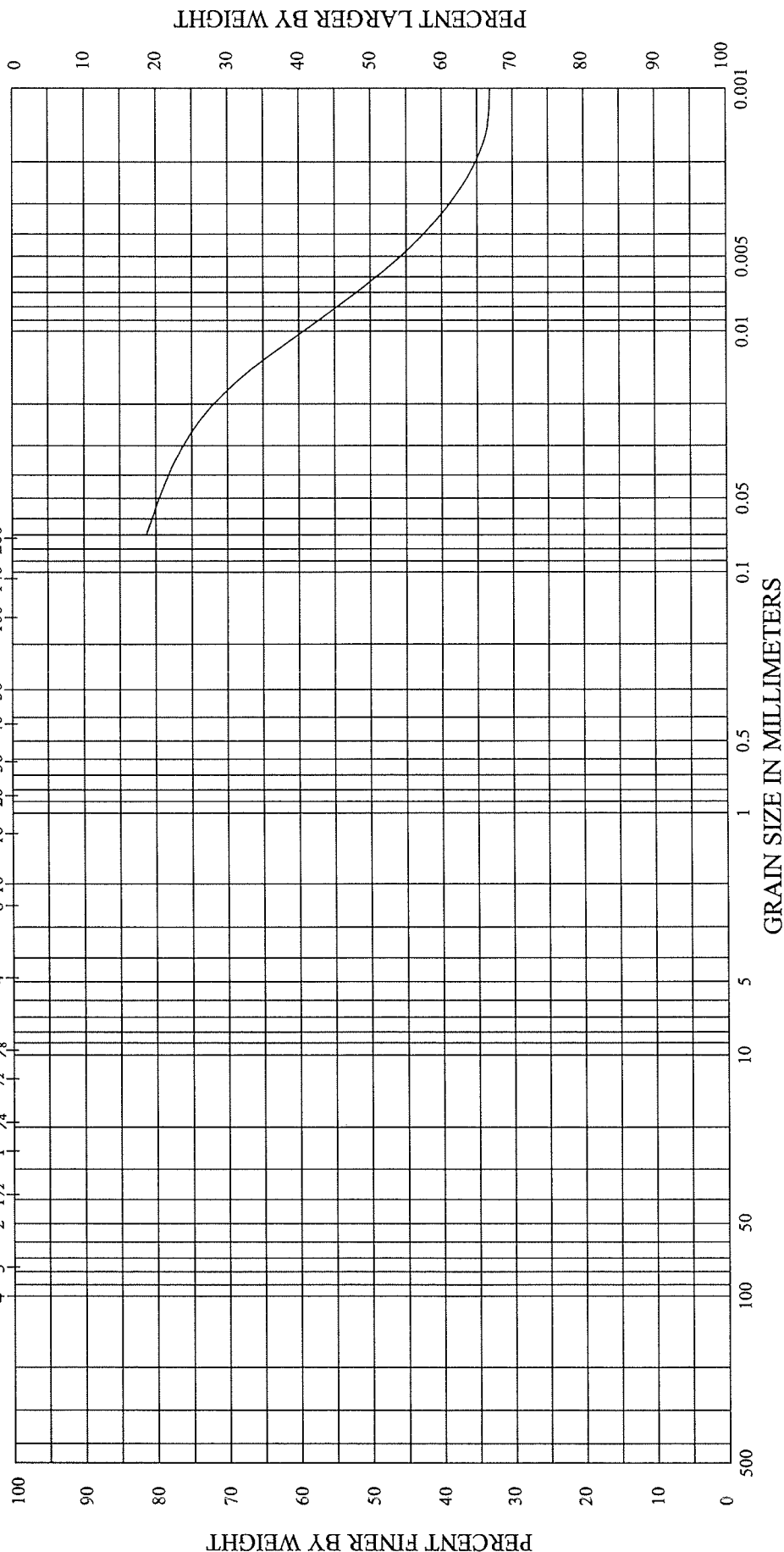
WKA NO: 4159.09
DATE: 6/04
PLATE NO: A16

U.S. STANDARD SIEVE
OPENING IN INCHES

U.S. STANDARD SIEVE NUMBERS

ASTM D422

ASTM C136



COBBLES	GRAVEL		SAND			SILT OR CLAY
	COARSE	FINE	COARSE	MEDIUM	FINE	

SAMPLE NO. R3



WALLACE • KUHL & ASSOCIATES, INC.
GEOTECHNICAL ENGINEERING
GEOLOGIC & ENVIRONMENTAL SERVICES

Drawn By: PVT
Checked By: MMW

HYDROMETER ANALYSIS
HERITAGE DEVELOPMENT
Woodland, California

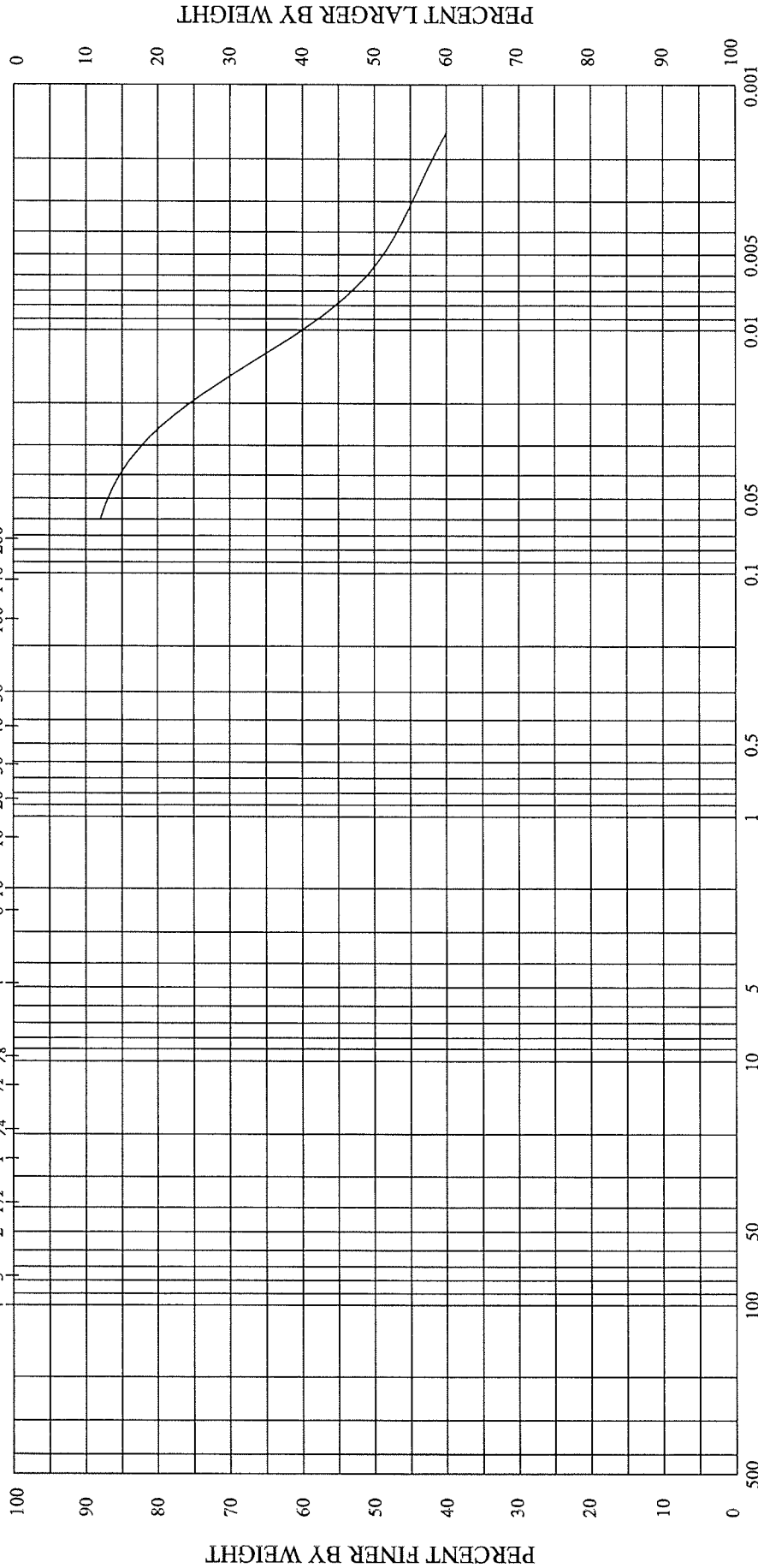
WKA NO: 4159.09
DATE: 6/04
PLATE NO: A17

ASTM D422

ASTM C136

U.S. STANDARD SIEVE
OPENING IN INCHES

U.S. STANDARD SIEVE NUMBERS



COBBLES	GRAVEL		SAND			SILT OR CLAY
	COARSE	FINE	COARSE	MEDIUM	FINE	

SAMPLE NO. R5



WALLACE • KUHLE & ASSOCIATES, INC.
GEOTECHNICAL ENGINEERING
GEOLOGIC & ENVIRONMENTAL SERVICES

Drawn By: PVT
Checked By: MMW

HYDROMETER ANALYSIS
HERITAGE DEVELOPMENT
Woodland, California

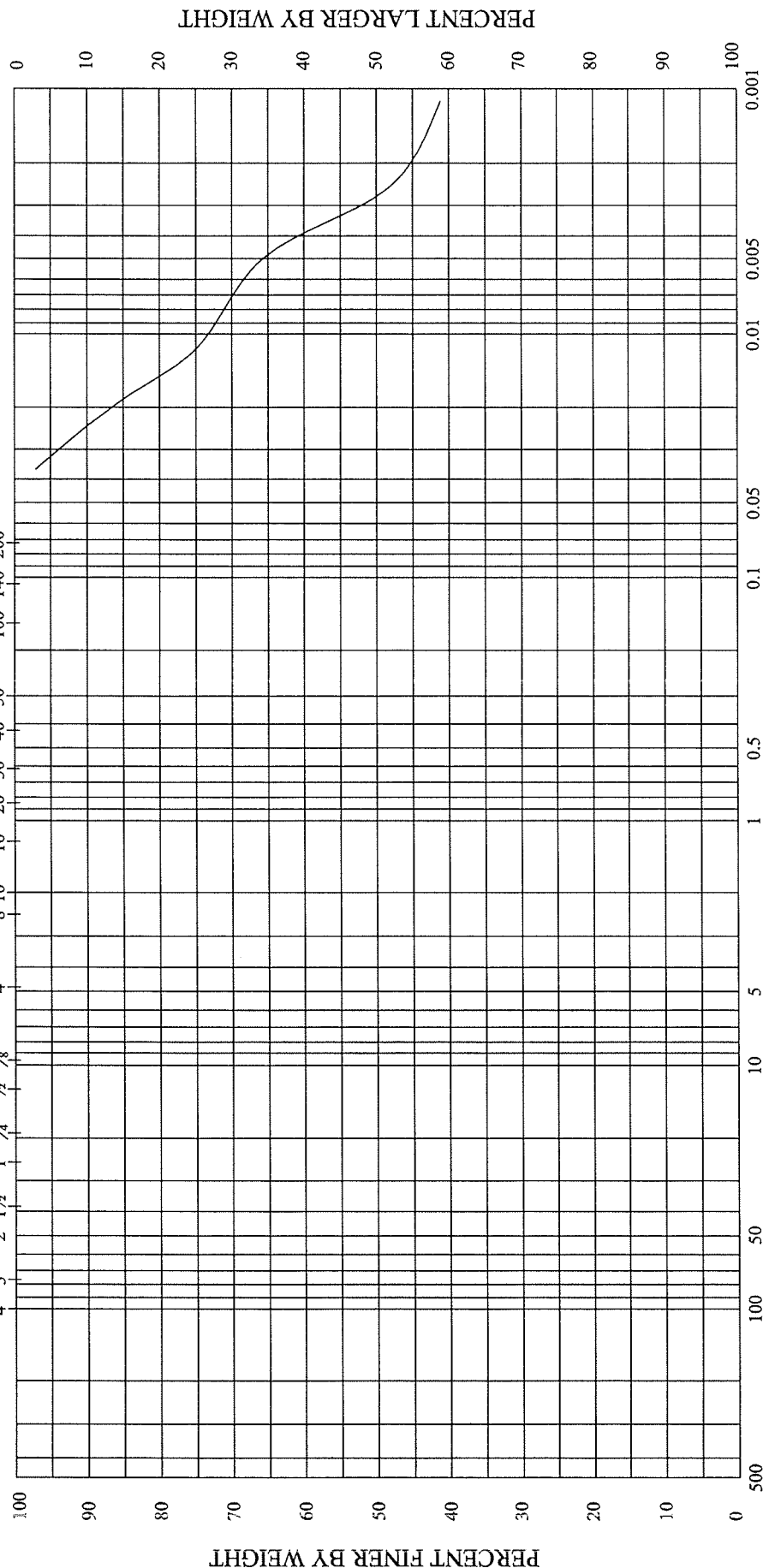
WKA NO: 4159.09
DATE: 6/04
PLATE NO: A18

ASTM D422

ASTM C136

U.S. STANDARD SIEVE
OPENING IN INCHES

U.S. STANDARD SIEVE NUMBERS



GRAIN SIZE IN MILLIMETERS

COBBLES	GRAVEL		SAND			SILT OR CLAY
	COARSE	FINE	COARSE	MEDIUM	FINE	

SAMPLE NO. D11



WALLACE • KUHL & ASSOCIATES, INC.
GEOTECHNICAL ENGINEERING
GEOLOGIC & ENVIRONMENTAL SERVICES

Drawn By: PVT
Checked By: MMW

HYDROMETER ANALYSIS
HERITAGE DEVELOPMENT
Woodland, California

WKA NO: 4159.09
DATE: 6/04
PLATE NO: A19

APPENDIX B

APPENDIX B
EARTHWORK SPECIFICATIONS
HERITAGE DEVELOPMENT

County Road 102
Woodland, California
WKA No. 4159.09

GEOTECHNICAL REPORT

A Geotechnical Engineering Report (WKA No. 4159.09; dated June 15, 2004), has been prepared for this project by Wallace - Kuhl & Associates, Inc. of Rocklin, California; telephone (916) 435-9722; facsimile (916) 435-9822.

SEASONAL LIMITS

Fill materials shall not be placed, spread or rolled during unfavorable weather conditions. When the work is interrupted by heavy rains, fill operations shall not be resumed until field tests indicate that the moisture content and density of the fill are satisfactory.

CLEARING, GRUBBING AND PREPARING BUILDING AREAS

All significant rubble, rubbish or debris, and any loose and/or saturated materials shall be removed and disposed of so as to leave the areas that have been disturbed with a neat and finished appearance, free from unsightly debris. Depressions resulting from the removal of the above items shall be cleaned out to firm, undisturbed soil and backfilled with suitable materials in accordance with these specifications.

Remaining surface organics shall be removed by stripping. *Strippings shall not be used in general fill construction or those fills used to support sound walls, but may be used in landscape areas, provided they are kept at least five feet (5') from the building pads, moisture conditioned and compacted.* Discing of organics into the surface soils may be a suitable alternative to

stripping, depending upon the quantity and condition of the surface vegetation at the time of grading. Discing will be allowed only with our prior approval. Discing operations shall be observed by our representative and must be continuous until organics are adequately mixed with the soil to provide a compactable mixture. Pockets or concentrations of organics will not be allowed.

Existing irrigation canals and drainage ditches present on-site shall be cleaned of organics, saturated and unstable soils to expose firm, native materials. The exposed surface shall be scarified to a depth of twelve inches (12") and recompact to at least ninety percent (90%) of the ASTM D1557 maximum dry density, if greater than three feet (3') from final subgrade elevation, and to at least eight-five percent (85%) if less than three feet (3') below final subgrade elevation. Berms shall be flattened and may be used as fill material provided that these soils are free of significant concentrations of organic matter, rubble, or rubbish and are not saturated. It is possible that the excavated soils from the bottom of the drainage ditches will be saturated, and will require aeration and a period of drying to allow proper compaction. Our representative shall provide alternative recommendations for stabilizing the bottom of the excavations, as conditions warrant. Recomaction operations shall be performed in the presence of our representative who will evaluate the performance of the materials under compactive load. Unstable soil deposits, as determined by our representative, shall be excavated to expose a firm base, and grade restored with engineered fill in accordance with these recommendations.

Areas designated to receive fill and at-grade areas shall be plowed or scarified, to a depth of at least twelve inches (12"), until the surface is free from ruts or the uneven features, that would tend to prevent uniform compaction by the equipment to be used.

After the foundations for fill have been cleared, plowed or scarified, they shall be disced or bladed until uniform and free from large clods, brought to the optimum moisture content and compacted to not less than eighty-five percent (85%) of the maximum dry density as determined by the ASTM D1557. Compaction operations shall be performed in the presence of the Geotechnical Engineer who will evaluate the performance of the materials under compactive

load. Unstable soil deposits, as determined by the Geotechnical Engineer, shall be excavated to expose a firm base, and grades restored with engineered fill in accordance with these specifications.

MATERIALS

Proposed fill material shall be free from organic matter and other unsuitable substances, and shall be approved by the Geotechnical Engineer. Clods, rocks, or hard lumps exceeding six inches (6") shall be removed from any fill supporting the buildings. Imported fill materials shall be granular materials with non-plastic fines or at least should be similar to, but less expansive than the native soils and free of particles greater than three inches (3") in maximum dimension. Imported soils shall be approved by our office prior to being transported to the site.

PLACING, SPREADING AND COMPACTING FILL MATERIAL

The selected fill material shall be placed in layers which, when compacted, shall not exceed six inches (6") in thickness. Each layer shall be spread evenly and shall be thoroughly mixed during the spreading to promote uniformity of material in each layer.

When the moisture content of the fill material is less than three percent (3%) above optimum moisture for clay soils or at least the optimum moisture for granular fill material, water shall be added until the proper moisture content is achieved.

When the moisture content of the fill materials is too high to permit the specified compaction to be attained, the fill material shall be aerated by blading or other methods until the moisture content is satisfactory.

After each layer has been placed, mixed, moisture conditioned and spread evenly, it shall be thoroughly compacted to not less than eighty-five percent (85%) of the maximum dry density as determined by the ASTM D1557. Compaction shall be undertaken with equipment capable of

achieving the specified density and shall be accomplished while the fill material is at the required moisture content. Each layer shall be compacted over its entire area until the desired density has been obtained.

FINAL SUBGRADE PREPARATION

The upper twelve inches (12") of all final building pad subgrades shall be uniformly and firmly compacted to eighty-five percent (85%) of the ASTM D1557 maximum dry density at a moisture content at least three percent (3%) above the optimum for clayey subgrades or at least optimum for granular subgrades, regardless of whether final subgrade elevation is attained by filling, excavation or left at existing grade.

The uppermost twelve inches (12") of all building pad subgrades, upon which conventional foundations and slabs are to be constructed, shall be brought to a near saturated moisture content within forty-eight hours (48) of floor slab construction and shall be maintained in this condition until placement of floor slab concrete.

The upper twelve inches (12") of final pavement subgrades should be uniformly moisture conditioned to at least the optimum moisture content and uniformly compacted to at least ninety percent (90%) of the maximum dry density, regardless of whether final grade is completed by excavation, filling, or left at-grade.

FIELD DENSITY TESTS

Field density tests shall be made by the Geotechnical Engineer or his representative after compaction of each layer of fill. Where compaction equipment has disturbed the surface to a depth of several inches, density tests shall be taken in the compacted material below the disturbed surface. Additional layers of the fill shall not be spread until the field density tests indicate that the specified density has been obtained.

TESTING

Observation and testing by the Geotechnical Engineer or his representative shall be provided during all filling and compacting operations. The grading contractor shall give at least twenty-four (24) hours notice prior to beginning such operations to allow proper scheduling of the work.

The Geotechnical Engineer or his representative shall field-check the moisture content of all subgrades that are to support concrete slab-on-grade floors, not more than forty-eight (48) hours prior to placement of concrete.

/



Project No. S2028-05-01

August 27, 2021

VIA ELECTRONIC MAIL

Glenn Matsuhara
Matsuhara Associates, LLC
matsusf@aol.com

Subject: LIMITED GEOTECHNICAL EVALUATION OF EXISTING FILL
HERITAGE DEVELOPMENT – PARCEL 4
COUNTY ROAD 25A AND MIEKLE AVENUE
WOODLAND, CALIFORNIA

Mr. Matsuhara:

In accordance with your authorization, we have performed a limited geotechnical evaluation for the approximately seven-acre parcel identified as Parcel 4 located on the northwest corner of County Road 25A and Mielke Avenue in Woodland, California.

PROJECT DESCRIPTION AND BACKGROUND

The site consists of Parcel 4 within the Heritage residential development in the southern portion of the City of Woodland. The site area is approximately seven acres and is located on the west side of Mielke Avenue and north of (future) County Road 25A. The site is currently undeveloped and is vegetated with grasses and some mature trees. The site has historically been used for agricultural (row crop) production and has most recently been used for storage of soil stockpiles from nearby development projects. Most of the stockpiles have been removed, however, some still remain.

Wallace-Kuhl & Associates (WKA) prepared a geotechnical engineering report update Villages 1 through 5 of the overall Heritage development, of which the Parcel 4 site is a part. (WKA, 2014). The WKA study included subsurface explorations on and near the Parcel 4 site and indicate the presence of stockpiled soil in various locations throughout the development, including the Parcel 4 site. The WKA report indicated that the site is underlain by alluvial soil generally consisting of interbedded layers of clay and sand, which is consistent with our experience in the area.

We understand that you are considering developing the site with two-story detached residential buildings and private interior streets. However, before proceeding with design and development, you have requested a preliminary evaluation of the character and extent of stockpiles/fill on the site.

SCOPE OF SERVICES

As requested, we performed the following scope of services:

- Performed a site reconnaissance to determine access and mark out the proposed exploration locations.
- Notified subscribing utility companies via Underground Service Alert (USA) a minimum of two business days (as required by law) prior to performing exploratory excavations at the site.
- Performed 11 test pits (TP1 through TP11) throughout the site using a mini excavator.
- Photographed and logged the conditions encountered in the test pits.
- Prepared this letter describing the nature and extent of the fill at the site.

OBSERVATIONS AND DISCUSSION

On September 23, 2020, we performed a site reconnaissance and observed the excavation of 11 test pits throughout the site using a mini-excavator. On this date, the site was covered with a moderate growth of dry, annual grasses. The test pits ranged in depth from approximately 3 to 5 feet and penetrated the fill to expose native alluvial soil as described in the WKA geotechnical reports. The approximate test pit locations and depth of fill at each test pit are shown below:



The fill generally consisted of sandy lean clay, which is similar to the alluvial soil. The consistency of the fill was variable, and it appears that the fill did not receive specific compaction effort. We did not observe significant concentrations of organics, rock, or deleterious materials within the fill.

CONCLUSIONS

Based on our observations, the site is blanketed by approximately 2 to 4 feet of undocumented fill generally consisting of sandy lean clay, which is similar to the native alluvial soil at the site. The fill is likely suitable for re-use on the site; however, remedial grading in the form of removal and re-compaction would be required as part of site grading. Screening and removal of minor amounts of deleterious material should also be expected. Specific recommendations for site grading and subsequent development should be provided in a future geotechnical update study specific for this site.

LIMITATIONS

Our services were limited to evaluate the character and extent of existing fill on the site. A site-specific geotechnical update study will be required for site design and development. Our services were performed in accordance with engineering principles and practices generally accepted at this time and location. We make no warranty, express or implied.

Please contact us if you have any questions regarding this letter or if we may be of further service.

Respectfully Submitted,

GEOCON CONSULTANTS, INC.


Jeremy J. Zorne, PE, GE
Senior Engineer



EXHIBIT “E”

RUBY ESTATES DEVELOPMENT AGREEMENT PROJECT CONDITIONS OF APPROVAL JUNE 16, 2022

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 July XX, 2022 City Council staff report, as approved by City Council, for the Ruby Estates project as proposed by the applicant New Home Company of Northern California LLC, except as modified by these conditions of approval. The Project approval includes Tentative Subdivision Maps (TSM #5221) a Zoning Amendment to allow Planned Development Overlay, a Conditional Use Permit, Site Plan and Design Review, and a Development Agreement for a parcel of land located within the Spring Lake Specific Plan Area to allow development of 87 single-family lots and 233(174 garage 59guest) on-site parking spaces, consistent with the Medium Density General Plan land use designation and multi-family R-15 specific plan designation for the property. APN: 042-030-054
2. **Development Agreement.** The Development Agreement between the City of Woodland and New Home Company of Northern California LLC, a Delaware Limited Liability Company, as approved by City Council at a first reading on July XX, 2022, are fully enforceable.
3. **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.
4. **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.

5. School Disclosure. The applicant shall include a disclosure statement on deeds for final lots the existence of the existing school facility located north of the project site and range of activities that occur at the facility.
6. Informing Agencies & Subcontractors. Secure approval and satisfy requirements of all agencies of jurisdiction. 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.
7. 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.
8. Home Owners Association (HOA) Formation Documents and Conditions, Covenants and Restrictions (CC & Rs). Prior to approval of the first final map submit, three (3) copies of the Homeowners Association CC&Rs to the Community Development Department for review and approval prior to recordation of the CC&Rs, to include:
 - a. Recreational vehicle parking is prohibited.
 - b. To the extent consistent with State law, 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.
 - c. Garages shall not be converted for storage use only. Garages shall be kept clear for residential vehicle parking.
 - d. The color of residential structures shall not be restricted. This provision shall be enforced through mechanisms established in the CC&Rs.
 - e. Maintenance of privately owned streets, street lights, and storm drainage.
9. Landscape Maintenance Agreement. The applicant/HOA shall enter into a recorded landscape maintenance agreement with the City of Woodland. The landscape

maintenance agreement shall run with the property. The landscape maintenance agreement shall provide for the continual maintenance of the property in a neat and tidy manner, landscape maintenance and replenishment of plants. A copy of the recorded landscape maintenance agreement shall be provided to the Planning Division to be kept on file prior to Certificate of Occupancy.

10. 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.

11. Affordable Housing. The project is responsible for providing 9 low-income units. The applicant will pay fees in lieu of constructing the on-site affordable housing consistent with Development Agreement Section 4.8.
12. 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).
13. 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).

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.

FINANCE DEPARTMENT

16. SLIF Shortfall No shortfall fee will be required if at least 87 units are built.
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. OWNER shall petition the City to be annexed into the boundaries of the Spring Lake Community Facilities District 2004-1 prior to the approval of each map. OWNER agrees to provide any and all information necessary to complete such annexation within 45 days of making this petition.

COMMUNITY DEVELOPMENT

19. 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.
20. Design Review. The site shall be developed and maintained in accordance with the approved plans, which include architectural elevations, exterior materials and colors, conceptual landscape, site and floor plans. Should there be a change in the plans, the change shall be described and provided in writing to be evaluated by the Community Development Director to determine general consistency with the Spring Lake Specific Plan Design Standards and Planned Development Standards. All exterior changes beyond those stated in the original approval will require staff level design review.
21. Requirements of all Agencies. The applicant shall secure approval and satisfy requirements of all agencies with jurisdiction prior to operating.
22. Final Plan Set. Prior to the issuance of building permits, the applicant shall include a Final Plan Set, with all conditions of approval incorporated or clearly listed on the

- plans. The conditions shall be printed on a full-size plan sheet(s). All plans, including site, grading, civil, mechanical, street improvement, landscaping, and architectural elevations shall be coordinated for consistency prior to issuance of permits.
23. Setbacks and Lot Standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 of the Spring Lake Specific Plan and the approved Planned Development Overlay standards as provided in the City Council Resolution approving the Tentative Subdivision Map, Conditional Use Permit and Planned Development.
 24. Driveway Entrances. Textured, colored, stamped concrete design or a similar design shall be provided at the primary driveway entrances as generally depicted in the Design Review plans.
 25. 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). The project will meet all measures as outlined in the Climate Action Plan checklist. Verification will be required prior to issuance of building permits.
 26. Photovoltaic Panels. At minimum, 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.
 27. 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.
 28. Trash and Recycling Container Storage. Areas shall be provided for designated storage of trash and recycling containers in compliance with Spring Lake Design Standard 2.8. Such areas shall be located adjacent to the house and screened from view of the streets. Information shall be verified prior to issuance of building permits.

29. Landscape Plan Submittal. Detailed Landscape and Irrigation Plans, shall be designed and prepared by a licensed landscape architect and shall be certified in accordance with 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:
- a. Locations, size and quantity of all plant materials.
 - b. A plant legend specifying species type (botanical and common names), container size, maximum growth habit and quantity of all plant materials.
 - c. Location of all pavements, fencing, wheel stops or curbs, buildings, structures, light poles, property lines and other pertinent site plan features.
 - d. Location of utilities in relation to on site planting and street trees.
 - e. 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.
 - f. Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, and the methodology to preserve existing adjacent trees during construction of new footings shall be provided on plans consistent with the Arborist report prepared by Sierra Nevada Arborists.
 - g. Any trees for removal and identified as heritage, specimen, or landmark under City code shall be mitigated for per City requirement.
 - h. Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.
 - i. Shared open space, culvert overcrossing to include all associated amenities and lighting.
30. 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 Design Standards. This applies to all yard and public landscaping. Plans shall be reviewed for compliance prior to issuance of building permits.
31. Shade Tree Planting. Shade trees shall be planted such that 50 percent of the uncovered stalls will be in shade at noon at landscape maturity. Planters containing trees shall not be less than four feet in width and shall be protected by wheel stops or curbs.

32. Tree Planting. All trees shall be planted and staked with Reddy stakes (or equivalent) in accordance with city standards.
33. Street Tree Master Plan. A Final Street Tree Master Planting Plan shall be approved prior to the issuance of the first building permit. The plan shall be reviewed for conformance with the Spring Lake Approved Street Tree list 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. Trees shall be a minimum of 15-gallons in size. A minimum of two alternate species shall be provided per street.
34. Tree and Utility Planting Plan. Due to the smaller lots, utilities shall be carefully located in order to ensure that each lot can maintain one street tree without conflict. Coordination in the placement of all utilities in relation to street trees shall be required. A Plan set illustrating tree and utility placement will be required prior to issuance of building permits and shall be coordinated with the Street Tree Master Plan
35. 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). Due to the unique nature of the housing product and site conditions, minor modification may be permitted subject to review and approval of the Community Development Department
36. 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).
37. 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.
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 semi-

transparent or opaque 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 final fencing plan for review and approval which identifies the material, location and design of all fencing on the project, including perimeter, good neighbor, interconnecting walkways and paths and accent fencing.
40. North Property Wall. The existing fencing along the north boundary of the project shall be replaced with wood fence that will be a minimum of six-feet in height, on either side as measured from the finished pad elevation. The location and design of the fence shall be shown on the Improvement Plans for the project. The design shall be approved by the Community Development Department prior to approval of Improvement Plans. OWNER shall work with the adjacent property owners to obtain necessary permission to remove the existing fencing and install the new fencing.
41. Double Wall Treatment. Should OWNER be unable to obtain necessary rights of entry from property owners to remove the existing fencing and construct new fences in condition 40 above, OWNER shall propose new construction design for the City's approval that does not need adjacent property owners' approval and minimizes a nuisance or hazard double wall condition.
42. On-Site Parking. In no case shall the number parking spaces be reduced without prior approval of the Community Development Director.
43. A light sand finish stucco texture shall be utilized on all homes and window trim (no lace texture).

MITIGATION MEASURES

44. SLSP Mitigation Requirements. The project applicant shall comply with all mitigations required by the TOC EIR Mitigation Monitoring Program including provided as Attachment A to the SLSP, as well as adherence to the Yolo HCP/NCCP, any further analysis provided through additional studies and evaluations required to ensure compliance with mitigations. This includes a pre-construction and/or tree removal survey by a qualified biologist that will include a Raptor and a Ground Nesting Raptor Survey (4.5-3).
45. Ground Nesting Raptor Survey. Pursuant to Mitigation Measure 4.5-3(a), thirty (30) days prior to commencement of grading or any site work, the applicant shall have prepared and submitted a survey for ground nesting raptors (e.g. northern harrier and burrowing owl). This survey shall be prepared by a qualified raptor biologist using

appropriate protocol acceptable to responsible agencies. If survey nesting raptor species are found, then mitigation measures 4.5-3(b-d) of the Spring Lake Specific Plan Mitigation Monitoring Plan shall be followed. Survey results are valid only for the season when construction activity occurs.

46. Pre-Construction or Pre-tree Pruning or Removal. 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- September 15). The survey shall be conducted for a half mile around the proposed site at which any construction activity is proposed. The survey shall be conducted by a qualified raptor biologist during the same calendar year that the proposed activity is planned to begin to determine if any nesting birds-of-prey would be affected.
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
48. 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.
49. 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).
50. 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.
51. 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)
52. Dust Suppression. Applicant shall comply with all dust suppression requirements during all grading and construction activities (SLSP Regulation 7.4)
53. 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.

54. Cultural Resources. During grading or any site work, development must comply with Development Regulation 7.22 (MM 4.10-1)
55. 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.

DEVELOPMENT ENGINEERING

Roadways

56. The applicant shall replace all cracked and broken sidewalk along the project frontage.
57. The applicant shall replace all frontage that does not meet ADA standards with City-Standard ADA-compliant driveways, curb, gutter or sidewalk.
58. The applicant shall replace/install City-Standard ADA-compliant curb ramps.
59. Mickle Avenue is under moratorium for cuts into the new street (accepted on 5/4/2021; moratorium expires on 5/4/2028). City understands and acknowledges that Applicant will make certain cuts to make connections to various existing utilities in Mickle Avenue including sanitary sewer, storm drainage and water pipes. Applicant understands that all such repairs to Mickle Avenue shall include surface restoration consistent with City standards. Private Roadways/Alleys shall be constructed to City standard structural sections, with a minimum of 4" AC over 12" AB or as otherwise recommended by a certified soils report. Should there be a need for the City to maintain/repair public utilities requiring trenching through private alleys, such repair shall include surface restoration consistent with City standards.
60. This project shall complete the traffic signal improvements at the intersection of County Road 25A and County Road 102. This work is reimbursable through the SLIF program.

Easements and Right of Way

61. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
62. A ten (10) 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.
63. Final map shall dedicate easements to allow connection of sewer, water, storm drain facilities across parcels and vehicular and pedestrian access, so that each

parcel may attach to the public system. Easements may be dedicated through one of the following mechanisms:

- A. A legally binding CC&R document, reviewed and approved by the City and recorded on the title of the land;
- B. Prior to approval of the final map the applicant shall enter into an Agreement for Conveyance of Easements and record it against the property. The map shall reference the agreement; or
- C. A statement on the map as follows “We hereby reserve easements for reciprocal private access, drainage, utilities, and maintenance, on, over, and across Parcels ____ and ____ these easements shall bind and insure to the benefit of the heirs, administrators, executors, and successors of the grantors and are for the benefit of each of Parcels so described.”

Landscaping

- 64. Public landscape strips (between back of curb and sidewalk) along the public streets (Mickle Avenue and County Road 25A) are considered a public improvement. Design and construction of public landscaping areas shall be included in plans and proceed concurrent with adjacent development.

All public landscape areas shall connect to onsite water service, meter and irrigation system. Landscape shall be irrigated and maintained by the Homeowners Association for the project. Applicant shall enter a Landscape maintenance agreement with the City.

- 65. Trees within the Public Landscape strip shall be irrigated per City of Woodland Standards via connection to onsite water service, meter and irrigation system. City will maintain trees within the public landscape area.

Wastewater and Sewer Collection System

- 66. Sewer mains, including sewer wyes, throughout the project shall be publicly owned and maintained. Sewer laterals, including cleanouts, up to the connection point at the wye shall be privately owned and maintained. All publicly owned and maintained sewer facilities shall be within a public utility easement. Privately owned sewers shall be designed to City standards.
- 67. Sewer Mains shall not be less than 8” in diameter and shall be constructed to public/City standards.
- 68. 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.
- 69. 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.

70. Top-of-line sewer mains shall terminate with a manhole (not a cleanout).

71. Abandon all unused stubs to the property per city standards.

Storm Water

72. The project shall participated in the East Regional Detention Basin (the area wide storm drain detention improvement). Applicant shall design and construct drainage improvements consistent with the most recent version of the City's Storm Drainage Master Plan criteria and Standard Specifications and Details. If required, the pad heights may have to be raised from those shown on the preliminary grading plan of the tentative map.

73. Storm drain systems shall be private and the responsibility of the HOA. Private ownership and maintenance responsibilities shall terminate at the first connection point (manhole or inlet) to the City's system within a public street. Privately owned lines shall be constructed to City standards and shall not be less than 18" in diameter. (Note connection day lighting at the driveway is not permitted, connections will need to be at a manhole in the street.).

74. Abandon all unused stubs to the property per city standards.

Storm Water Quality Control

75. 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.

Prior to Building Permit Owner shall submit post construction work sheet in accordance with Appendix 8 of the City's Post Construction Standards Manual; to demonstrate how the project is meeting low impact development standards, Hydromodification standards, and Storm Water Quality Standards.

76. OWNER may reference the City's Post Construction Standards Manual on the web.

<http://www.cityofwoodland.org/gov/depts/cd/divisions/engineering/development/h2oquality.asp>

Water Infrastructure

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

78. Water meters shall be owned and maintained by the City. Water meters shall not be located in driveways; unless specifically and individually approved by the City Engineer.
79. Water mains, water laterals, and water meters throughout the project shall be publicly owned and maintained up to and including the meter. All publicly owned and maintained water facilities shall be within a public utility easement. Water laterals beyond the meter are considered private. Private water facilities shall be constructed in accordance with City Standards.
80. 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.
81. 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.
82. Abandon all unused stubs to the property per city standards.
83. 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.
84. The project shall have a separate metered water service that is solely for the landscape irrigation system.
85. Tees on water mains shall be equipped with two (2) valves; crosses shall be equipped with three (3) valves. Avoid locating valves on deep (>60") water line sections and inside concrete areas wherever possible to facilitate repairs.
86. 8" dead-end mains serving only 6 homes will result in stagnant water requiring frequent flushing. Reduce dead end main sizes to 6" (or 4" if sprinkler calcs allow) and place a blow off at the end of the line.

Grading

87. 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.

88. The Tentative map Preliminary Grading plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
89. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.

Fees

90. The Owner shall pay all required fees for processing final maps (technical check) with final map submittal.
91. 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. If contract inspection is necessary for the project Owner shall prefund a liability account and sign an advanced funding agreement.
92. Owner shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance
93. Owner agrees to pay to City a general purpose fee, a total of \$5,000 per building permit, to be used for the City Southeast Area Aquatics Center Project. Payment shall be made at time of approval of final map. Final determination of cost shall be made at time of payment and shall be based on inflationary cost increases (Construction Cost Index (CCI)).

At final Map Owner shall pay Transit Capital fee of \$247 per lot for a total of 21,489 and a Transit Operating Fee of \$51 per lot for a total of \$4,437.

At final Map Owner shall pay a fee of \$771 per lot for SL fire operations for a total of \$67,077.

94. 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.

General Conditions

95. Other than on-site street width, all civil improvements for water, sewer, storm, electrical, roadway sections, markings, and appurtenances shall conform to City Standards.
96. Applicant shall install a 6' tall masonry wall along the County Road 25A project frontage. The cost for this improvement is reimbursable through the SLIF program.
97. Minimum standards for onsite lighting shall require the project to meet City municipal code standards for lighting of parking areas. In addition to lighting in the shared open space and along the paseos and walking paths within the development.
98. Developer shall document and show evidence that all tentative map conditions are met or secured with submittal of final map.
99. 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.
100. Prepare improvement plans for the project which shall include any work within the public right-of-way and public utility easements 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.
101. Submit proposed Street names to fire department for approval with a copy to Public Works prior to improvement plan or final map submittal.
102. Public improvements (within public right-of-way) in addition to roadway construction shall include water, sewer and storm drain mains, Fire hydrants, street lights, and landscaping.
103. Submit an application for reapportionment of assessments with the parcel map or subdivision map.

104. 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.
105. 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.
106. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance
107. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact the City's Environmental Resource Analyst, at 661-2063 for more information.
108. Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
109. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.

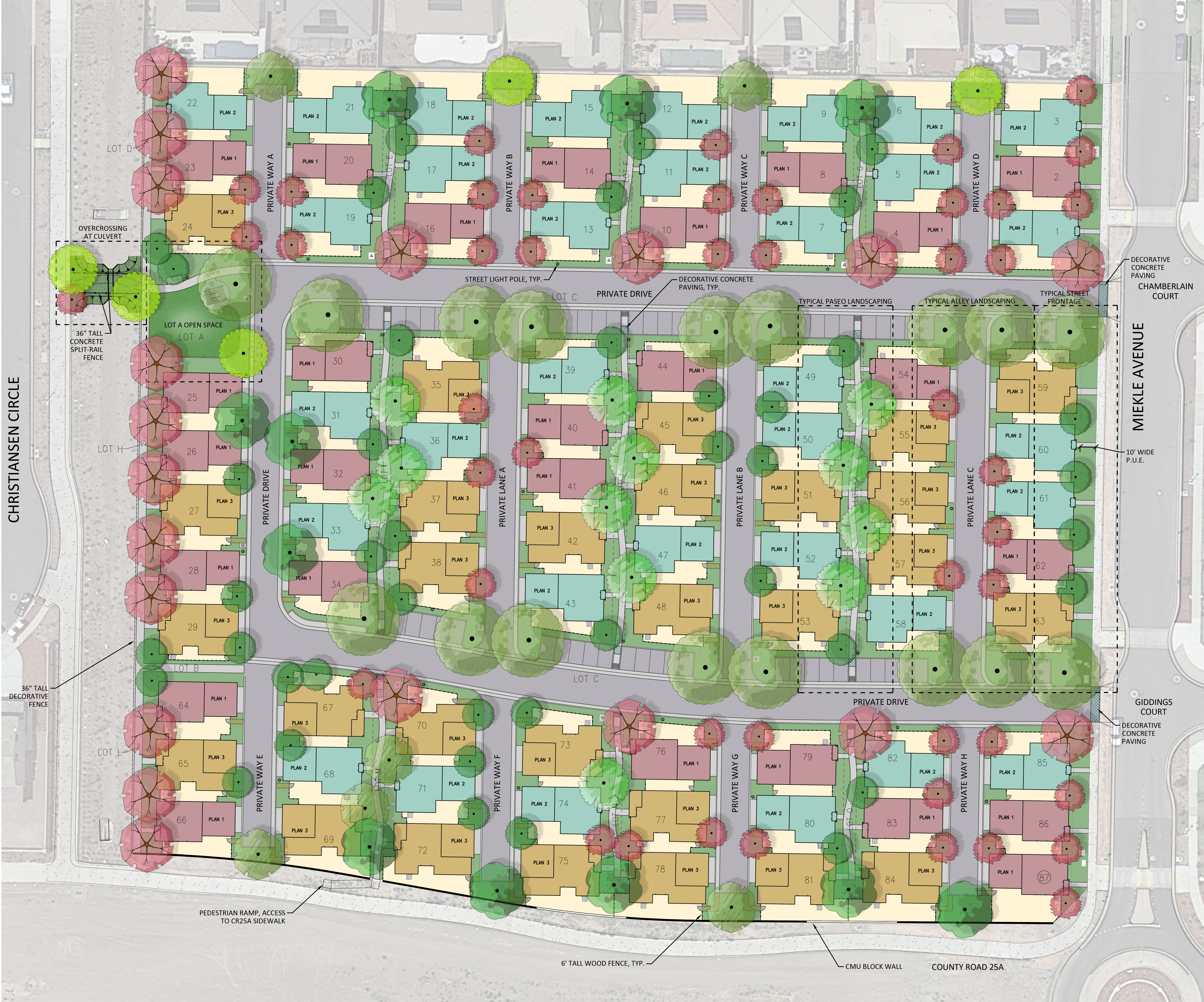
BUILDING

110. This project must meet all criteria and mandates for these City Adopted codes or the most current code:
 - a. 2019 California Residential Code
 - b. 2019 California Building Code
 - c. 2019 California Plumbing Code
 - d. 2019 California Mechanical Code
 - e. 2019 California Electrical Code
 - f. 2019 Building Energy Efficiency Standards
 - g. 2019 California Green Building Code
 - h. The Code of the City of Woodland (in accordance with the entitlement)
111. 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.
 - a. Recycle plan is required at time of permit issuance along with a deposit.
 - b. Prior to **any** demolition work being performed, clearance from Yolo Solano Air Quality Management District is required.

112. 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.\
113. All plans, computations and specifications to be prepared and designed by an architect or engineer licensed by the state of California.
114. 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.
115. A soils investigation report shall be provided as specified in section 1803.2 of the 2016 CBC.
116. Because this project is located in an area known to contain expansive soils and per Woodland General Plan Policy document, Part II, Policy 8.A.9, **“The City shall require the use of special bending-resistant designs where foundations must be slab-on-grade in areas with expansive soil.”** And per CBC 1808.6, footings or foundations for buildings founded on expansive soils shall be designed in accordance with CBC 1808.6.1 **and for concrete slab-on ground foundations** the design shall be in accord with CBC 1808.6.2 and PTI Standard Requirement for Design of Shallow Post-Tensioned Concrete Foundations on Expansive Soils or WR/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 register Civil or Structural Engineer or Architect** showing compliance. Woodland General Plan Policy Document, Part II, Policy 8.A.9, CBC 1803.5.3 and CBC 1808.6.

CONCEPTUAL PLANTING SCHEDULE

ACCENT TREE	BOTANICAL NAME	COMMON NAME	CONT	WATER USE	HKW
	CHIONANTHUS RETUSUS	CHINESE FRINGE TREE	15 GAL	M	20'X20'
	MALUS X 'PRAIRIFIRE'	PRAIRIFIRE CRAB APPLE	15 GAL/ 1" BARE ROOT	M	20'X20'
LARGE CANOPY SHADE TREES	BOTANICAL NAME	COMMON NAME	CONT	WATER USE	HKW
	ACER RUBRUM	RED MAPLE	15 GAL/ 1" BARE ROOT	M	40'X40'
	QUERCUS COCCINEA	SCARLET OAK	15 GAL/ 1" BARE ROOT	L	50'X50'
MEDIUM CANOPY TREES	BOTANICAL NAME	COMMON NAME	CONT	WATER USE	HKW
	CARPINUS BETULUS	EUROPEAN HORNBAM	15 GAL/ 1" BARE ROOT	M	40'X35'
	PISTACIA CHINENSIS 'KEITH DAVEY'	KEITH DAVEY CHINESE PISTACHE	15 GAL/ 1" BARE ROOT	L	35'X30'
	TILIA CORDATA 'JUNE BRIDE'	JUNE BRIDE LITTLELEAF LINDEN	15 GAL/ 1" BARE ROOT	M	50'X35'
	ZELKOYA SERRATA 'WIRELESS'	WIRELESS ZELKOYA	15 GAL/ 1" BARE ROOT	M	25'X35'
GROUNDCOVERS	BOTANICAL NAME	COMMON NAME	CONT	WATER USE	HKW
	ARCTOSTAPHYLOS UVA-URSI	KINKINICK	1 GAL	L	1'X4'
	ARCTOSTAPHYLOS X 'EMERALD CARPET'	EMERALD CARPET MANZANITA	1 GAL	L	1'X5'
	BACCHARIS PILLULARIS 'PIGEON POINT'	COYOTE BRUSH	1 GAL	L	2'X6'
	BACCHARIS PILLULARIS 'TWIN PEAKS'	TWIN PEAKS COYOTE BRUSH	1 GAL	L	1'X6'
	COTONEASTER DAMMERI 'CORAL BEAUTY'	BEARBERRY COTONEASTER	1 GAL	L	1'X6'
	COTONEASTER MICROPHYLLUS	ROCKSPRAY COTONEASTER	1 GAL	L	2'X6'
ORNAMENTAL GRASS - FOREGROUND & ACCENT	BOTANICAL NAME	COMMON NAME	CONT	WATER USE	HKW
	FESTUCA IDAHOENSIS 'SISKIYOU BLUE'	SISKIYOU BLUE FESCUE	1 GAL	L	2'X2'
	HELCOTYRICHON SEMPERVIRENS	BLUE OAT GRASS	5 GAL	L	2'X3'
ORNAMENTAL GRASS - MID FOREGROUND & ACCENT	BOTANICAL NAME	COMMON NAME	CONT	WATER USE	HKW
	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	1 GAL	L	4'X3'
	FESTUCA CALIFORNICA	CALIFORNIA FESCUE	5 GAL	L	4'X3'
	MUHLENBERGIA DUBIA	PINE MUHLY	1 GAL	L	3'X3'
SHRUBS - BACKGROUND FOUNDATION	BOTANICAL NAME	COMMON NAME	CONT	WATER USE	HKW
	CALYCANTHUS OCCIDENTALIS	SPICE BUSH	5 GAL	L	6'X6'
	CARPENTERIA CALIFORNICA 'ELIZABETH'	ELIZABETH BUSH ANEMONE	5 GAL	L	6'X4'
	CEANOTHUS THYRSIFLORUS 'SKYLARK'	SKYLARK CEANOTHUS	5 GAL	L	5'X6'
	OLEA EUROPAEA 'LITTLE OLLIE'	LITTLE OLLIE OLIVE	15 GAL	L	8'X8'
	PRUNUS CAROLINIANA 'YONKUS' TM	BRIGHT 'N' TIGHT CAROLINA LAUREL CHERRY	5 GAL	L	6'X8'
	XYLOSMA CONGESTUM	SHINY XYLOSMA	5 GAL	L	8'X8'
SHRUBS - FOREGROUND & ACCENT	BOTANICAL NAME	COMMON NAME	CONT	WATER USE	HKW
	EPILOBIUM CANUM 'CARMEN'S GREY'	CARMEN'S GREY CALIFORNIA FUCHSIA	1 GAL	L	2'X4'
	ERIGERON KARVINSKIANUS	FLEABANE	1 GAL	L	2'X3'
	RHAPHIOLEPIS INDICA 'BALLERINA'	BALLERINA INDIAN HAWTHORN	1 GAL	M	2'X4'
	TEUCRIUM CHAMAEDRYS 'NANUM'	CREEPING GERMANDER	1 GAL	L	1'X3'
SHRUBS - MID FOREGROUND & ACCENT	BOTANICAL NAME	COMMON NAME	CONT	WATER USE	HKW
	BERBERIS AQUIFOLIUM 'COMPACTA'	COMPACT OREGON GRAPE	5 GAL	L	3'X4'
	CALLISTEMON VIMINALIS 'LITTLE JOHN'	DWARF WEEPING BOTTLEBRUSH	5 GAL	L	3'X4'
	DIETES VEGETA	AFRICAN IRIS	1 GAL	L	3'X3'
	GALVEZIA SPECIOSA 'FIRECRACKER'	BUSH SNAPDRAGON	5 GAL	L	3'X4'
	PEROVSKIA ATRIPLICIFOLIA	RUSSIAN SAGE	1 GAL	L	3'X4'
	SALVIA CLEVELANDII 'WINIFRED GILLMAN'	CLEVELAND SAGE	1 GAL	L	4'X4'
	SALVIA GREGGII 'PURPLE'	AUTUMN SAGE	1 GAL	L	3'X3'
	SALVIA MICROPHYLLA 'HOT LIPS'	HOT LIPS GRAHAM SAGE	5 GAL	L	3'X3'



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CONCEPTUAL LANDSCAPE SITE PLAN

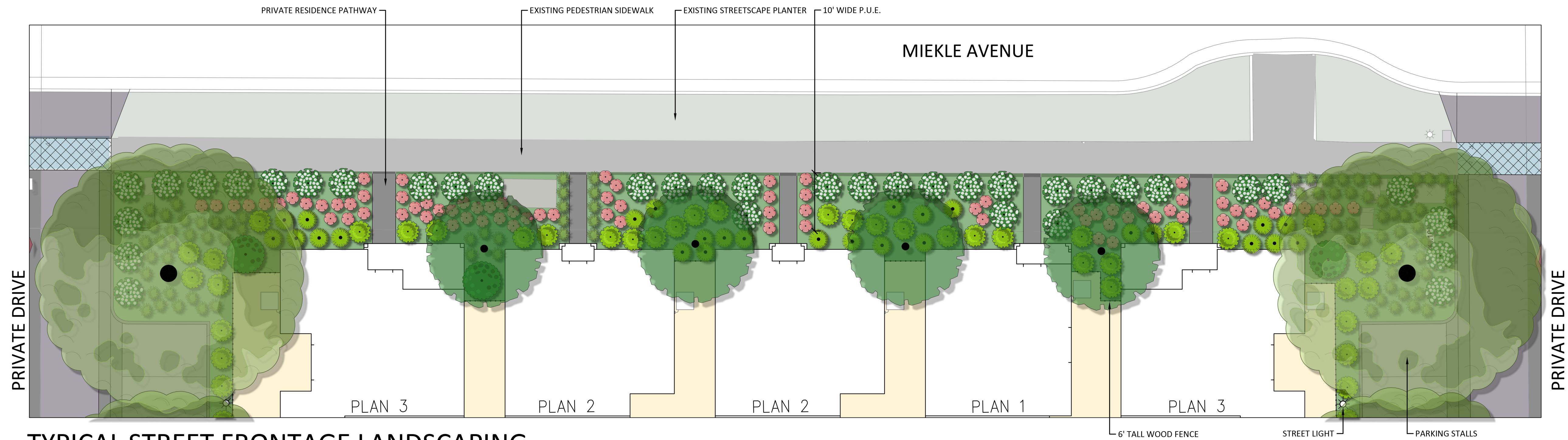
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WOODLAND

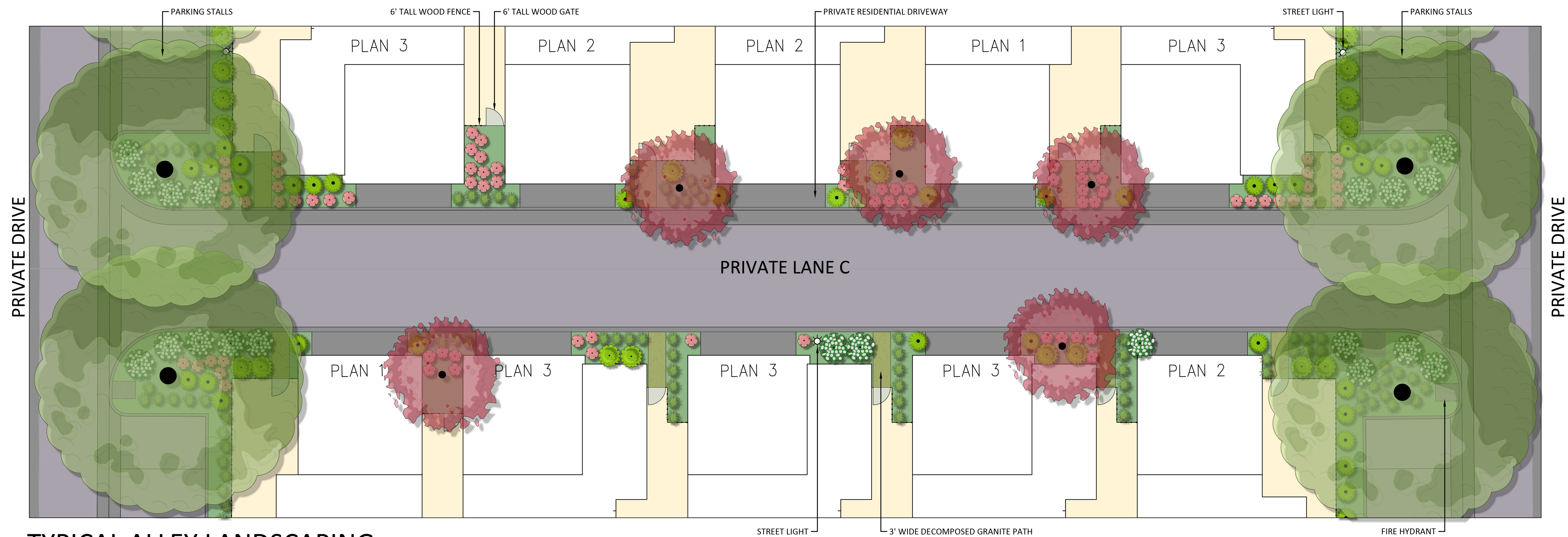
SHEET
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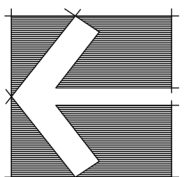
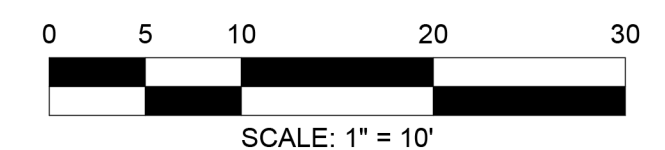
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TYPICAL STREET FRONTAGE LANDSCAPING



TYPICAL ALLEY LANDSCAPING



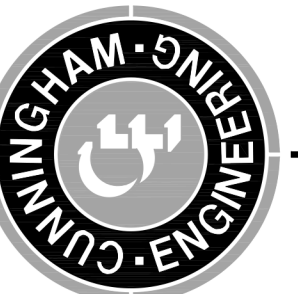
CONCEPTUAL ENLARGEMENT
LANDSCAPE SITE PLANS

WOODLAND CALIFORNIA

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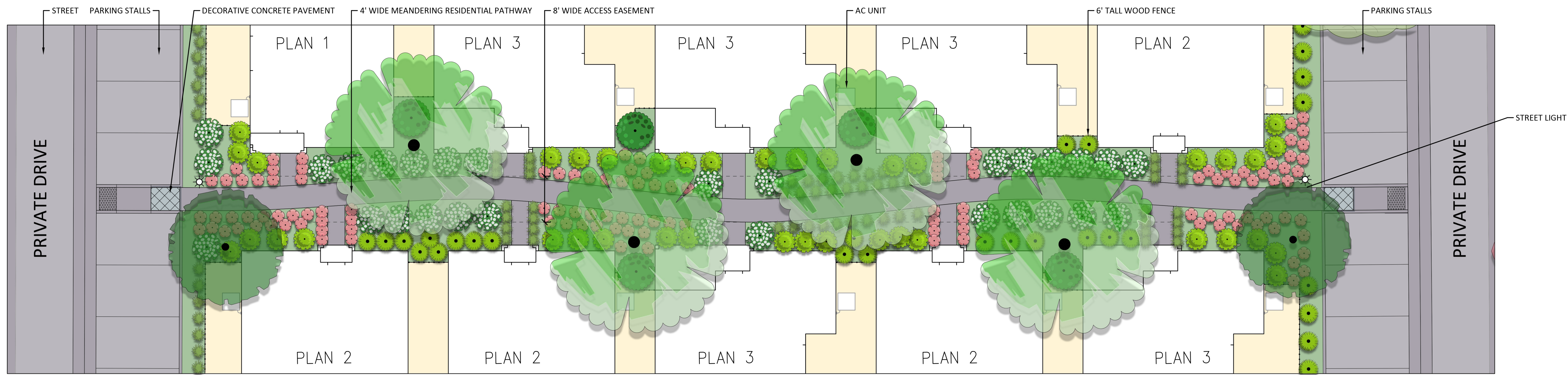
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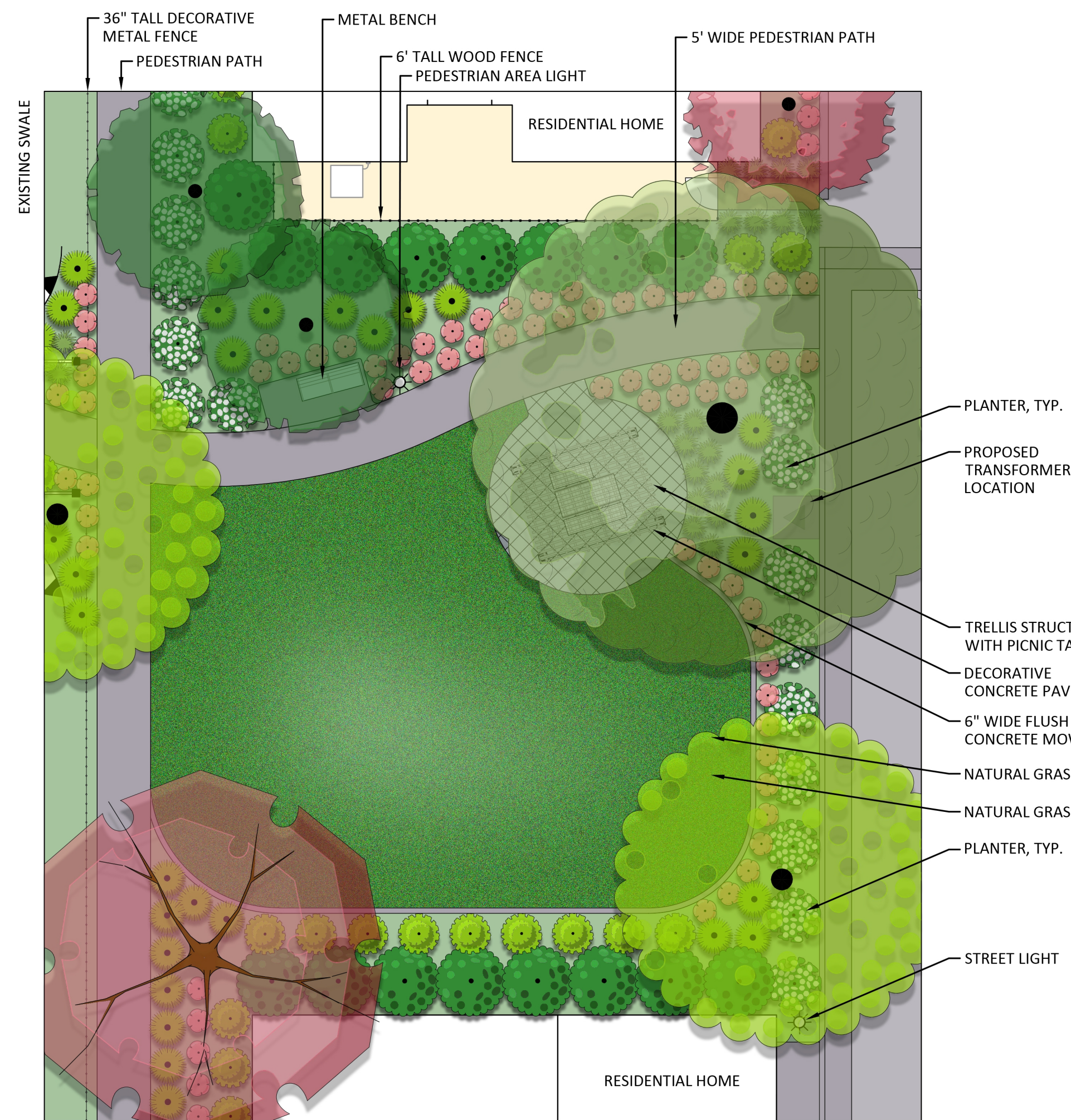


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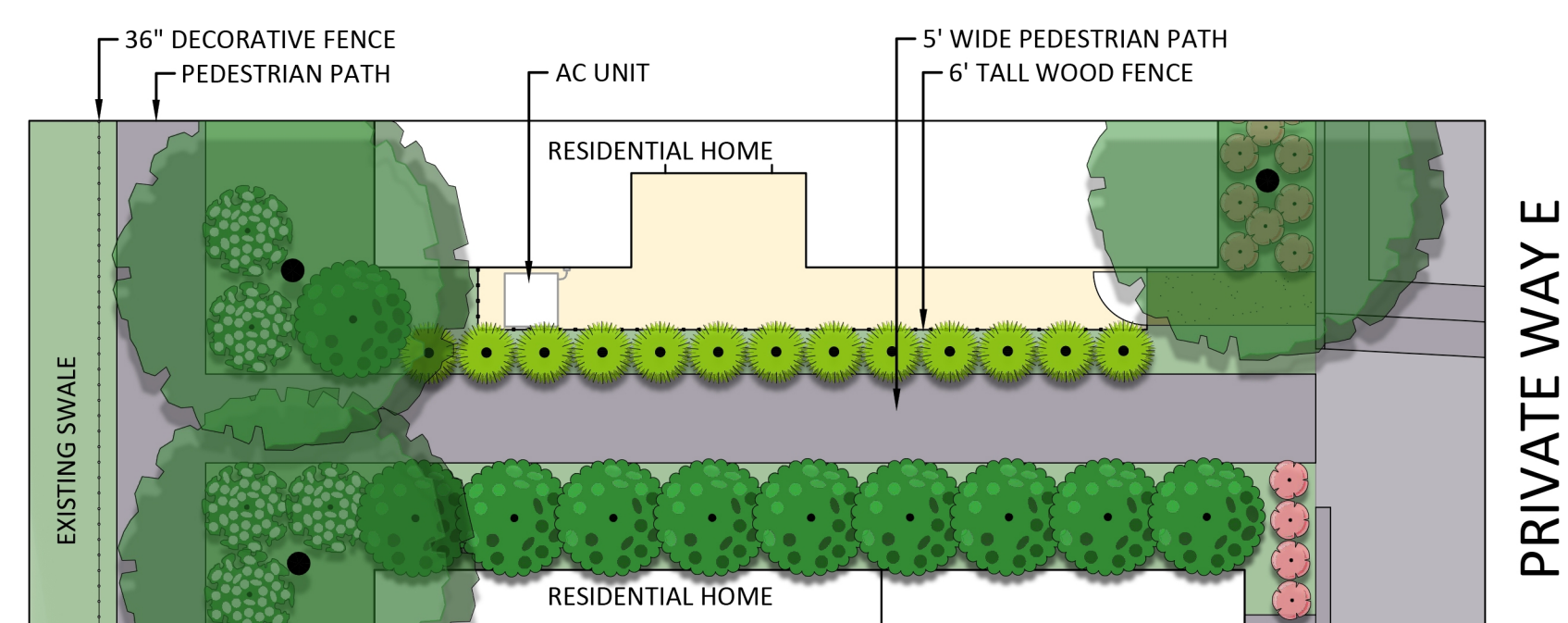
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TYPICAL PASEO LANDSCAPING



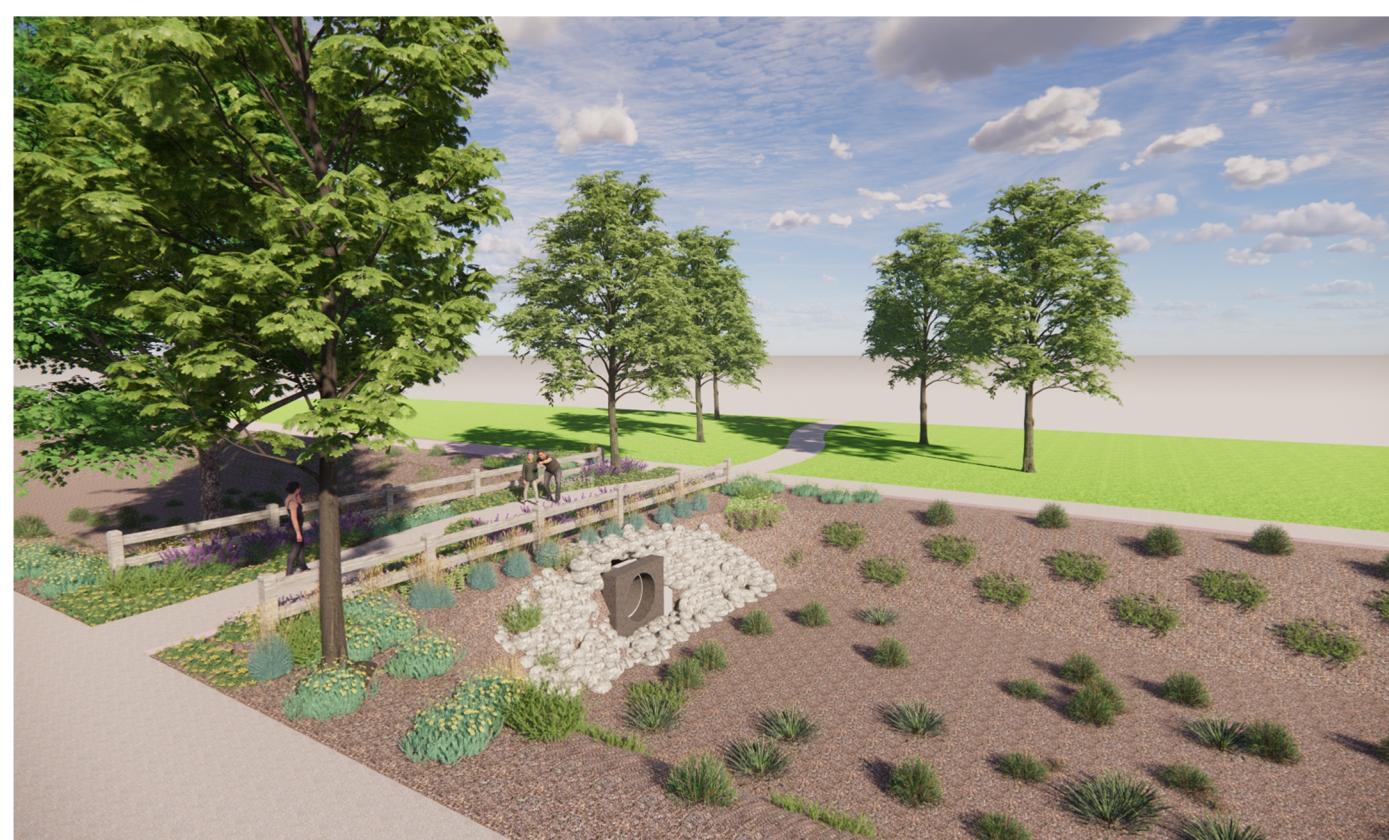
LOT 'A' COMMON AREA



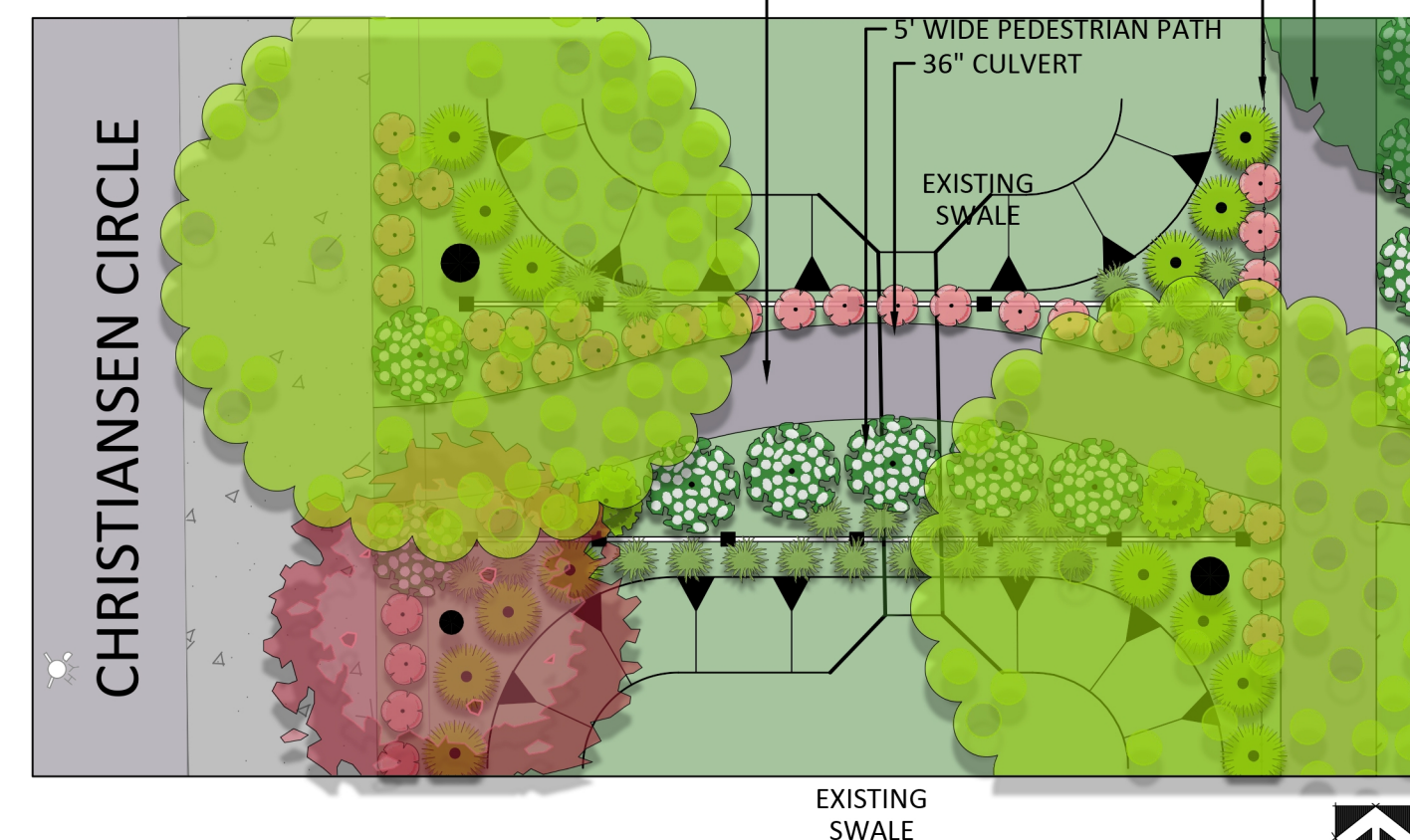
LOT 'B' COMMON AREA



3D PERSPECTIVE SHOWING DESIGN INTENT OF PEDESTRIAN CROSSING OVER CULVERT



3D PERSPECTIVE SHOWING DESIGN INTENT OF PEDESTRIAN CROSSING OVER CULVERT



OVERCROSSING WITH CULVERT



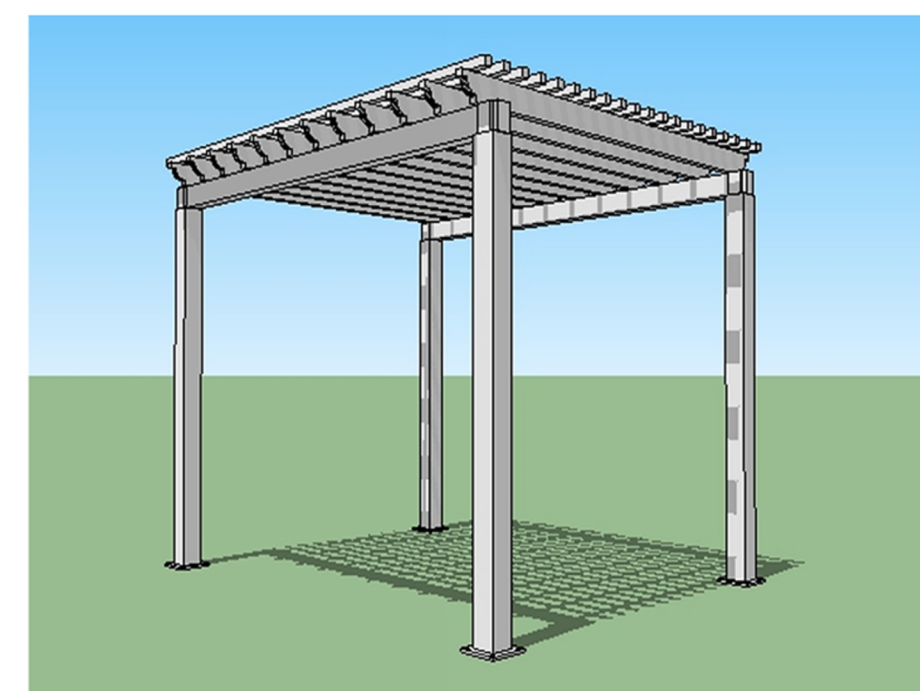
TYPICAL STREET LIGHT



TYPICAL BOLLARD LIGHT



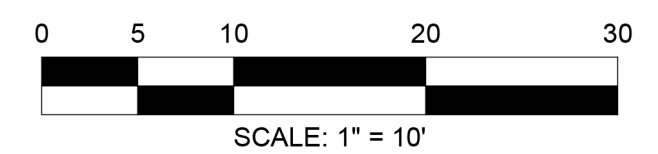
METAL BENCH EXAMPLE



TRELLIS STRUCTURE EXAMPLE



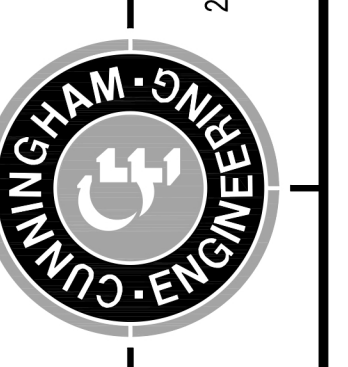
METAL PICNIC TABLE EXAMPLE



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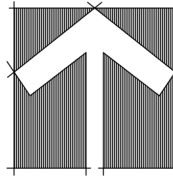
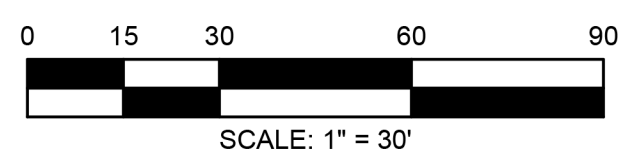
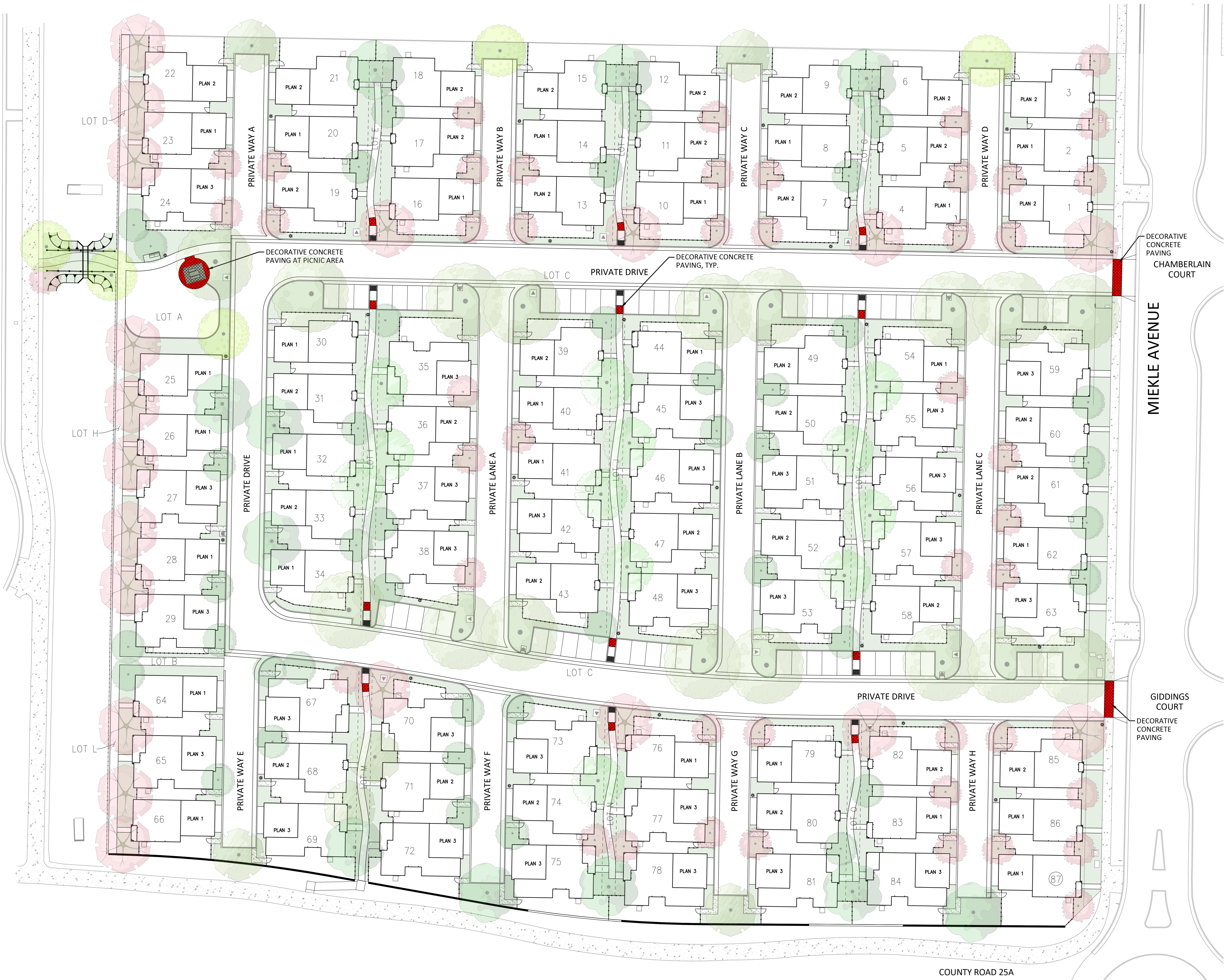
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**CONCEPTUAL ENLARGEMENT
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SHEET	3
OF	5
DATE:	05/24/2022
JOB NO:	1863

CHRISTIENSEN CIRCLE



DECORATIVE PAVEMENT EXHIBIT

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OF
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FENCING LEGEND

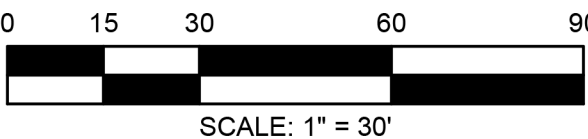
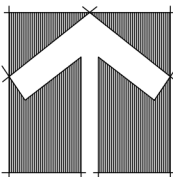
36" TALL CONCRETE SPLIT-RAIL FENCE



36" TALL ORNAMENTAL METAL DECORATIVE FENCING



6' TALL VERTICAL WOOD SLAT GOOD NEIGHBOR FENCE



SCALE: 1" = 30'

FENCING EXHIBIT

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CALIFORNIA

WOODLAND

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OF
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DATE: 05/24/2022

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CALIFORNIA



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Project Planning ■ Civil Eng

Landscape Architecture

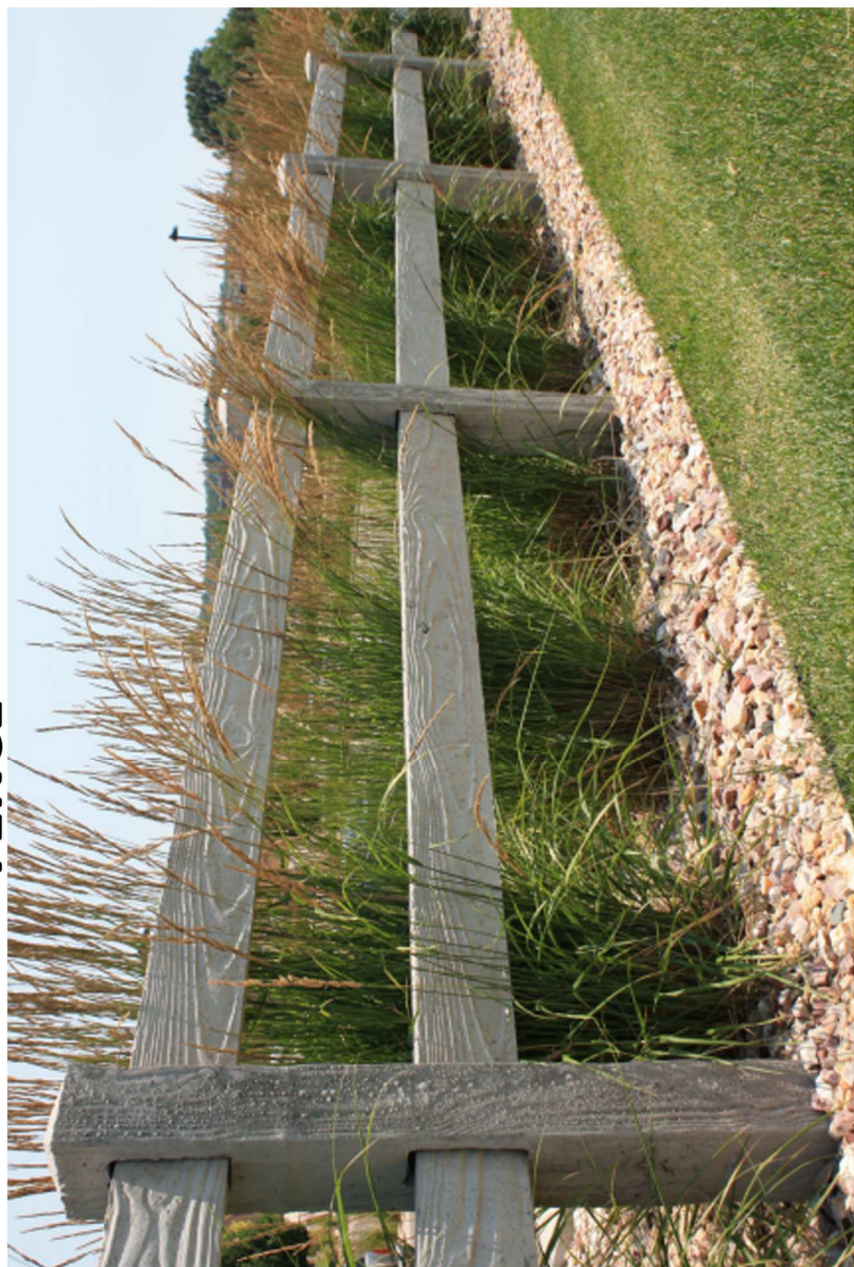
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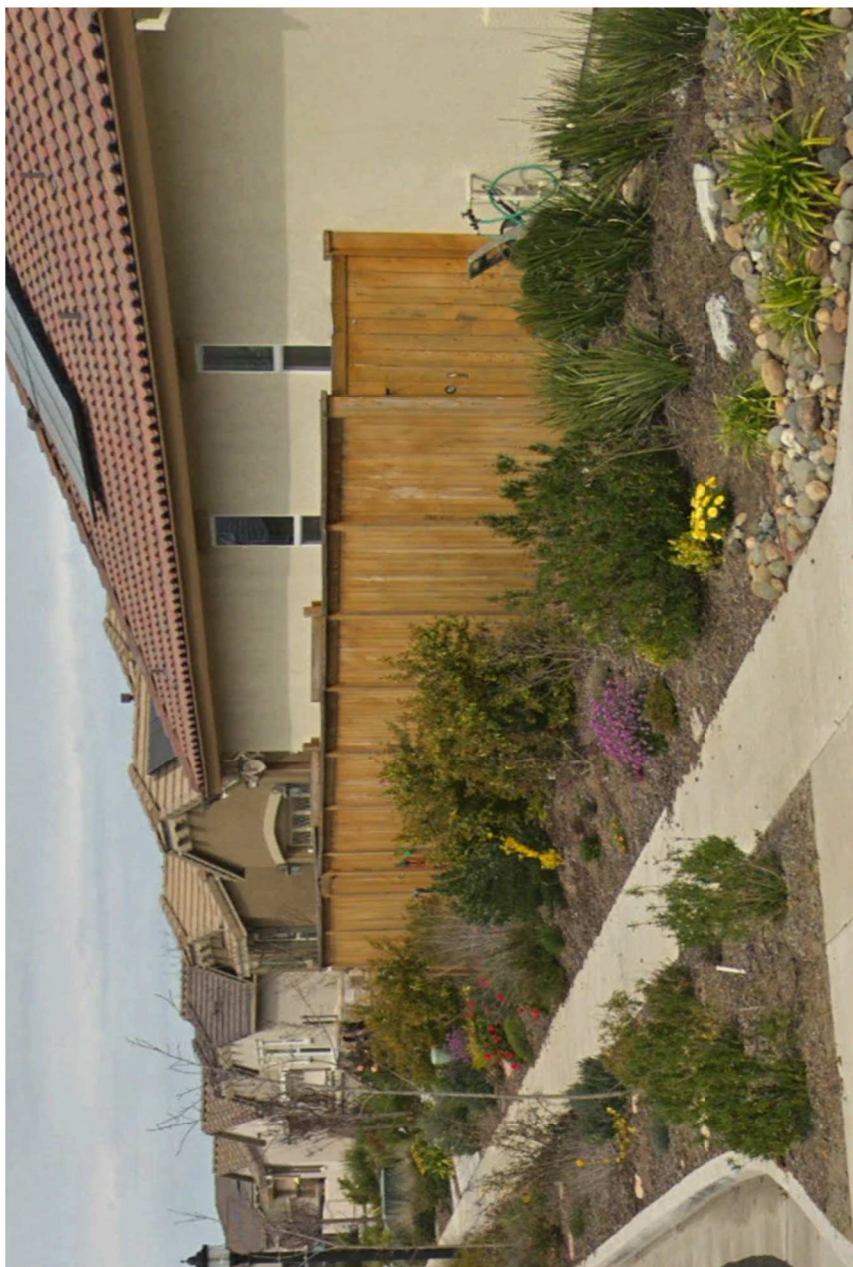
36" TALL CONCRETE SPLIT-RAIL FENCE



36" TALL ORNAMENTAL METAL DECORATIVE FENCING



6' TALL VERTICAL WOOD SLAT GOOD NEIGHBOR FENCE



RUBY ESTATES TENTATIVE MAP

LOT MATRIX

LOT #	LOT DEPTH ¹ (FT)	LOT WIDTH ² (FT)	LOT AREA (FT ²)	LOT COVERAGE (%)	PRIVATE OPEN SPACE / YARD AREA		TYPE	BLDG SETBACKS (MIN.)			
					(FT ²)	% LOT		FRONT (FT)	REAR (FT)	INT. SIDE (FT)	ST. SIDE (FT)
1	67	32	2,941	42%	1698	58%	Single Family	4	4	3.5	3.5
2	67	34	2,239	52%	1081	48%	Single Family	4	4	3.5	3.5
3	67	42	2,958	42%	1715	58%	Single Family	4	4	3.5	3.5
4	58	29	2,405	48%	1247	52%	Single Family	4	4	3.5	3.5
5	58	36	2,088	60%	844	40%	Single Family	4	4	3.5	3.5
6	58	43	2,581	48%	1338	52%	Single Family	4	4	3.5	3.5
7	58	42	2,538	49%	1295	51%	Single Family	4	4	3.5	3.5
8	58	33	1,943	60%	785	40%	Single Family	4	4	3.5	3.5
9	58	43	2,593	48%	1350	52%	Single Family	4	4	3.5	3.5
10	58	39	2,424	48%	1266	52%	Single Family	4	4	3.5	3.5
11	58	36	2,098	59%	854	41%	Single Family	4	4	3.5	3.5
12	58	43	2,585	48%	1341	52%	Single Family	4	4	3.5	3.5
13	59	42	2,570	48%	1327	52%	Single Family	4	4	3.5	3.5
14	59	34	1,974	59%	816	41%	Single Family	4	4	3.5	3.5
15	59	43	2,642	47%	1398	53%	Single Family	4	4	3.5	3.5
16	60	39	2,448	47%	1290	53%	Single Family	4	4	3.5	3.5
17	59	36	2,142	58%	898	42%	Single Family	4	4	3.5	3.5
18	59	43	2,665	47%	1421	53%	Single Family	4	4	3.5	3.5
19	60	41	2,587	48%	1344	52%	Single Family	4	4	3.5	3.5
20	60	34	2,003	58%	845	42%	Single Family	4	4	3.5	3.5
21	60	43	2,701	46%	1458	54%	Single Family	4	4	3.5	3.5
22	63	43	2,769	45%	1526	55%	Single Family	4	4	3.5	3.5
23	63	34	2,094	55%	936	45%	Single Family	4	4	3.5	3.5
24	63	41	2,531	59%	1039	41%	Single Family	4	4	3.5	3.5
25	63	33	2,094	55%	936	45%	Single Family	4	4	3.5	3.5
26	63	36	2,250	51%	1092	49%	Single Family	4	4	3.5	3.5
27	63	41	2,563	58%	1070	42%	Single Family	4	4	3.5	3.5
28	63	34	2,094	55%	936	45%	Single Family	4	4	3.5	3.5
29	63	38	2,406	62%	913	38%	Single Family	4	4	3.5	3.5
30	58	34	1,963	59%	805	41%	Single Family	4	4	3.5	3.5
31	58	36	2,104	59%	861	41%	Single Family	4	4	3.5	3.5
32	58	33	1,958	59%	800	41%	Single Family	4	4	3.5	3.5
33	58	36	2,104	59%	861	41%	Single Family	4	4	3.5	3.5
34	58	20	2,376	49%	1218	51%	Single Family	4	4	3.5	3.5
35	60	52	3,073	49%	1580	51%	Single Family	4	4	3.5	3.5
36	60	36	2,142	58%	899	42%	Single Family	4	4	3.5	3.5
37	60	39	2,291	65%	798	35%	Single Family	4	4	3.5	3.5
38	60	42	2,784	54%	1292	46%	Single Family	4	4	3.5	3.5
39	58	39	2,268	55%	1024	45%	Single Family	4	4	3.5	3.5
40	58	34	1,958	59%	799	41%	Single Family	4	4	3.5	3.5
41	58	34	1,958	59%	799	41%	Single Family	4	4	3.5	3.5
42	58	38	2,250	66%	757	34%	Single Family	4	4	3.5	3.5
43	58	37	2,408	52%	1165	48%	Single Family	4	4	3.5	3.5
44	58	36	2,109	55%	951	45%	Single Family	4	4	3.5	3.5
45	58	39	2,250	66%	757	34%	Single Family	4	4	3.5	3.5
46	58	39	2,250	66%	757	34%	Single Family	4	4	3.5	3.5
47	58	36	2,104	59%	860	41%	Single Family	4	4	3.5	3.5
48	58	41	2,503	60%	1011	40%	Single Family	4	4	3.5	3.5
49	58	41	2,370	52%	1127	48%	Single Family	4	4	3.5	3.5
50	58	36	2,088	60%	844	40%	Single Family	4	4	3.5	3.5
51	58	39	2,233	67%	740	33%	Single Family	4	4	3.5	3.5
52	58	36	2,088	60%	844	40%	Single Family	4	4	3.5	3.5
53	58	43	2,505	60%	1012	40%	Single Family	4	4	3.5	3.5
54	58	38	2,213	52%	1055	48%	Single Family	4	4	3.5	3.5
55	58	39	2,233	67%	740	33%	Single Family	4	4	3.5	3.5
56	58	39	2,233	67%	740	33%	Single Family	4	4	3.5	3.5
57	58	39	2,233	67%	740	33%	Single Family	4	4	3.5	3.5
58	58	40	2,335	53%	1092	47%	Single Family	4	4	3.5	3.5
59	66	45	2,996	50%	1503	50%	Single Family	4	4	3.5	3.5
60	66	36	2,387	52%	1144	48%	Single Family	4	4	3.5	3.5
61	66	36	2,383	52%	1139	48%	Single Family	4	4	3.5	3.5
62	66	34	2,214	52%	1055	48%	Single Family	4	4	3.5	3.5
63	66	42	2,790	54%	1297	46%	Single Family	4	4	3.5	3.5
64	63	36	2,250	51%	1092	49%	Single Family	4	4	3.5	3.5
65	63	39	2,406	62%	913	38%	Single Family	4	4	3.5	3.5
66	63	36	2,401	48%	1243	52%	Single Family	4	4	3.5	3.5
67	59	38	2,705	55%	1213	45%	Single Family	4	4	3.5	3.5
68	59	39	2,136	58%	892	42%	Single Family	4	4	3.5	3.5
69	59	34	2,703	55%	1210	45%	Single Family	4	4	3.5	3.5
70	60	32	2,867	52%	1375	48%	Single Family	4	4	3.5	3.5
71	60	36	2,171	57%	927	43%	Single Family	4	4	3.5	3.5
72	60	39	2,774	54%	1281	46%	Single Family	4	4	3.5	3.5
73	58	37	2,749	54%	1256	46%	Single Family	4	4	3.5	3.5
74	58	36	2,097	59%	854	41%	Single Family	4	4	3.5	3.5
75	58	39	2,691	55%	1199	45%	Single Family	4	4	3.5	3.5

RUBY ESTATES TENTATIVE MAP

LOT MATRIX

LOT #	LOT DEPTH ¹ (FT)	LOT WIDTH ² (FT)	LOT AREA (FT ²)	LOT COVERAGE %	PRIVATE OPEN SPACE / YARD AREA		TYPE	BLDG SETBACKS (MIN.)			
					(FT ²)	% LOT		FRONT (FT)	REAR (FT)	INT. SIDE (FT)	ST. SIDE (FT)
76	59	29	2,461	47%	1303	53%	Single Family	4	4	3.5	3.5
77	59	39	2,257	66%	764	34%	Single Family	4	4	3.5	3.5
78	59	44	2,808	53%	1316	47%	Single Family	4	4	3.5	3.5
79	58	29	2,384	49%	1226	51%	Single Family	4	4	3.5	3.5
80	58	36	2,088	60%	845	40%	Single Family	4	4	3.5	3.5
81	58	45	2,801	53%	1308	47%	Single Family	4	4	3.5	3.5
82	58	30	2,447	51%	1203	49%	Single Family	4	4	3.5	3.5
83	58	34	1,943	60%	785	40%	Single Family	4	4	3.5	3.5
84	58	46	2,869	52%	1376	48%	Single Family	4	4	3.5	3.5
85	66	31	2,824	44%	1581	56%	Single Family	4	4	3.5	3.5
86	66	34	2,196	53%	1038	47%	Single Family	4	4	3.5	3.5
87	55	24	2,888	40%	1730	60%	Single Family	4	4	3.5	3.5

	Depth	Width	Area
Avg.	60	37	2,391
Min.	55	20	1,943
Max.	67	52	3,073

¹Depth of lot measured along shortest side lot line for irregularly shaped lots.

²Width of lot measured at front yard setback for irregularly shaped lots.

COMMON OPEN SPACE SUMMARY

TYPE	LOT #	AREA (SF)
PRIVATE PARK	A	4,775
SUB-TOTAL:		4,775
% OF SITE:		2%
PRIVATE PASEOS / WALKWAYS	B	675
	D	584
	E	964
	F	964
	G	964
	H	913
	I	1,350
	J	1,515
	K	1,555
	L	553
	M	1,019
	N	1,016
	O	980
SUB-TOTAL:		13,050
% OF SITE:		4%
TOTAL COMMON OPEN SPACE:		17,825
% OF SITE:		6%

ROAD & ALLEYS SUMMARY

TYPE	LOT #	AREA (SF)
PRIVATE ROAD / ALLEYS	C	80,296
TOTAL ROAD & ALLEYS:		80,296
% OF SITE:		26%



Front Elevation 1A -
Farmhouse

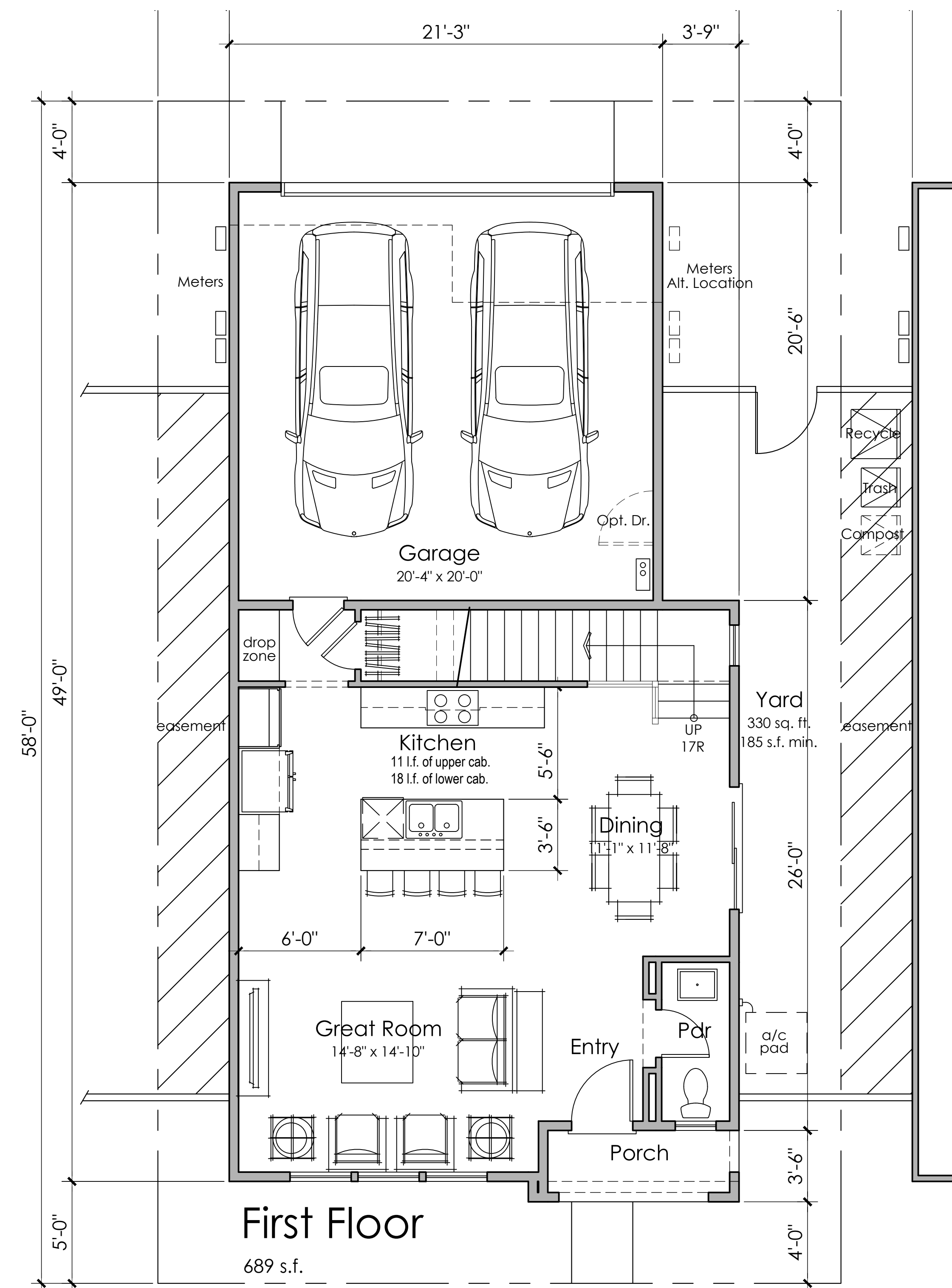
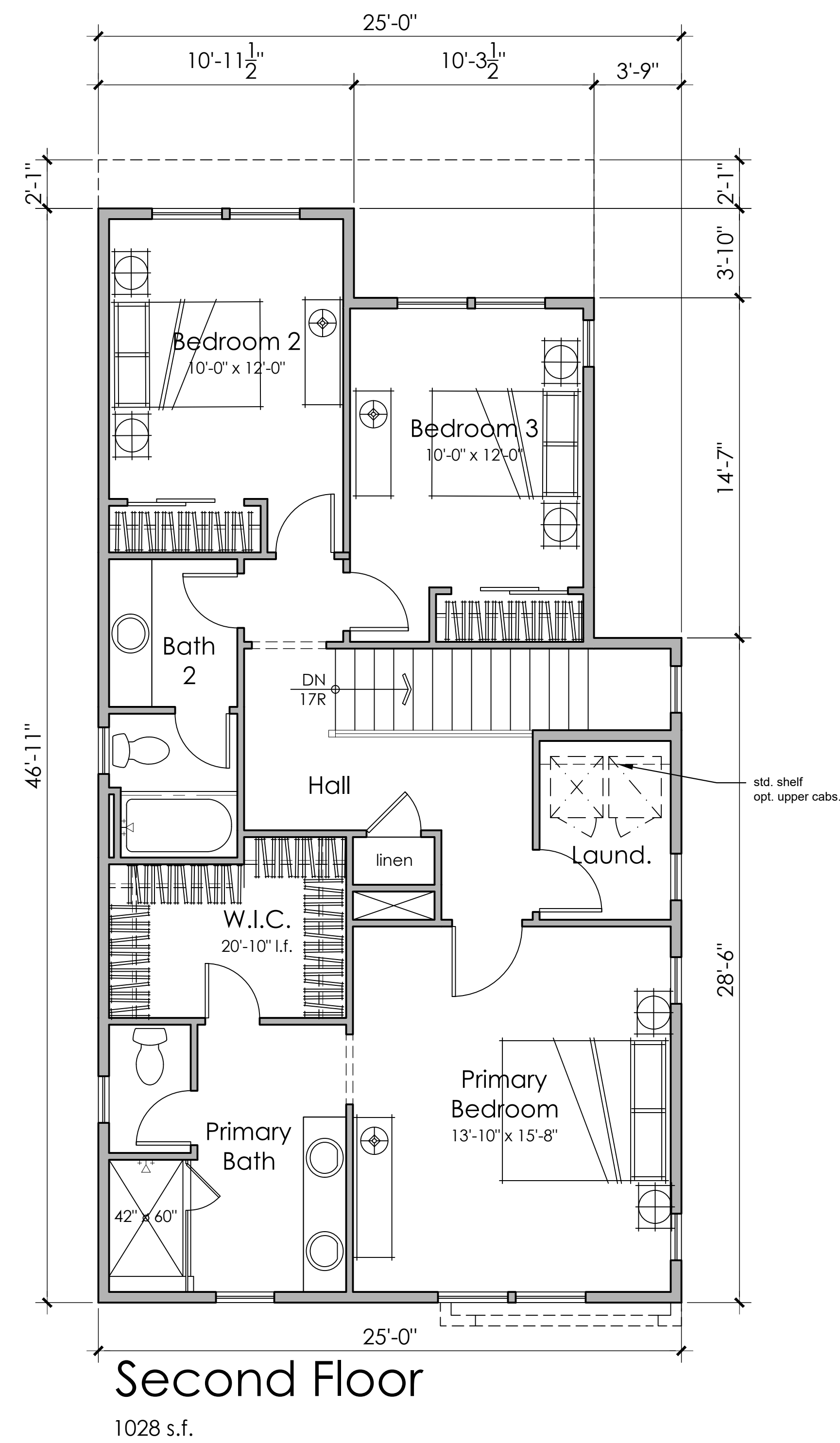
Scheme 1

Front Elevation 1B -
Craftsman

Scheme 4

Front Elevation 1C -
Spanish

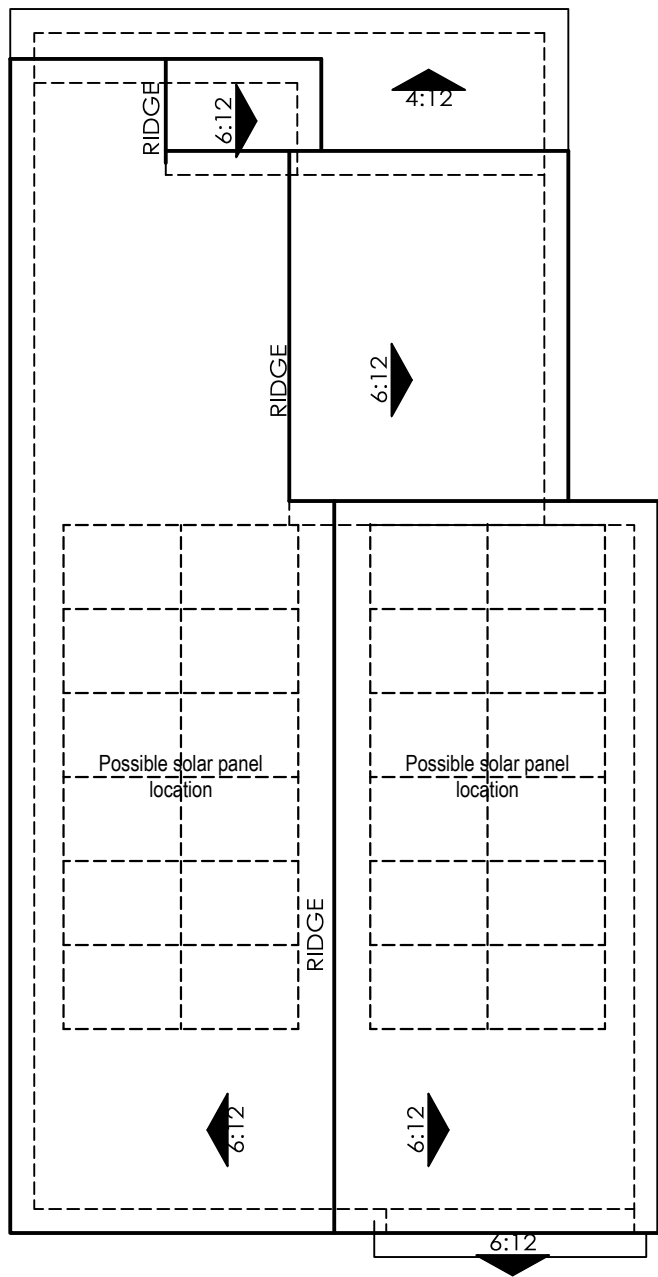
Scheme 7



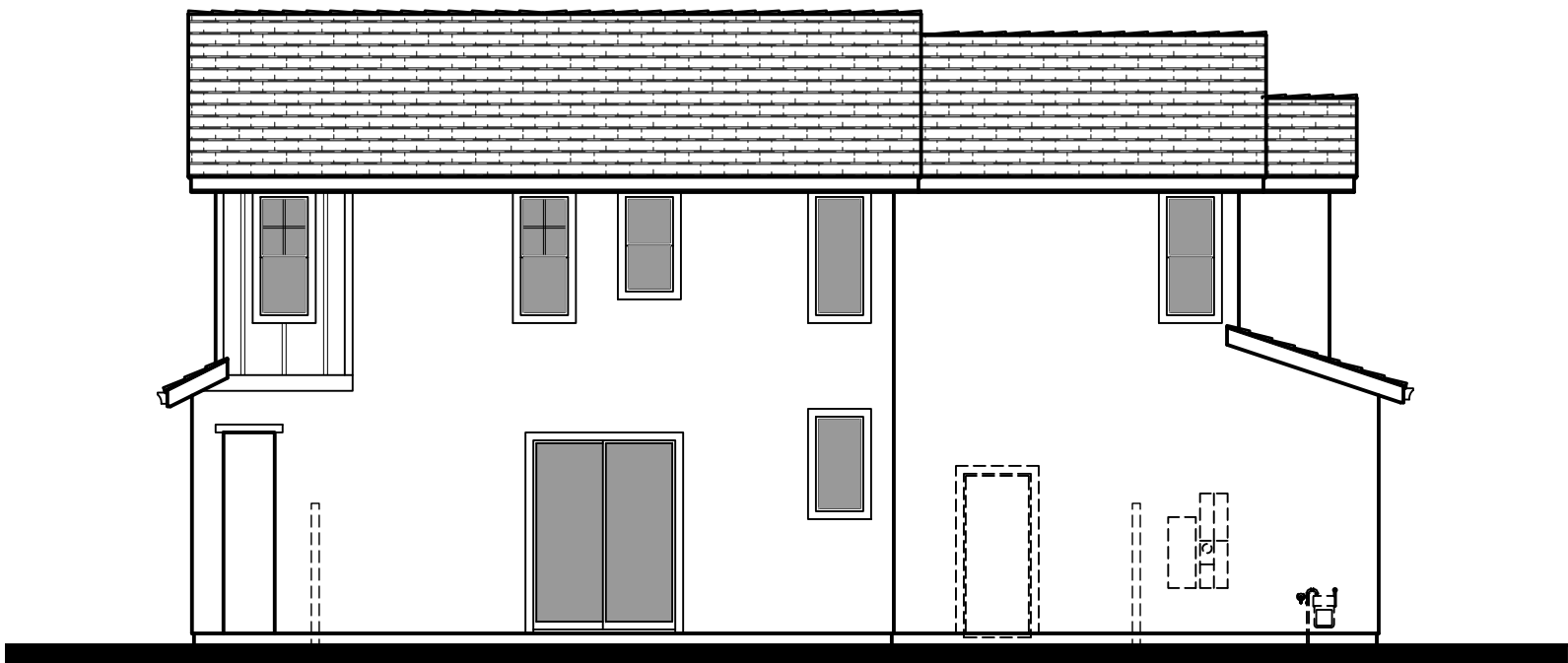
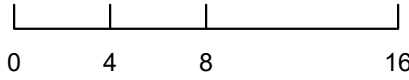
- 1A - Material Legend:
- Flat Concrete Tile Roofing
 - Stucco Finish
 - Cementitious Board and Batt Siding
 - Decorative Gable End Detail
 - Enhanced Head and Sill Trim



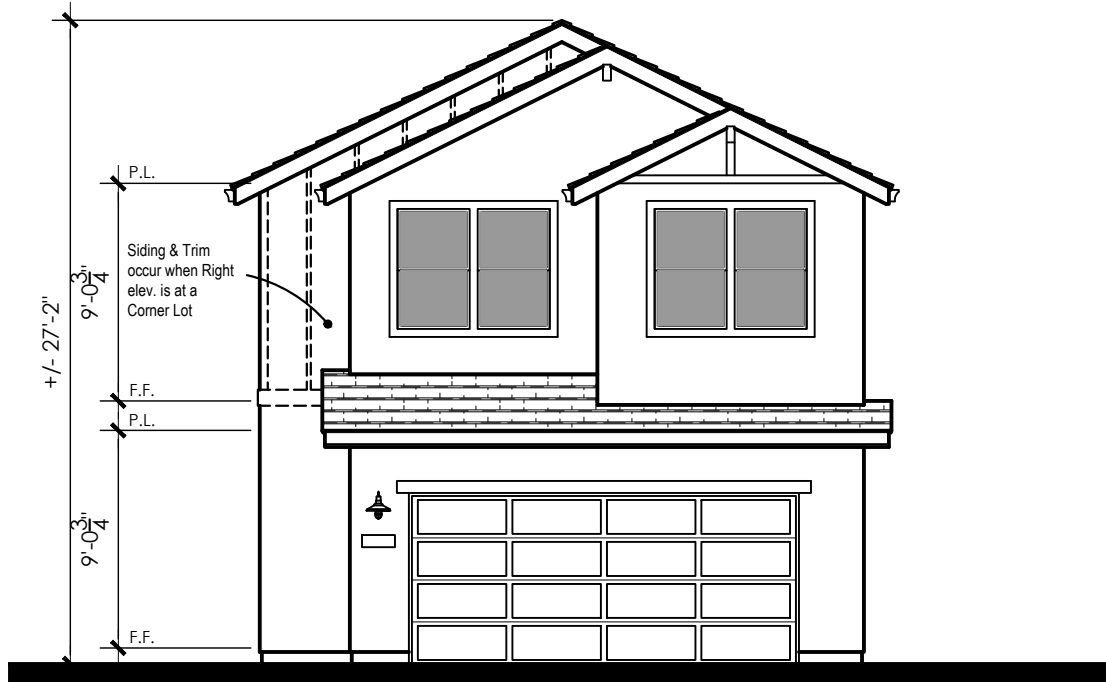
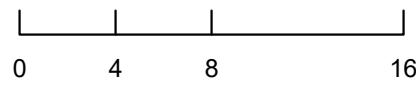
Front Elevation 1A -
Farmhouse



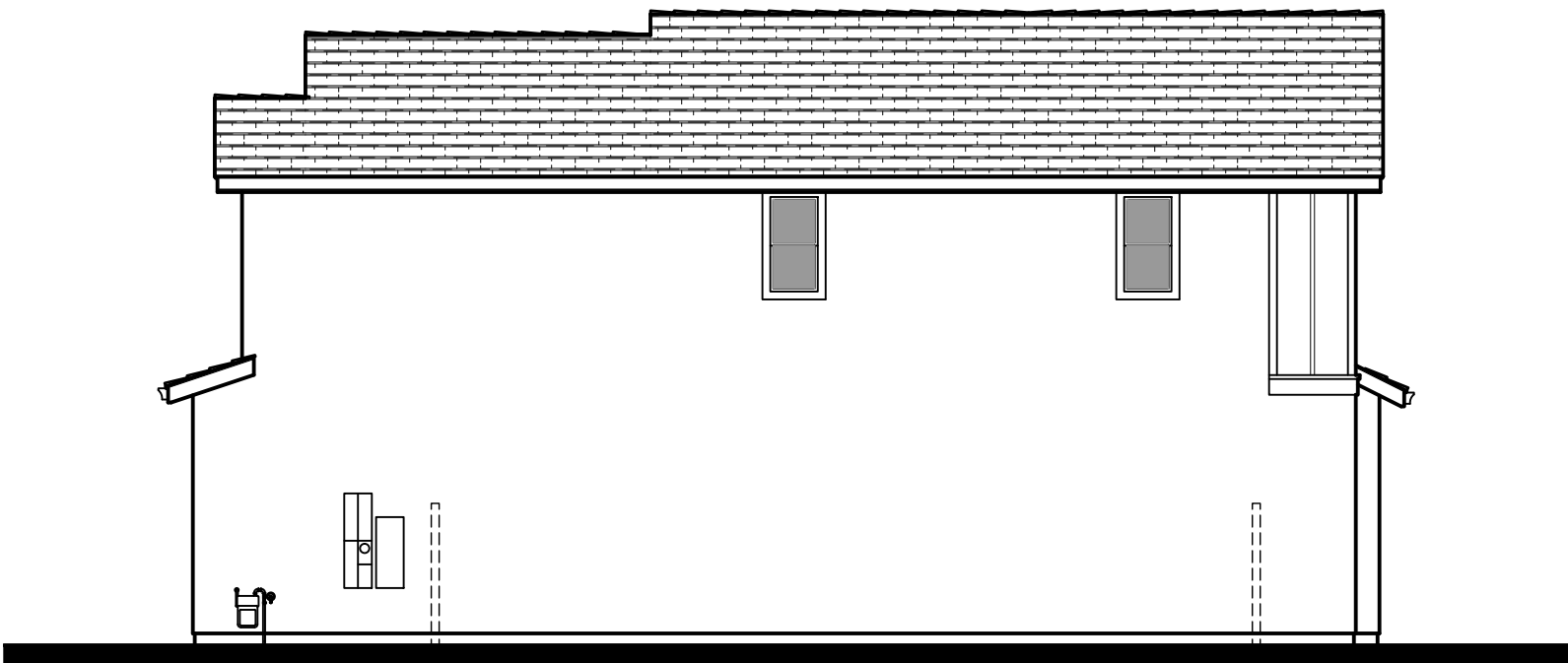
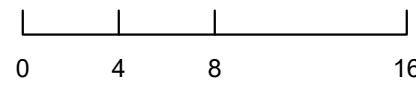
ROOF PLAN 1
OVERHANG : 12"
RAKE : 12"
ROOF PITCH : 6:12 U.N.O



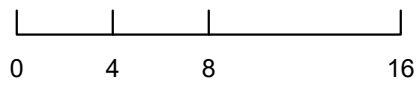
Right Elevation



Rear Elevation



Left Elevation

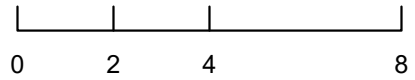


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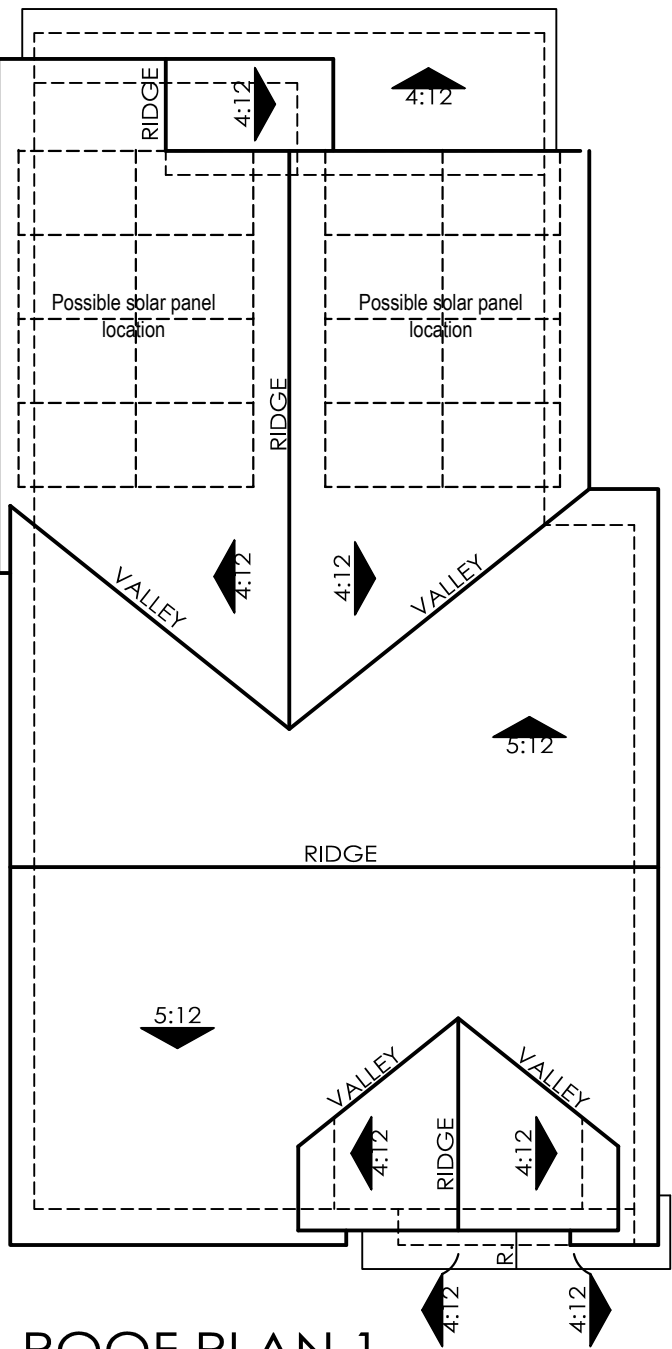
PLAN 1A - EXTERIOR ELEVATIONS

A1.2

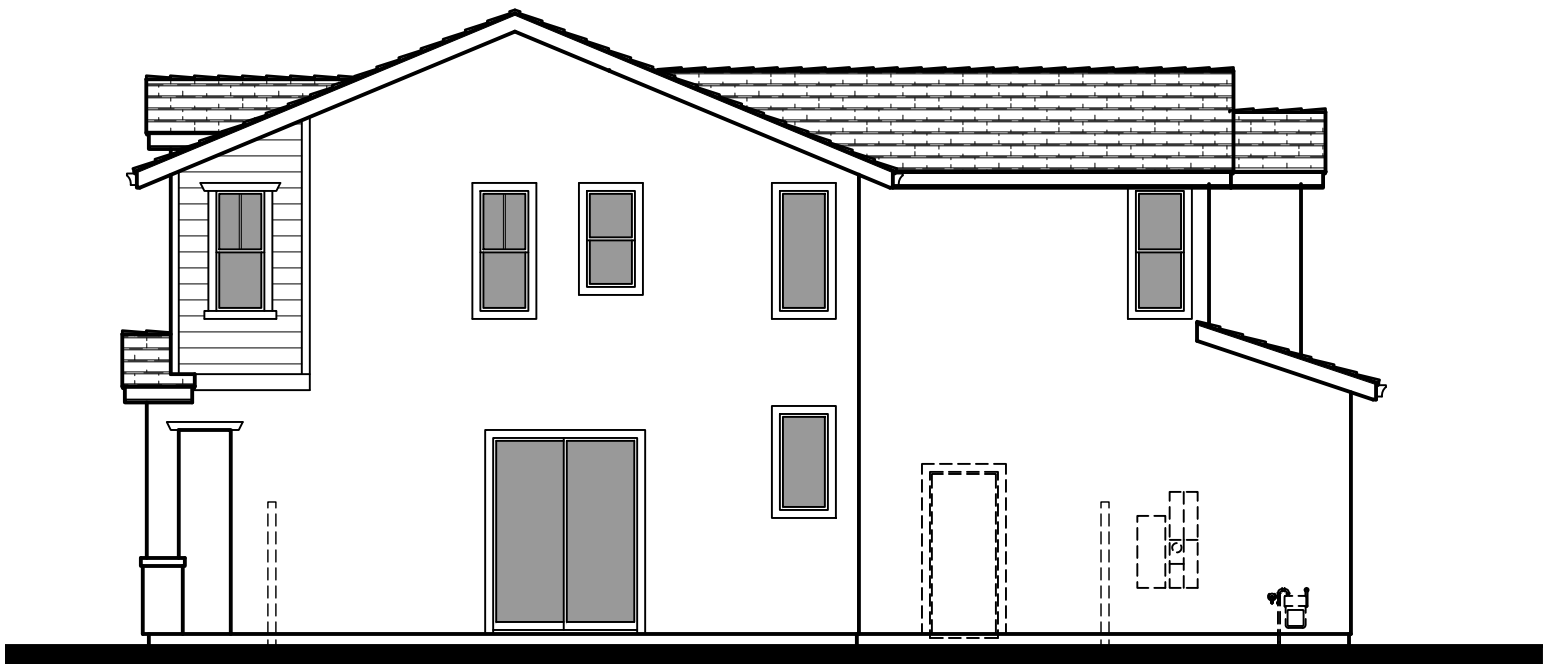
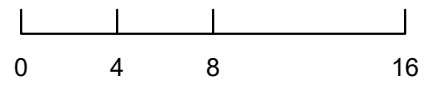
1B - Material Legend:
Flat Concrete Tile Roofing
Stucco Finish
Cementitious Lap Siding
Decorative Gable End Detail
Enhanced Head and Sill Trim



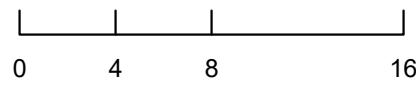
Front Elevation 1B -
Craftsman



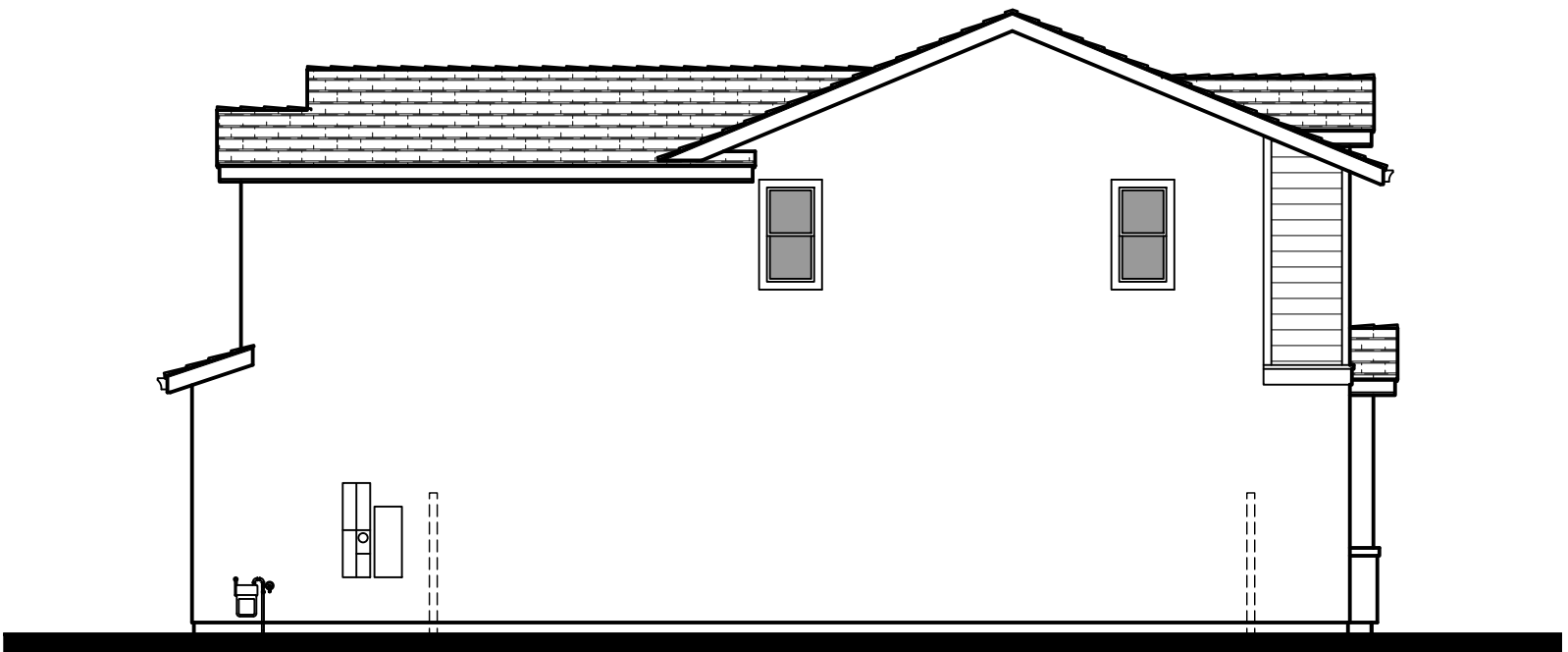
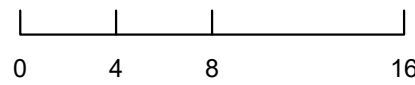
ROOF PLAN 1
OVERHANG : 18"
RAKE : 12°
ROOF PITCH : 5:12 U.N.O



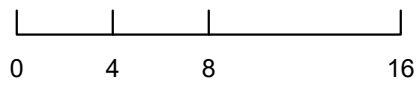
Right Elevation



Rear Elevation



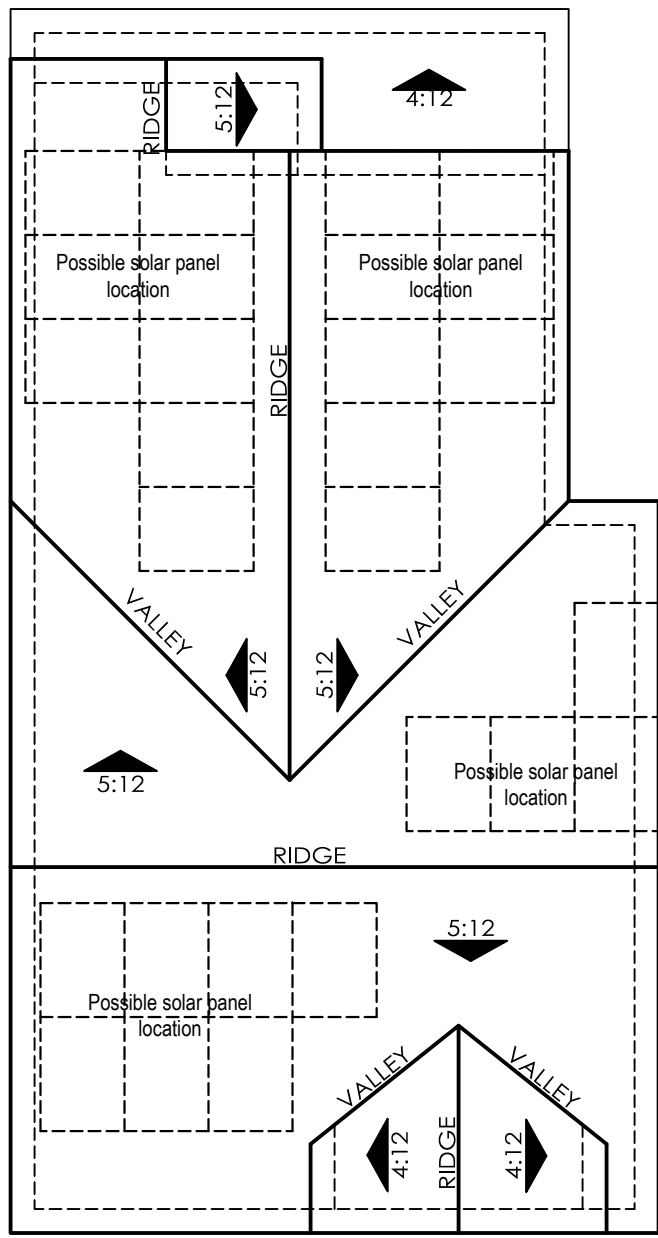
Left Elevation



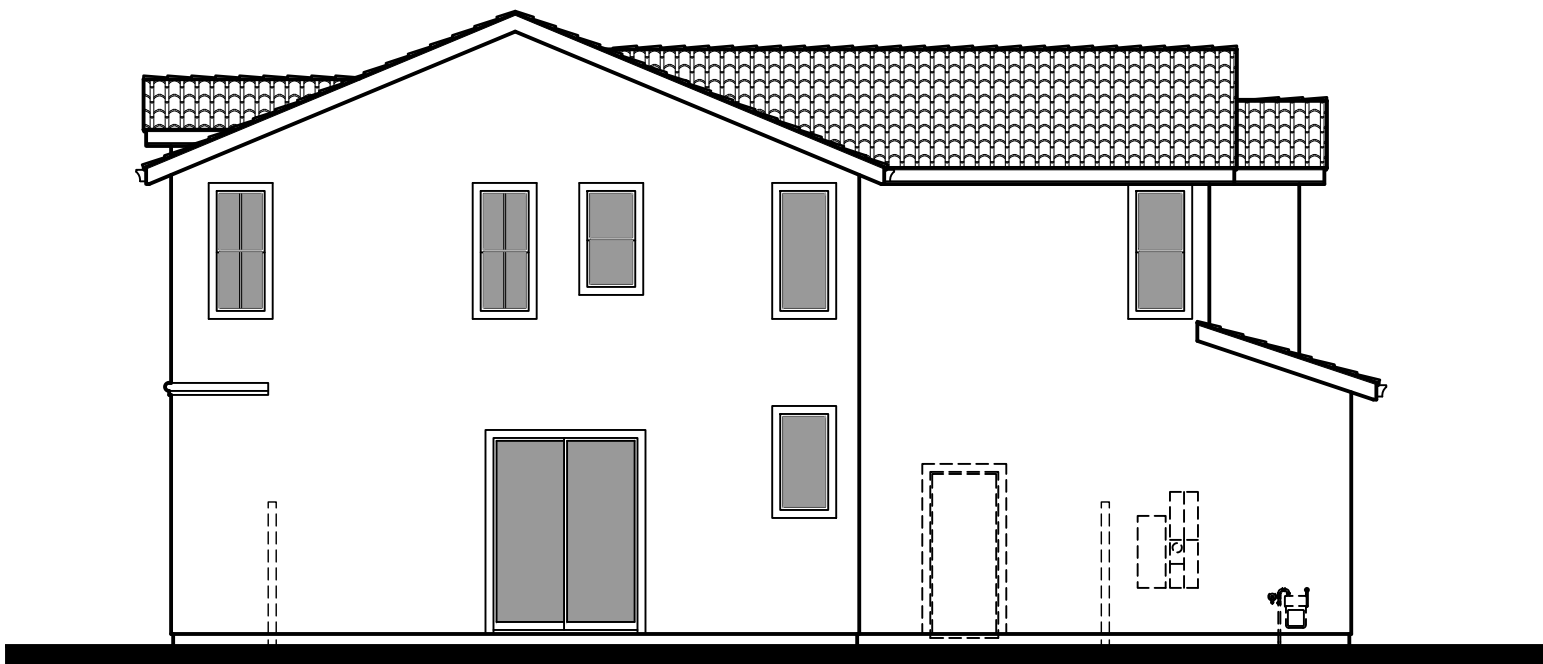
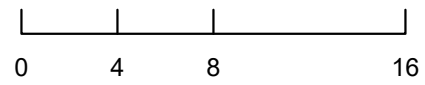
- 1C - Material Legend:
- Low Profile 'S' Tile Roofing
 - Stucco Finish
 - Decorative Shutters
 - Decorative Gable End Detail
 - Enhanced Head and Sill Trim



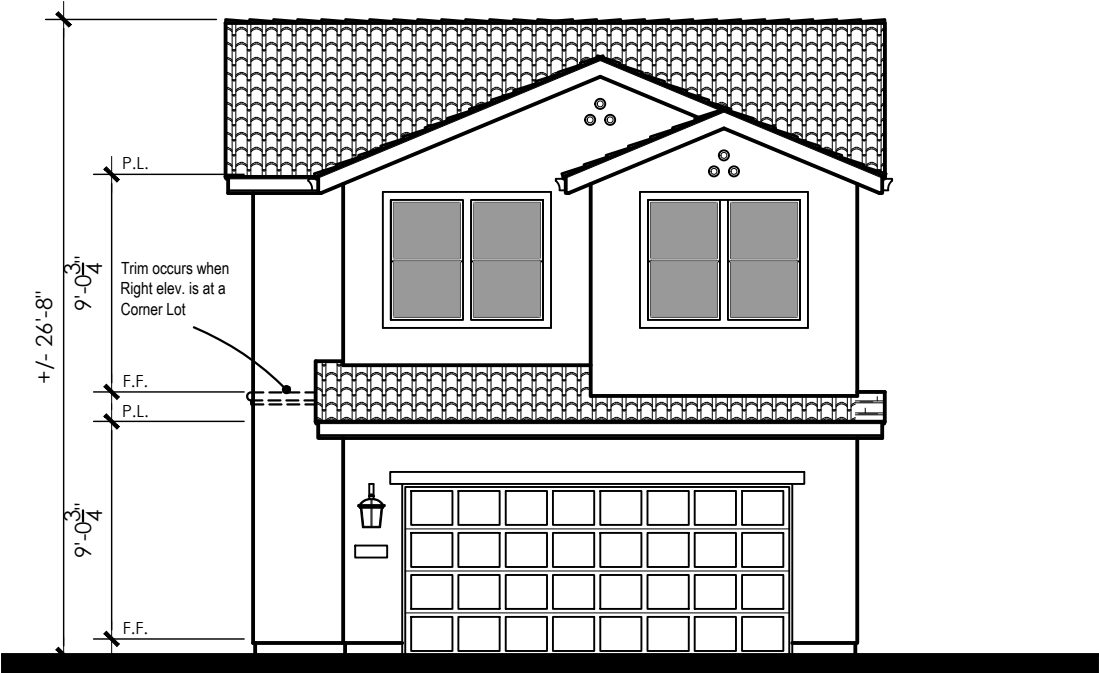
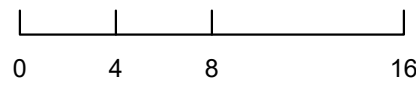
Front Elevation 1C -
Spanish



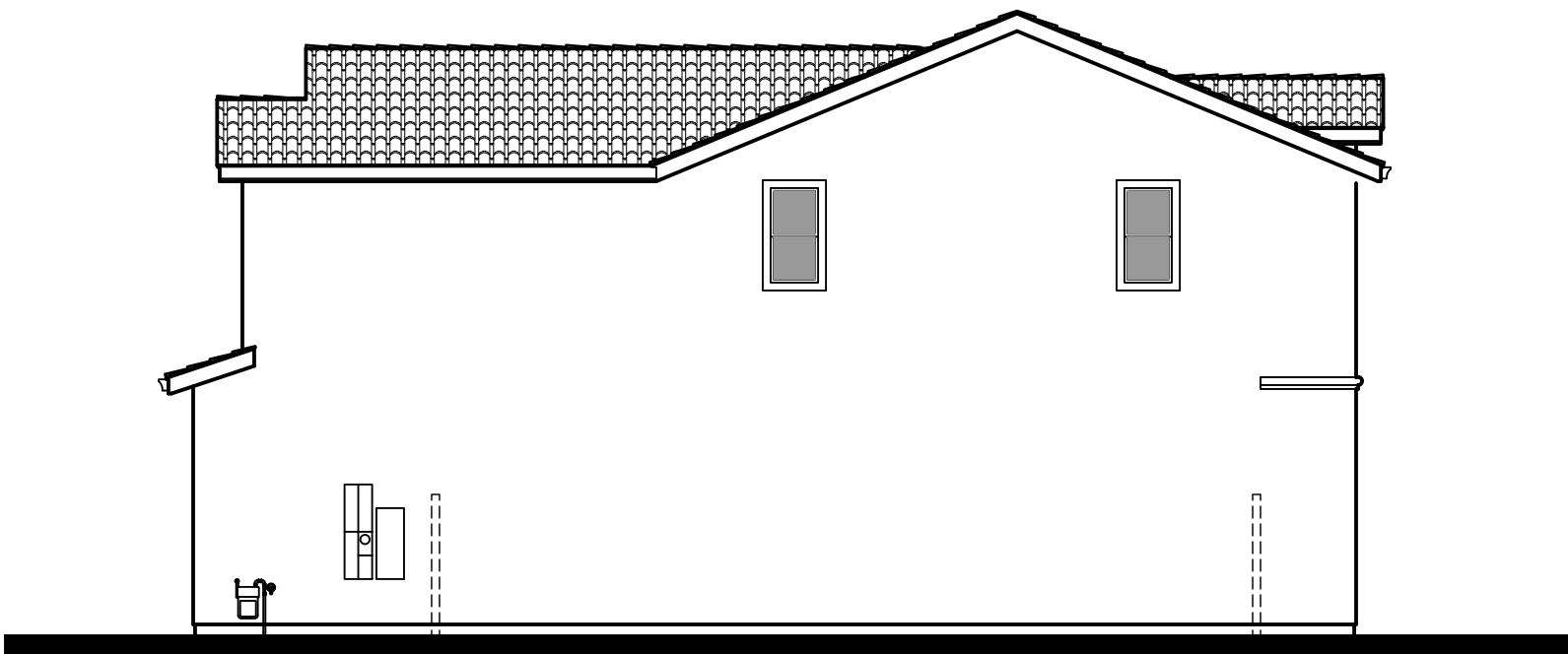
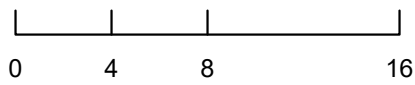
ROOF PLAN 1
OVERHANG : 12"
RAKE : 12"
ROOF PITCH : 5:12 U.N.O



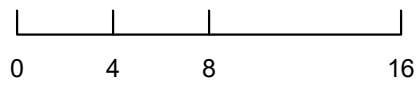
Right Elevation

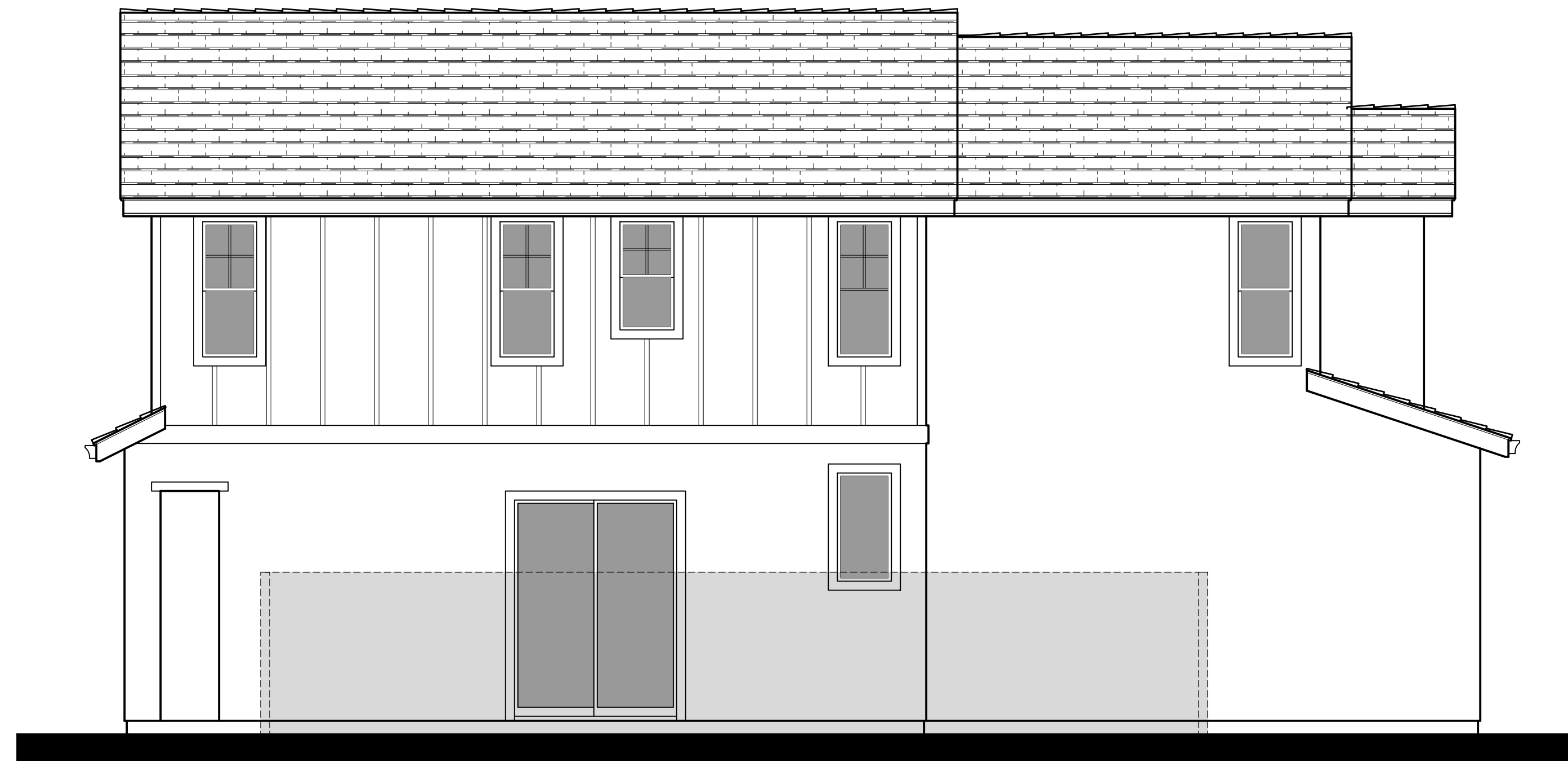


Rear Elevation

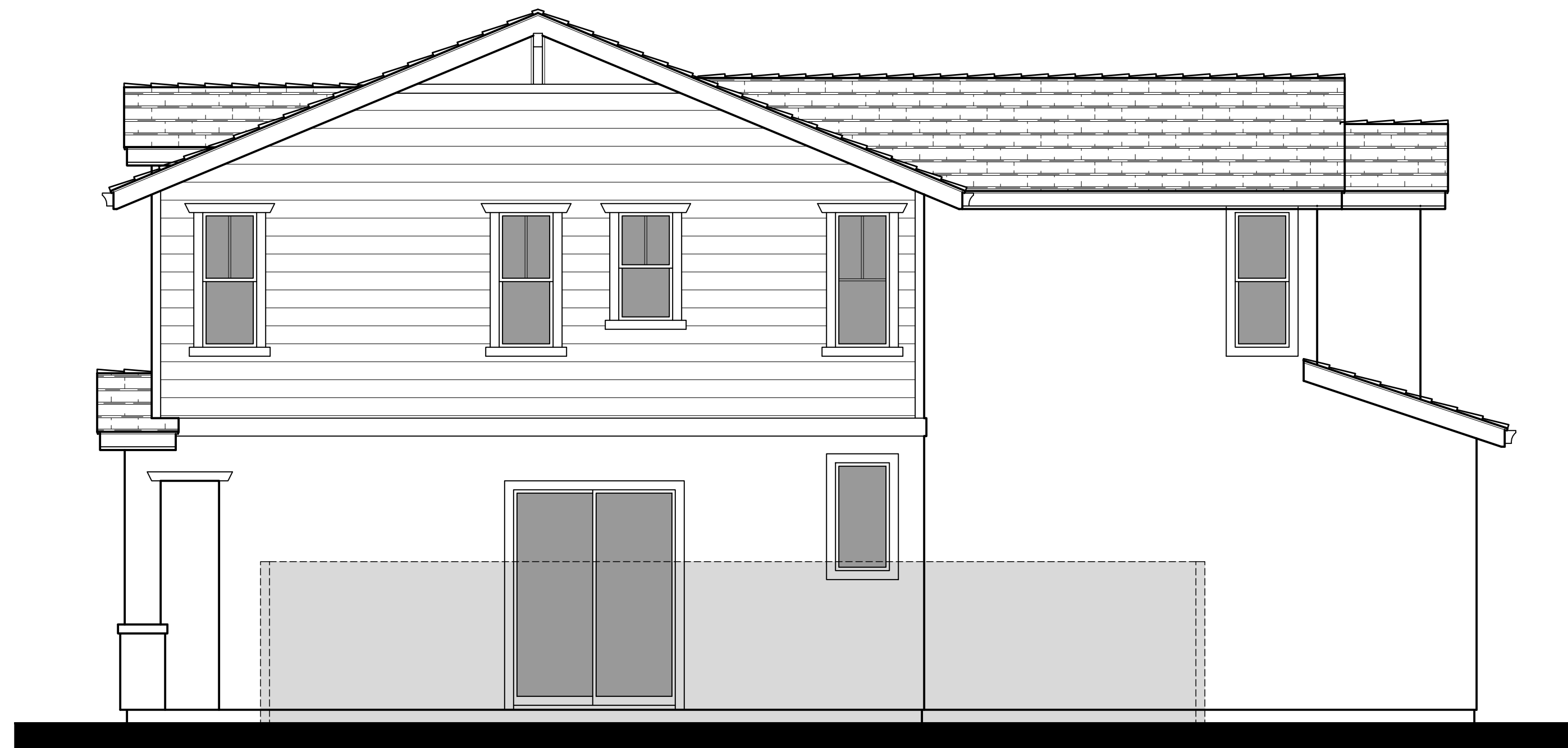


Left Elevation

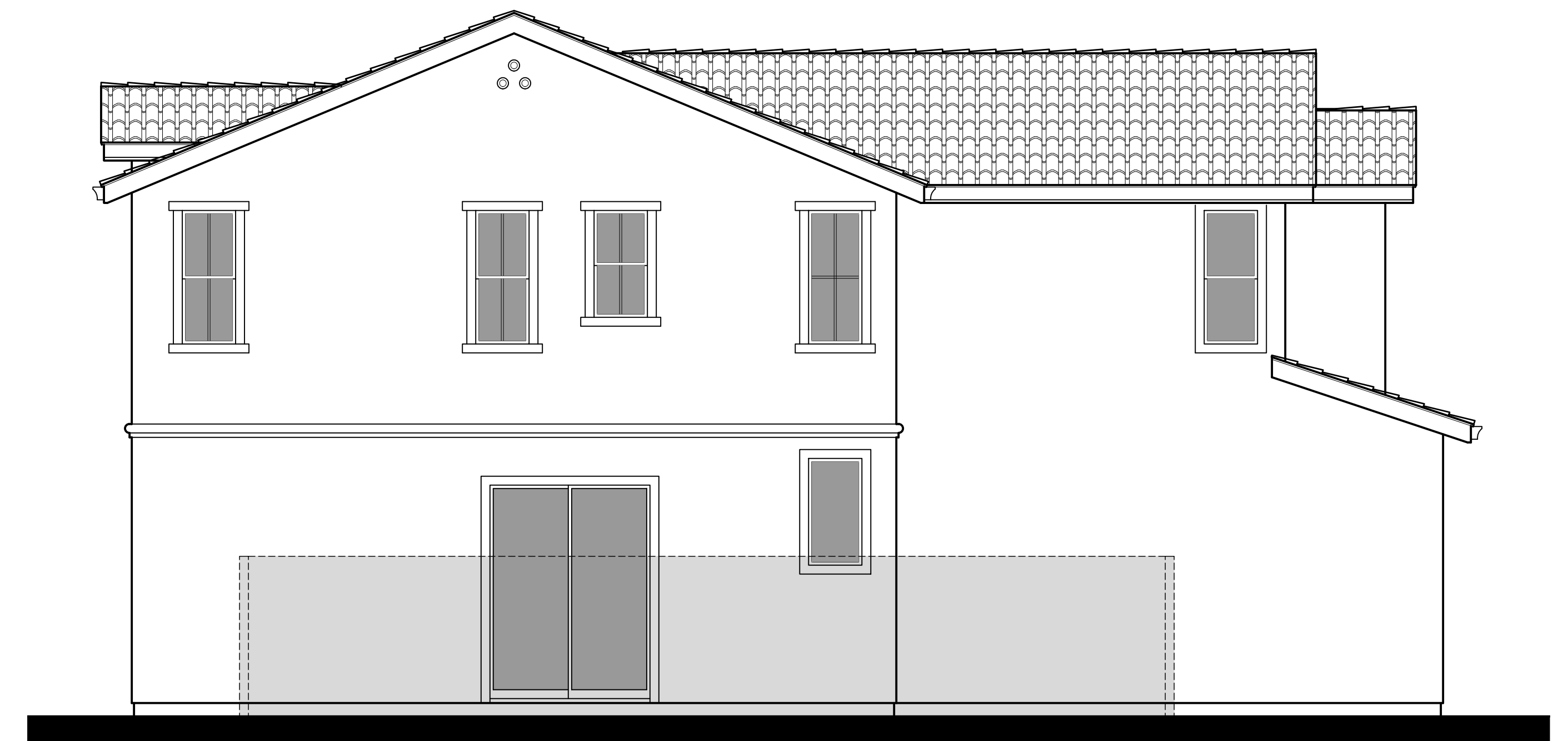




1A - Right Elevation at Corner Lots



1B - Right Elevation at Corner Lots

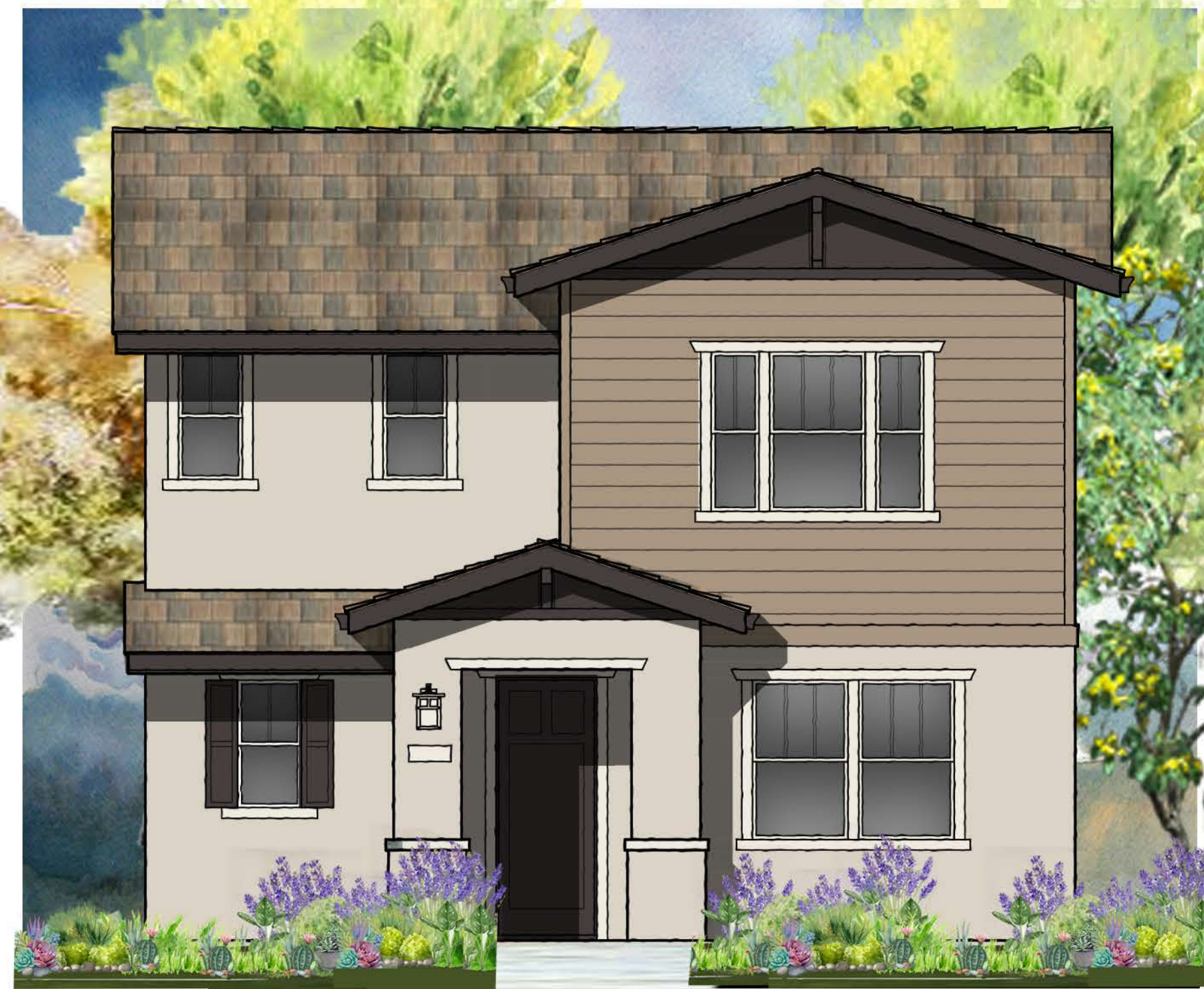


1C - Right Elevation at Corner Lots



Front Elevation 2A -
Farmhouse

Scheme 2



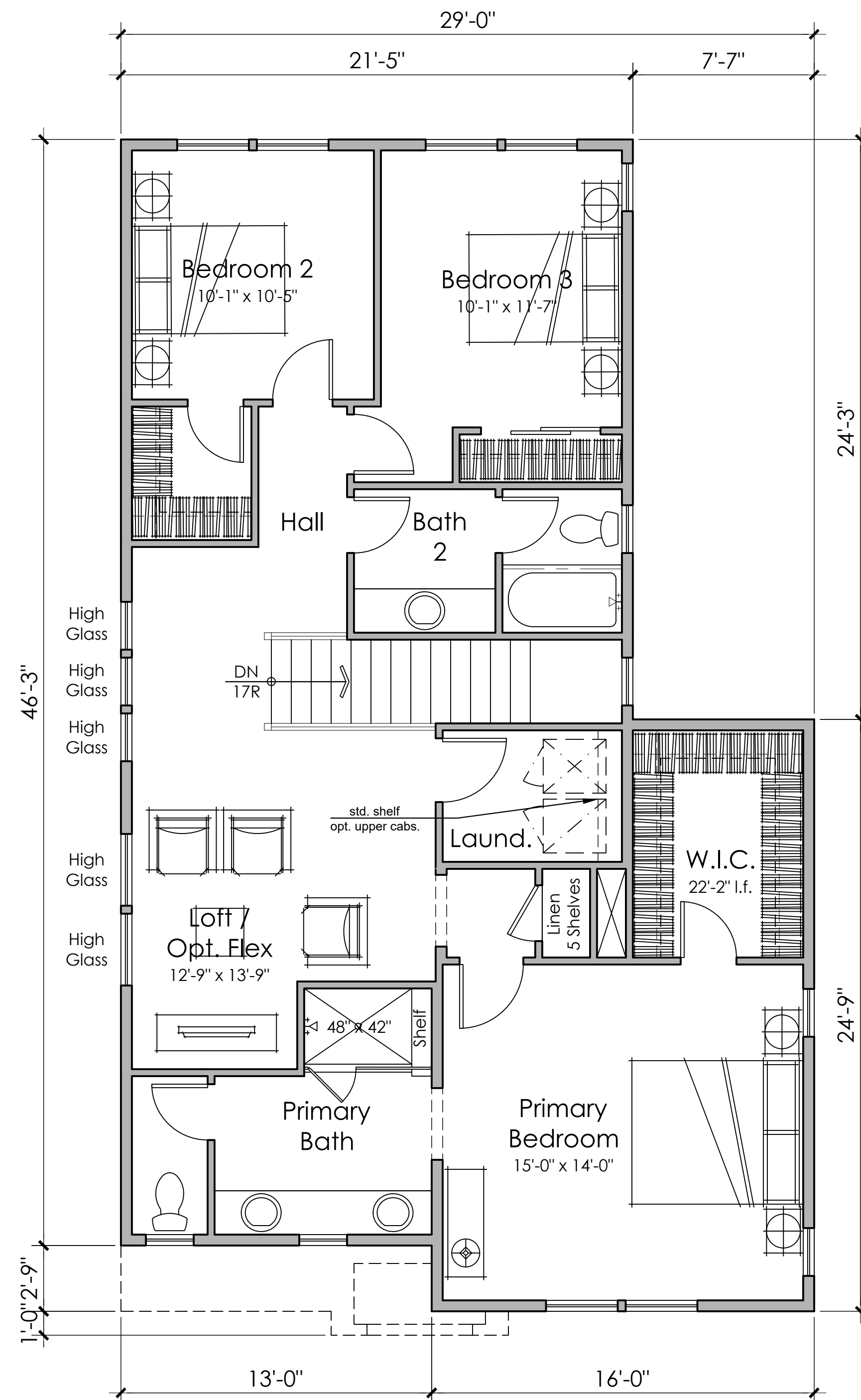
Front Elevation 2B -
Craftsman

Scheme 5

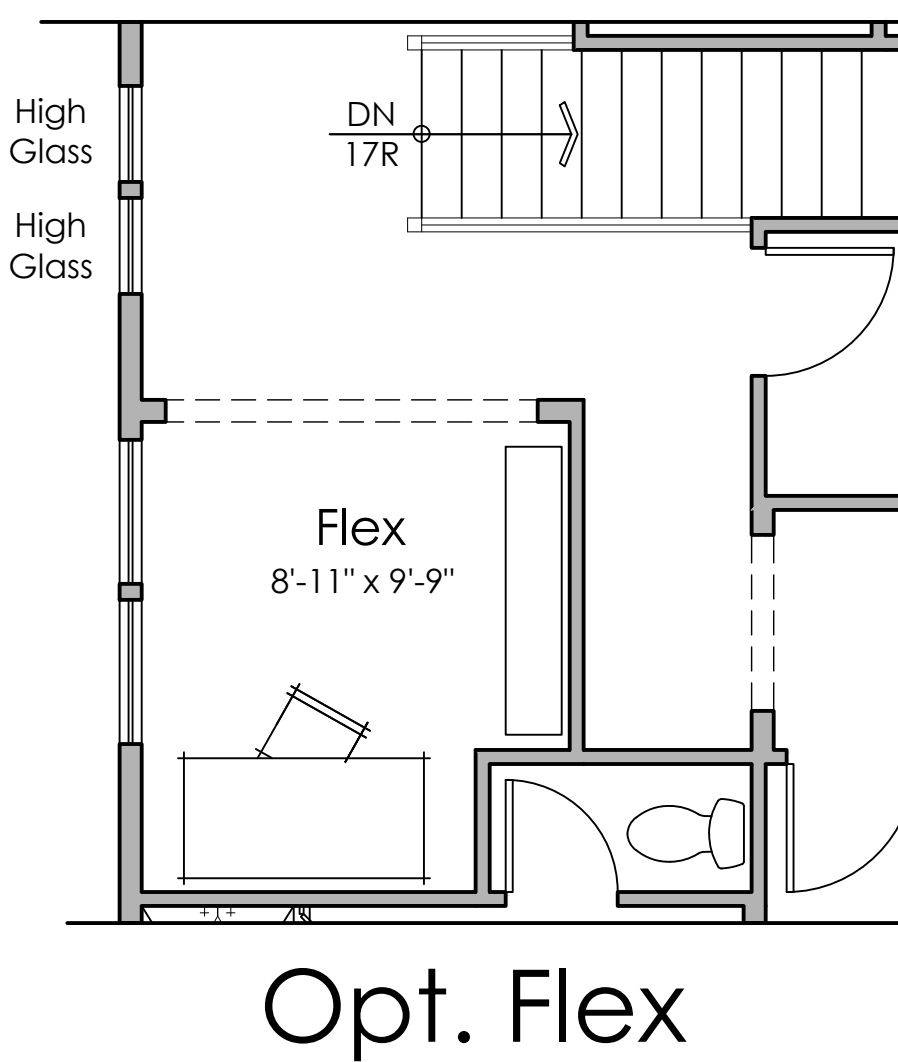


Front Elevation 2C -
Spanish

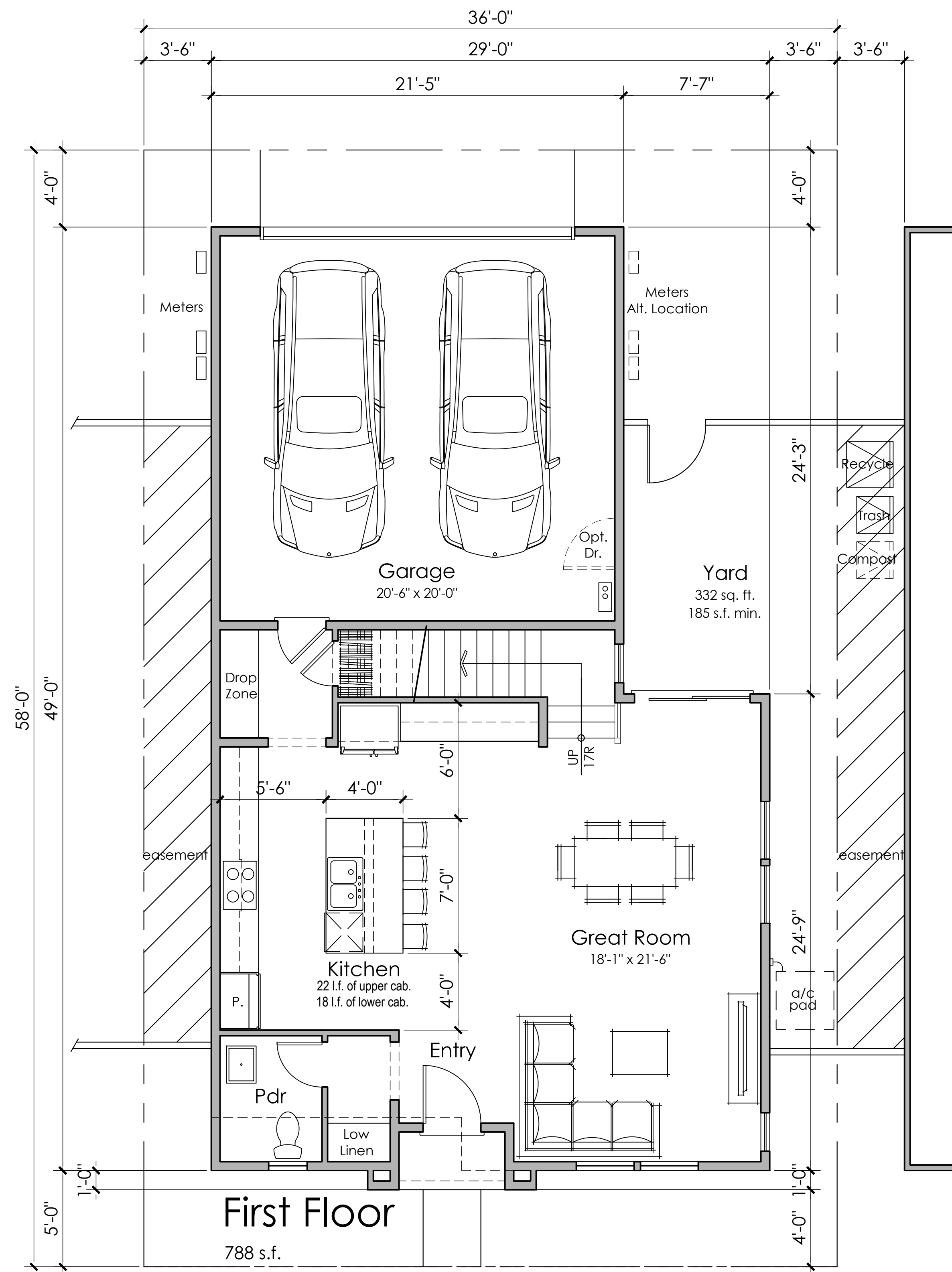
Scheme 8



Second Floor
1166 s.f.



Opt. Flex

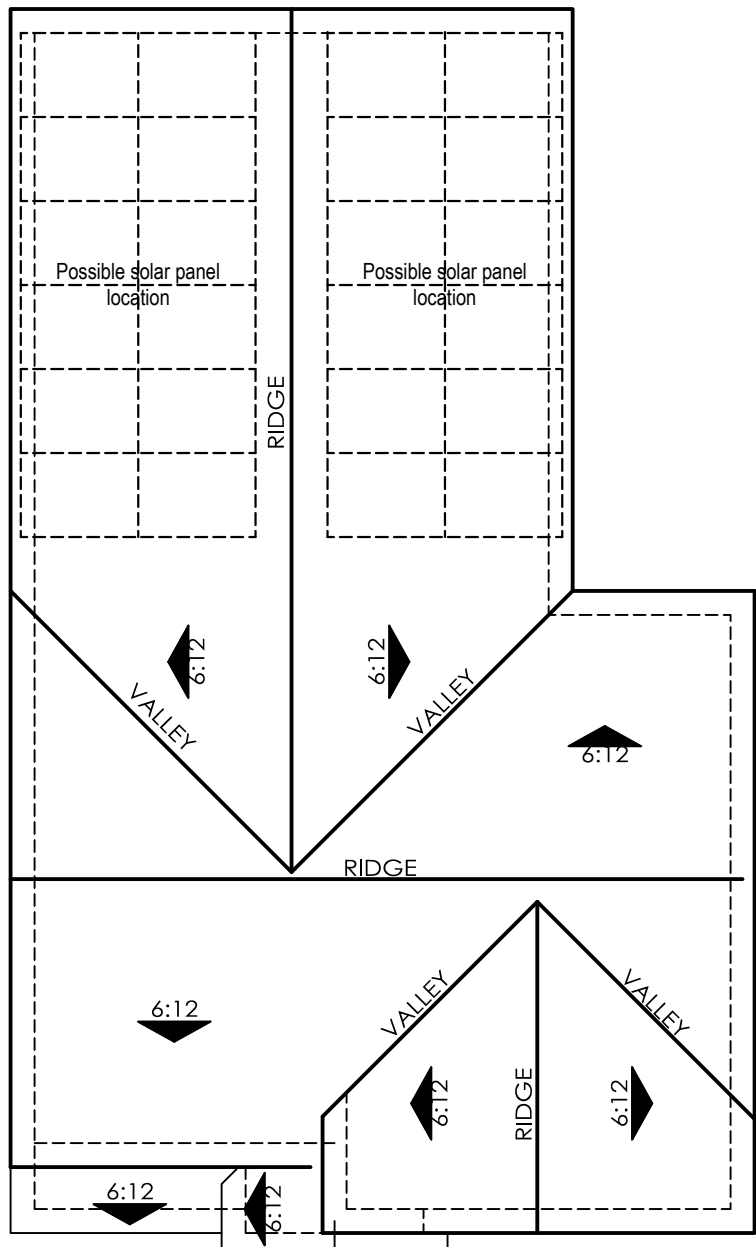


First Floor
788 s.f.

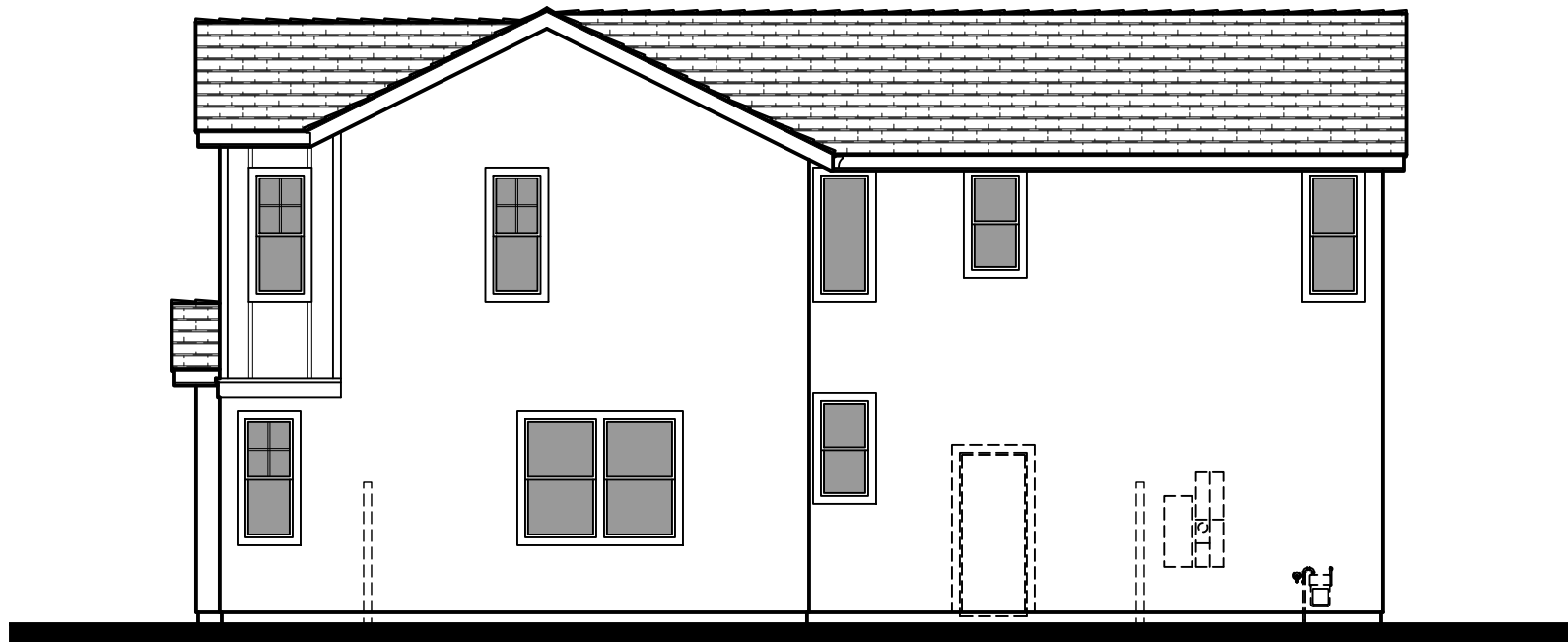
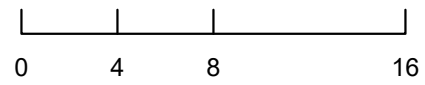
- 2A - Material Legend:
- Flat Concrete Tile Roofing
 - Stucco Finish
 - Decorative Shutters
 - Cementitious Board & Batt Siding
 - Decorative Gable End Detail
 - Enhanced Head and Sill Trim



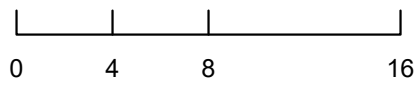
Front Elevation 2A -
Farmhouse



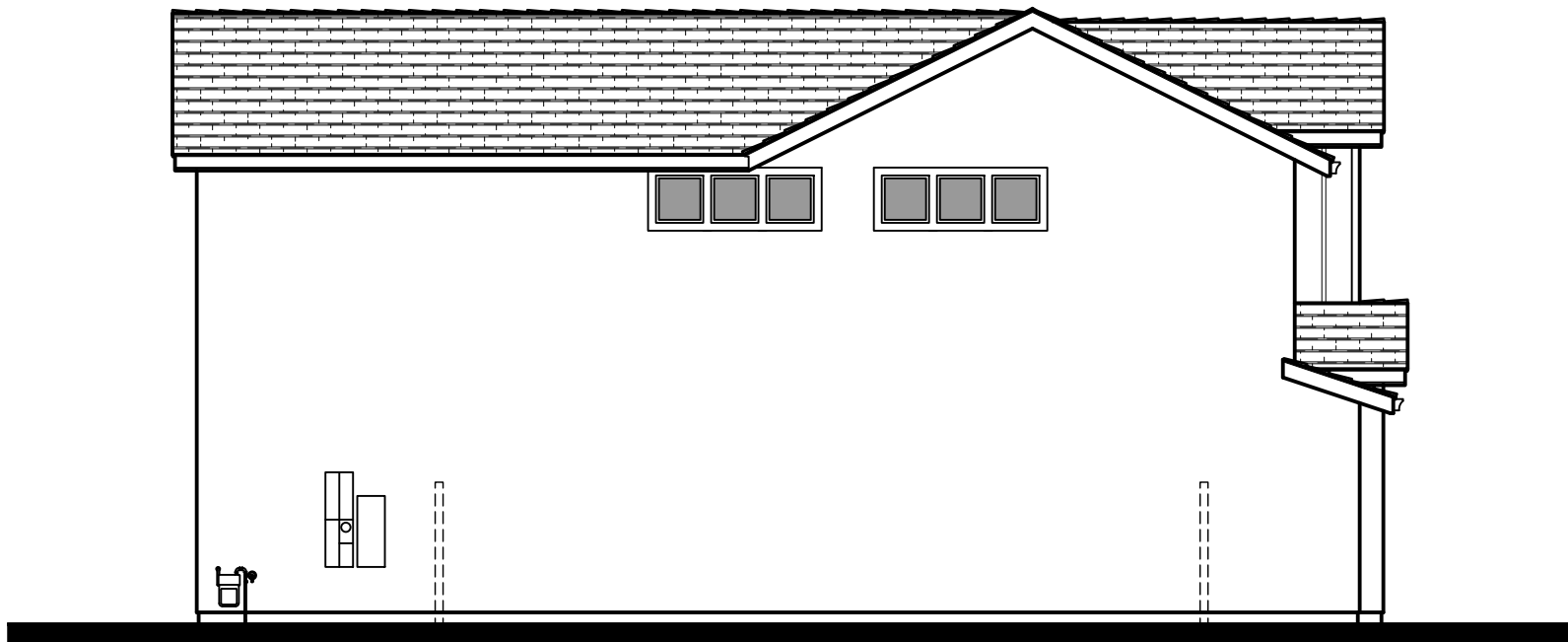
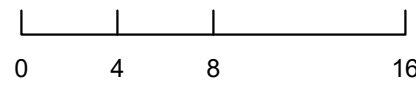
ROOF PLAN 2
OVERHANG : 12"
RAKE : 6"
ROOF PITCH : 6:12 U.N.O



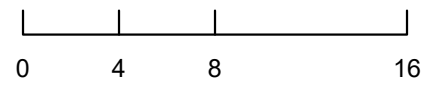
Right Elevation



Rear Elevation



Left Elevation

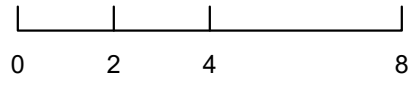


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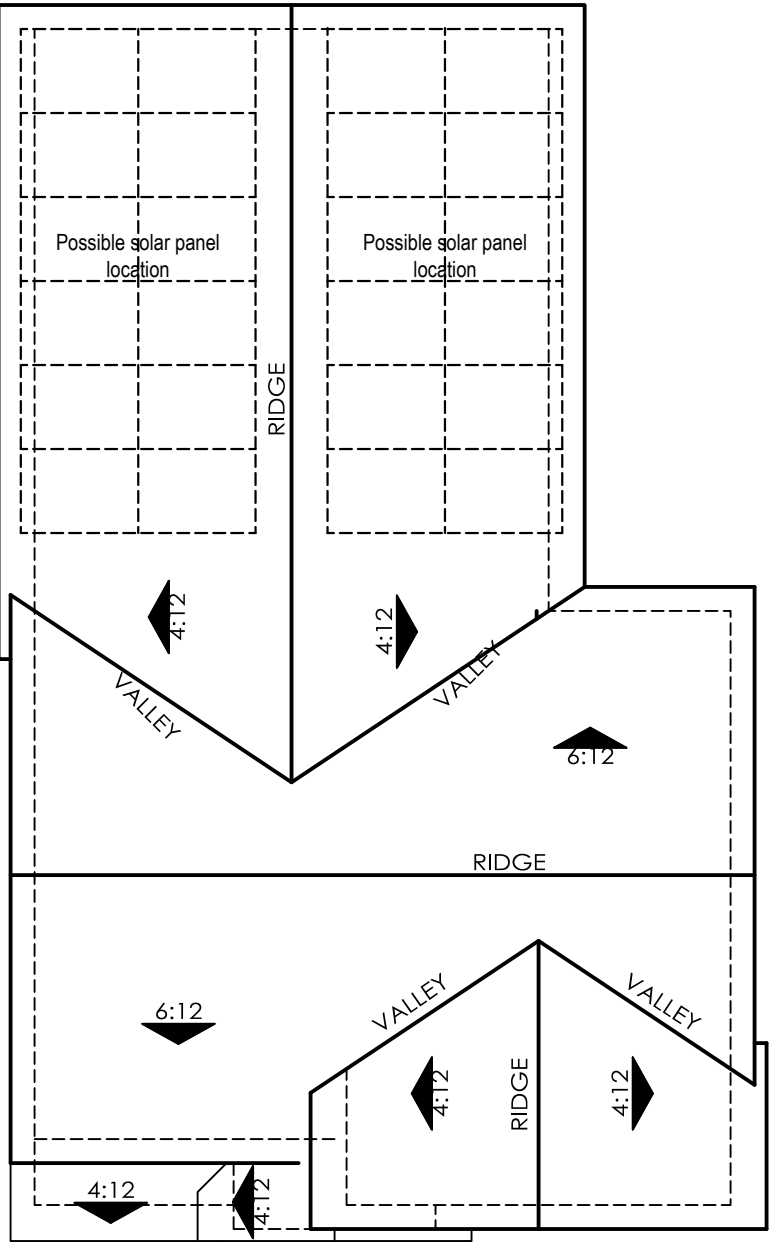
PLAN 2A - EXTERIOR ELEVATIONS

A2.2

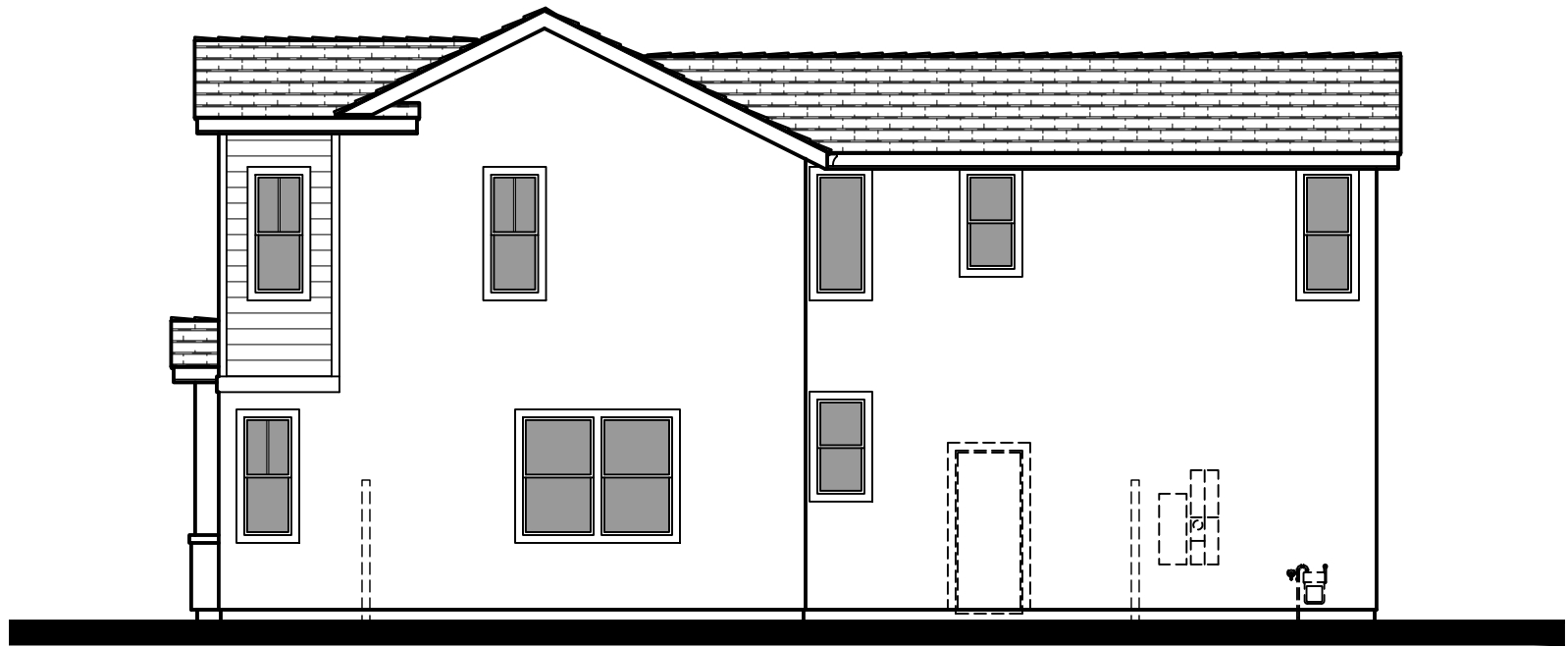
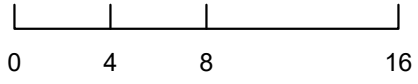
2B - Material Legend:
Flat Concrete Tile Roofing
Stucco Finish
Decorative Shutters
Cementitious Lap Siding
Decorative Gable End Detail
Enhanced Head and Sill Trim



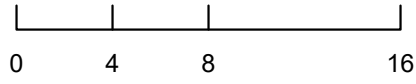
Front Elevation 2B -
Craftsman



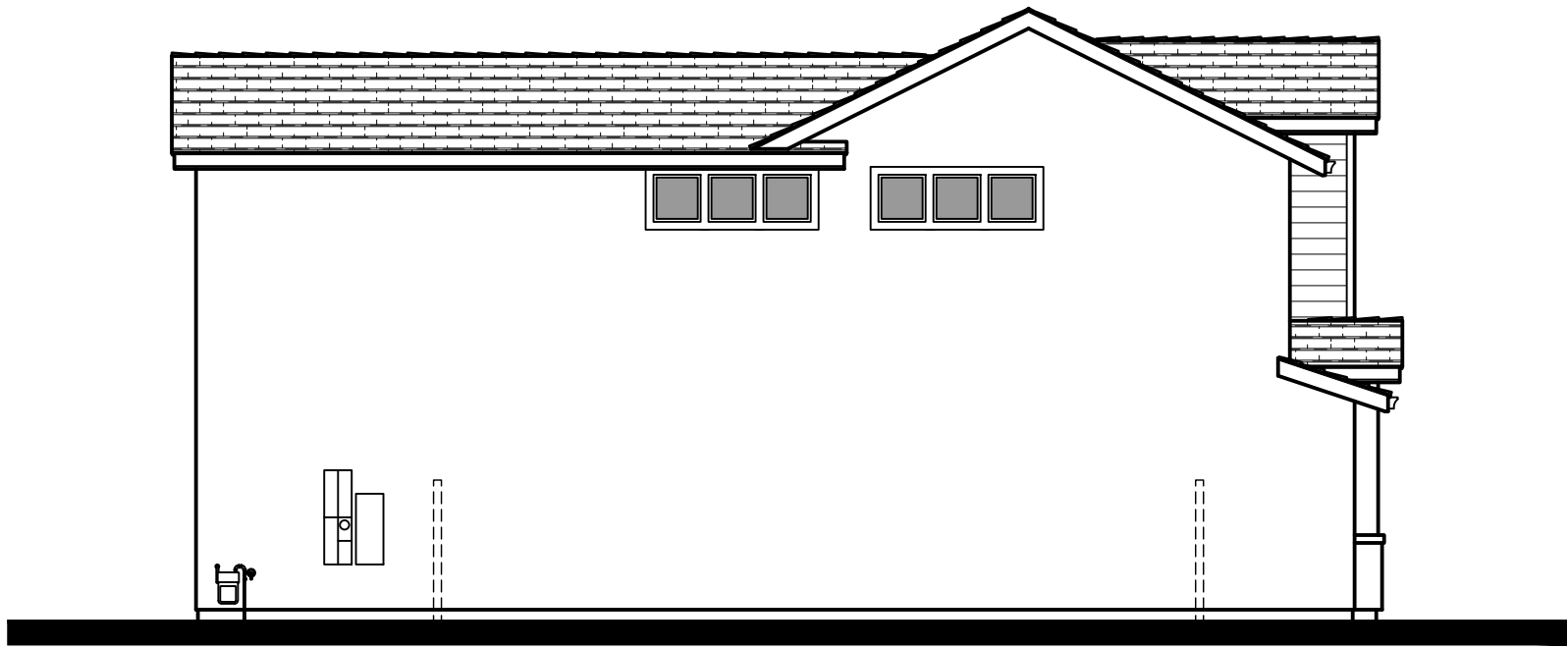
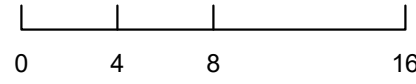
ROOF PLAN 2
OVERHANG : 18"
RAKE : 12"
ROOF PITCH : 4:12 U.N.O



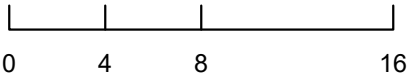
Right Elevation



Rear Elevation



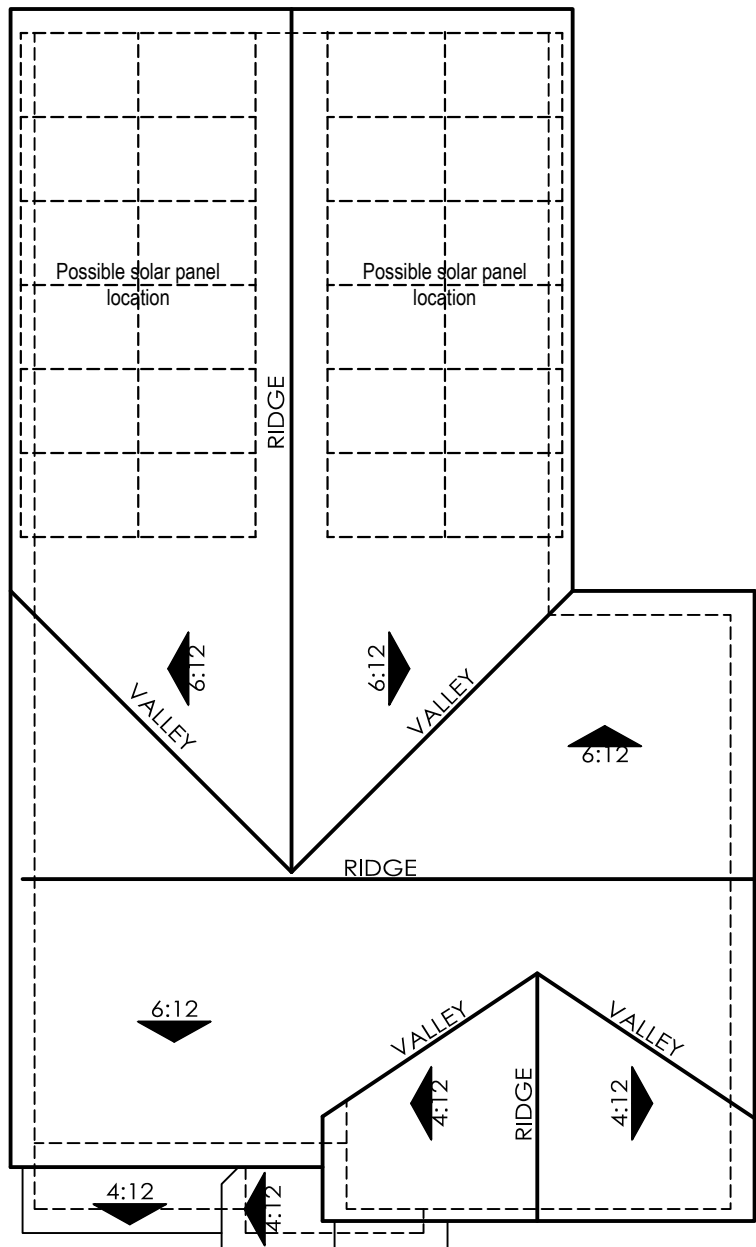
Left Elevation



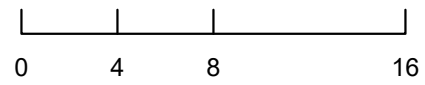
2C - Material Legend:
Low Profile 'S' Tile Roofing
Stucco Finish
Decorative Shutters
Decorative Gable End Detail
Enhanced Head and Sill Trim



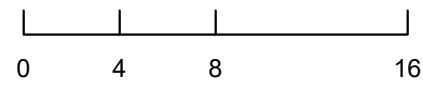
Front Elevation 2C -
Spanish



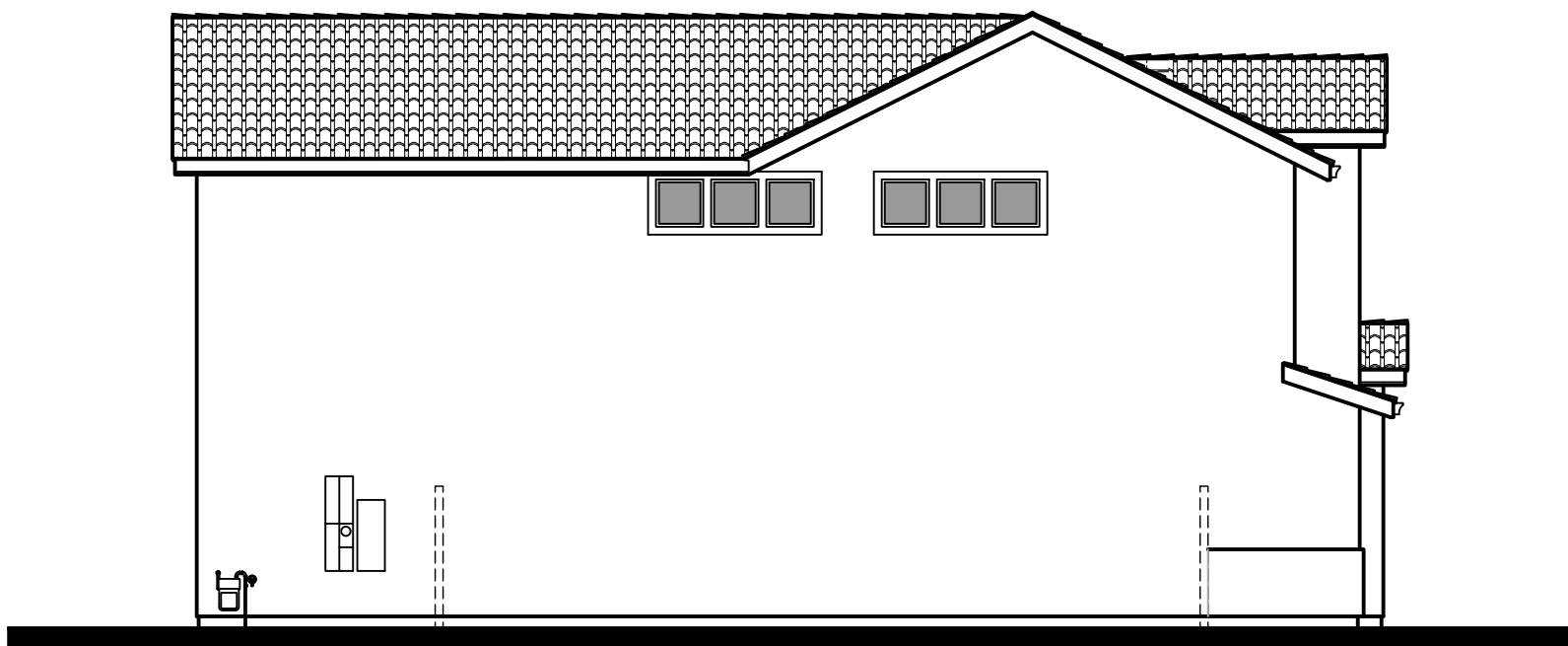
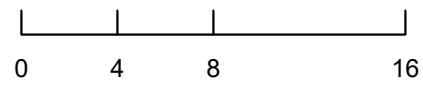
ROOF PLAN 2
OVERHANG : 12"
RAKE : 12"
ROOF PITCH : 6:12 U.N.O



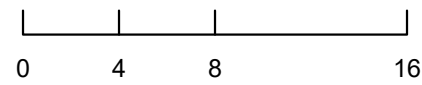
Right Elevation



Rear Elevation



Left Elevation

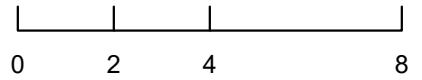


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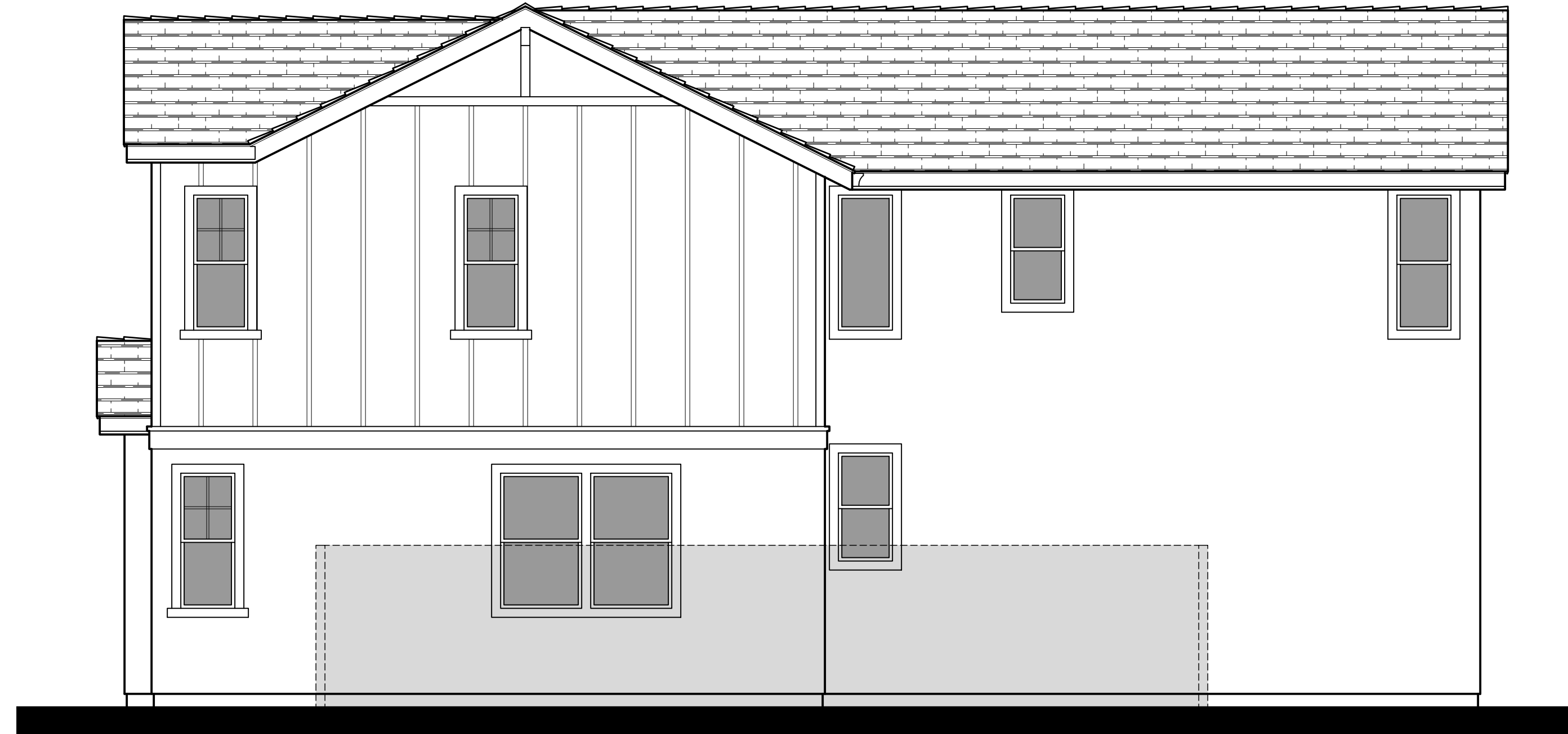
RUBY ESTATES
WOODLAND, CA # 2021-1319

SCHEMATIC DESIGN
MARCH 10, 2022

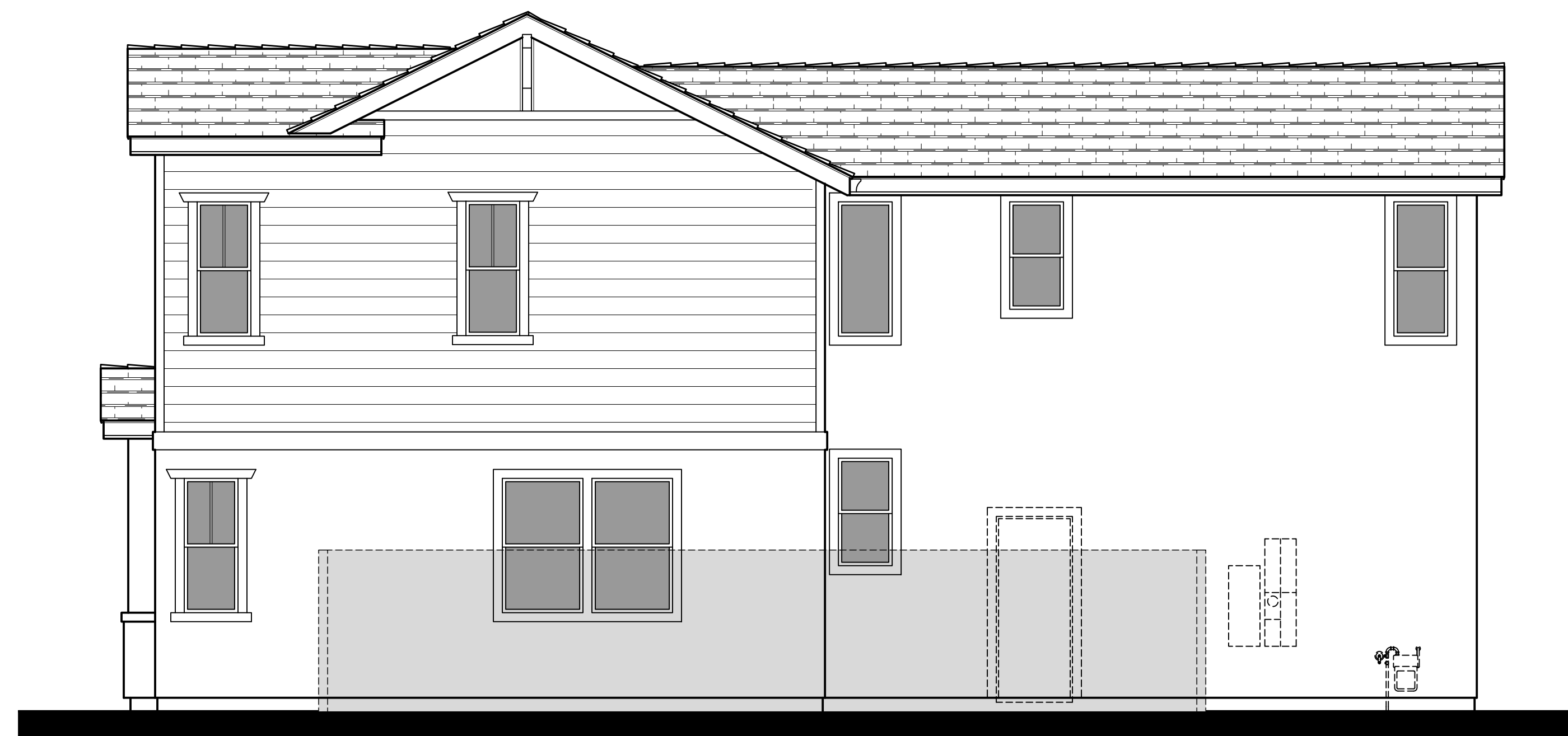


PLAN 2C - EXTERIOR ELEVATIONS

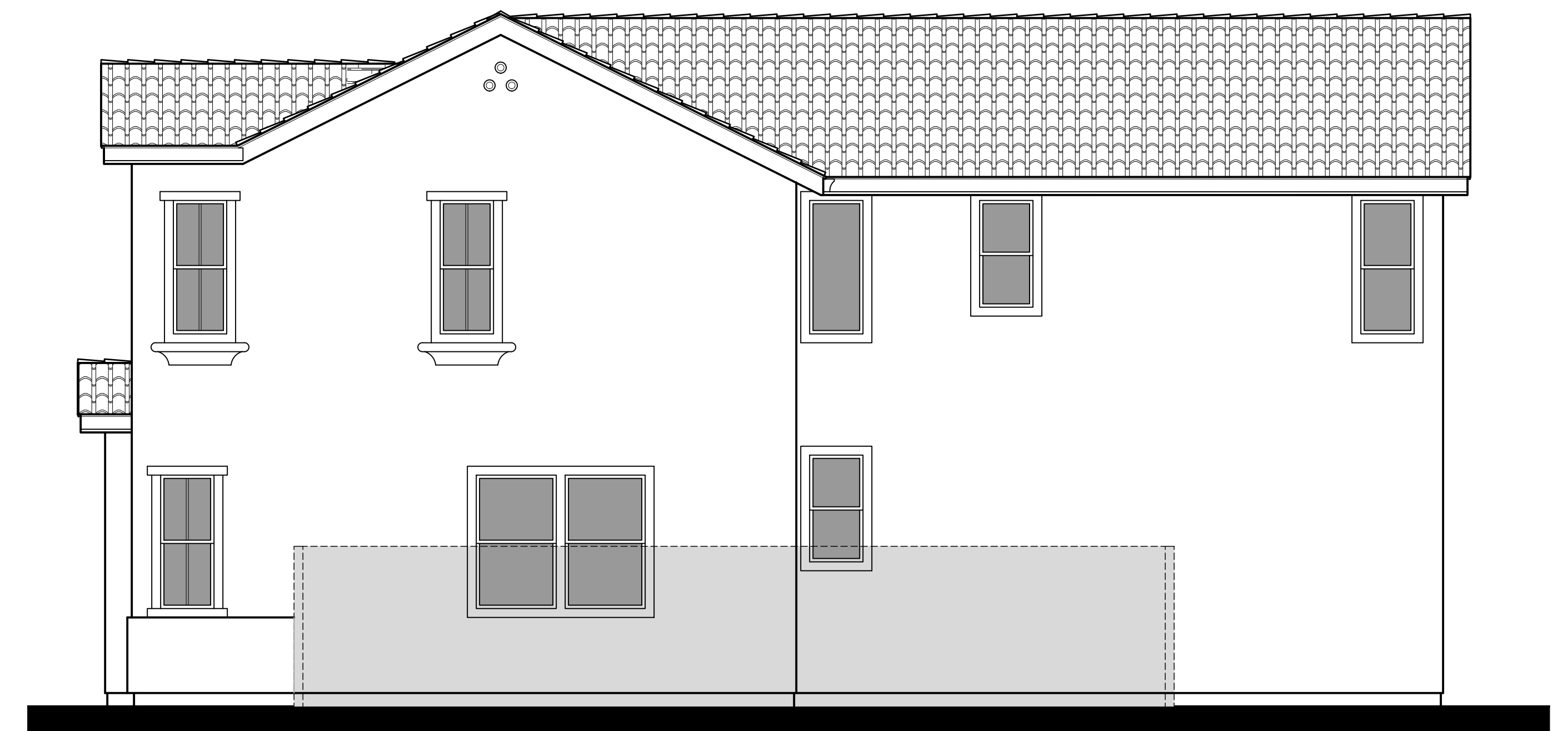
A2.4



2A - Right Elevation at Corner Lots



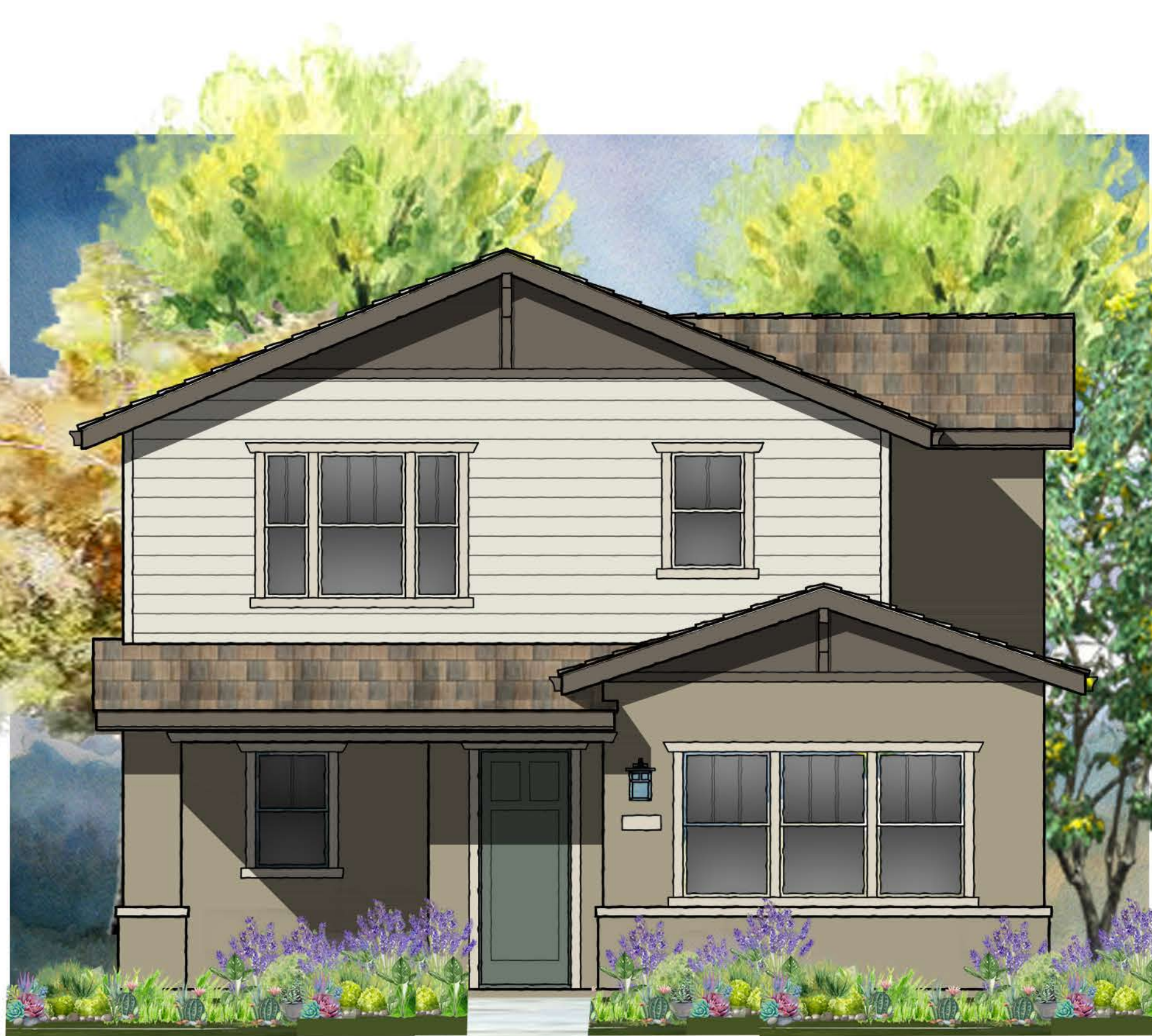
2B - Right Elevation at Corner Lots



2C - Right Elevation at Corner Lots



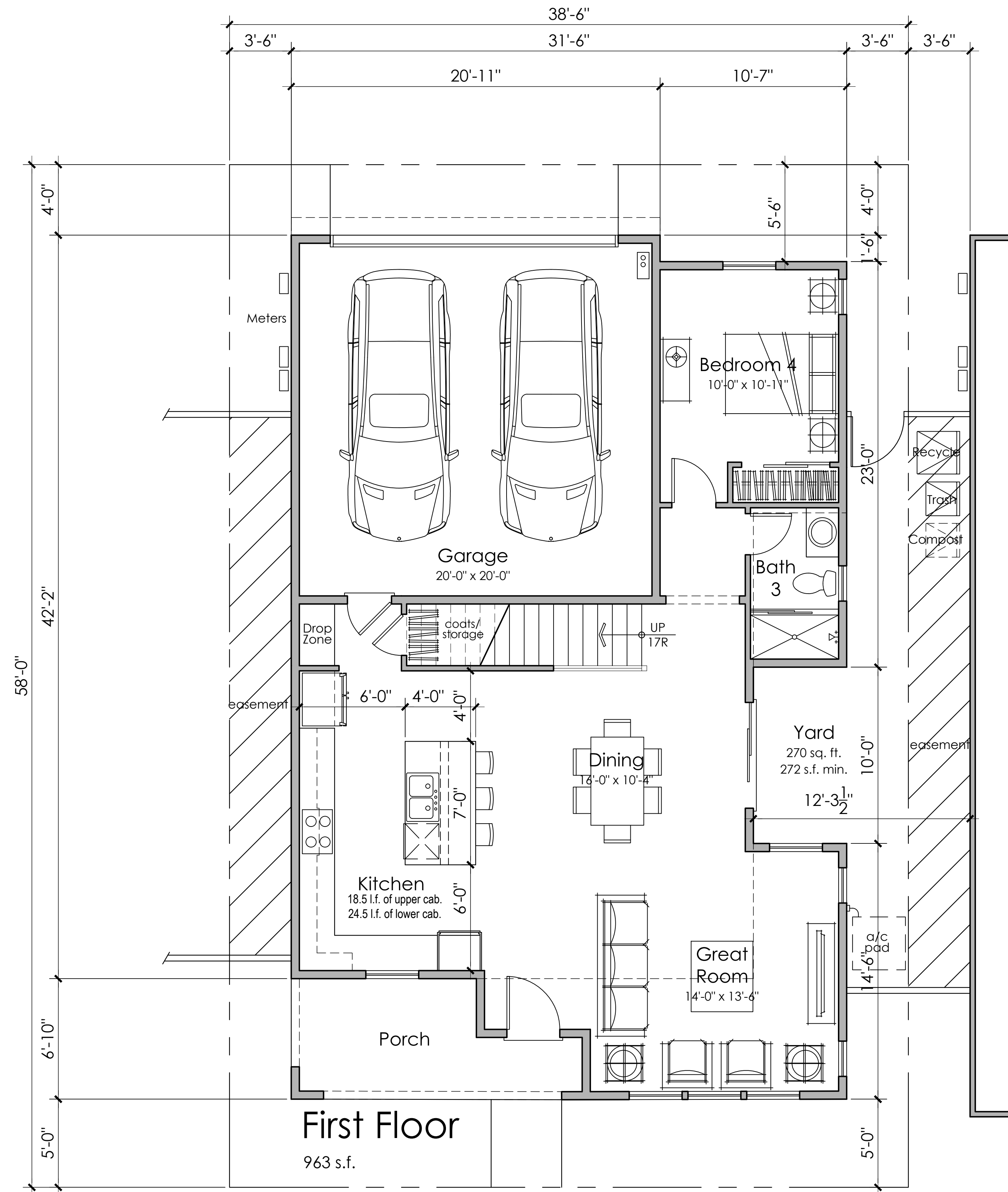
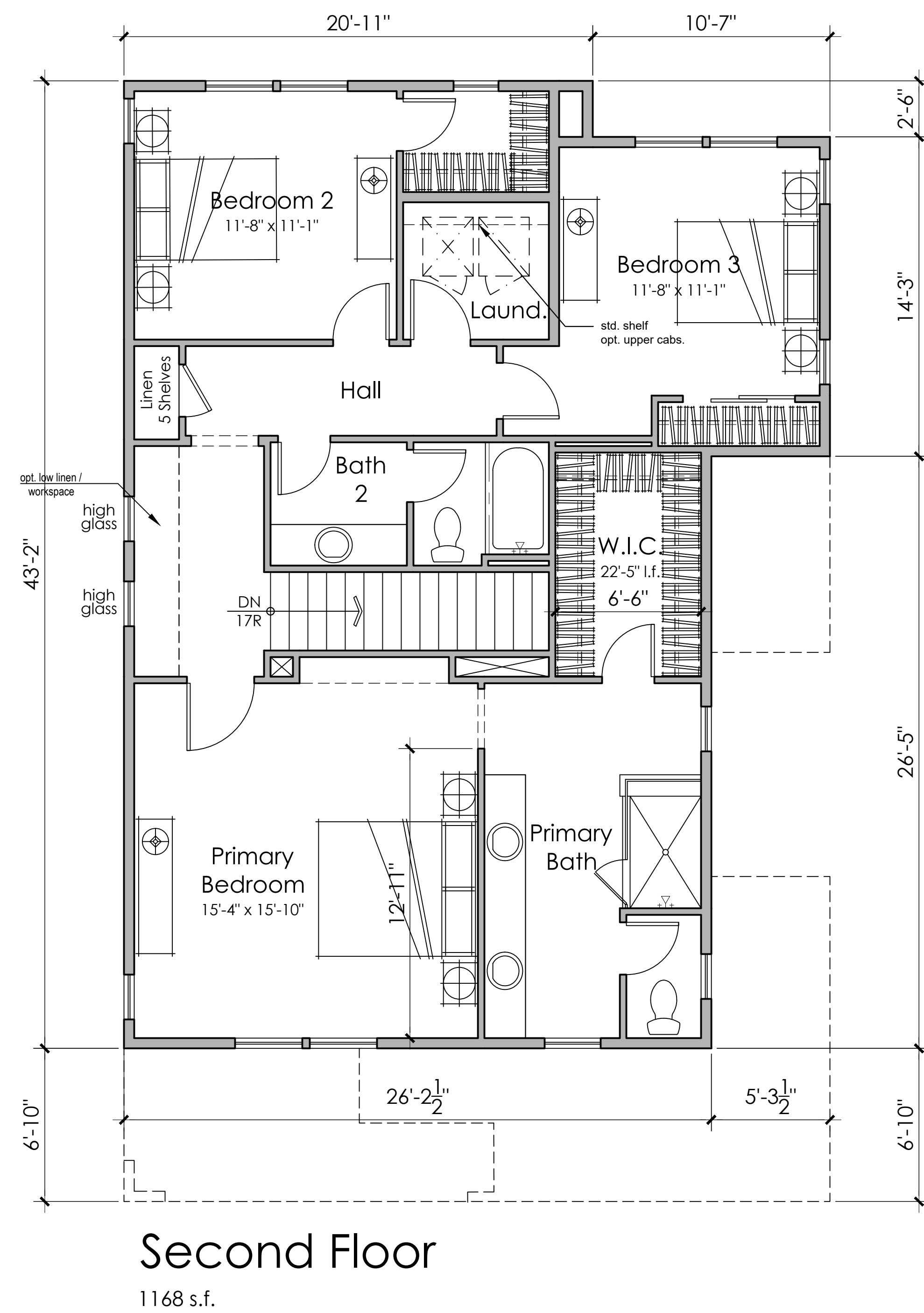
Front Elevation 3A -
Farmhouse
Scheme 3



Front Elevation 3B -
Craftsman
Scheme 6



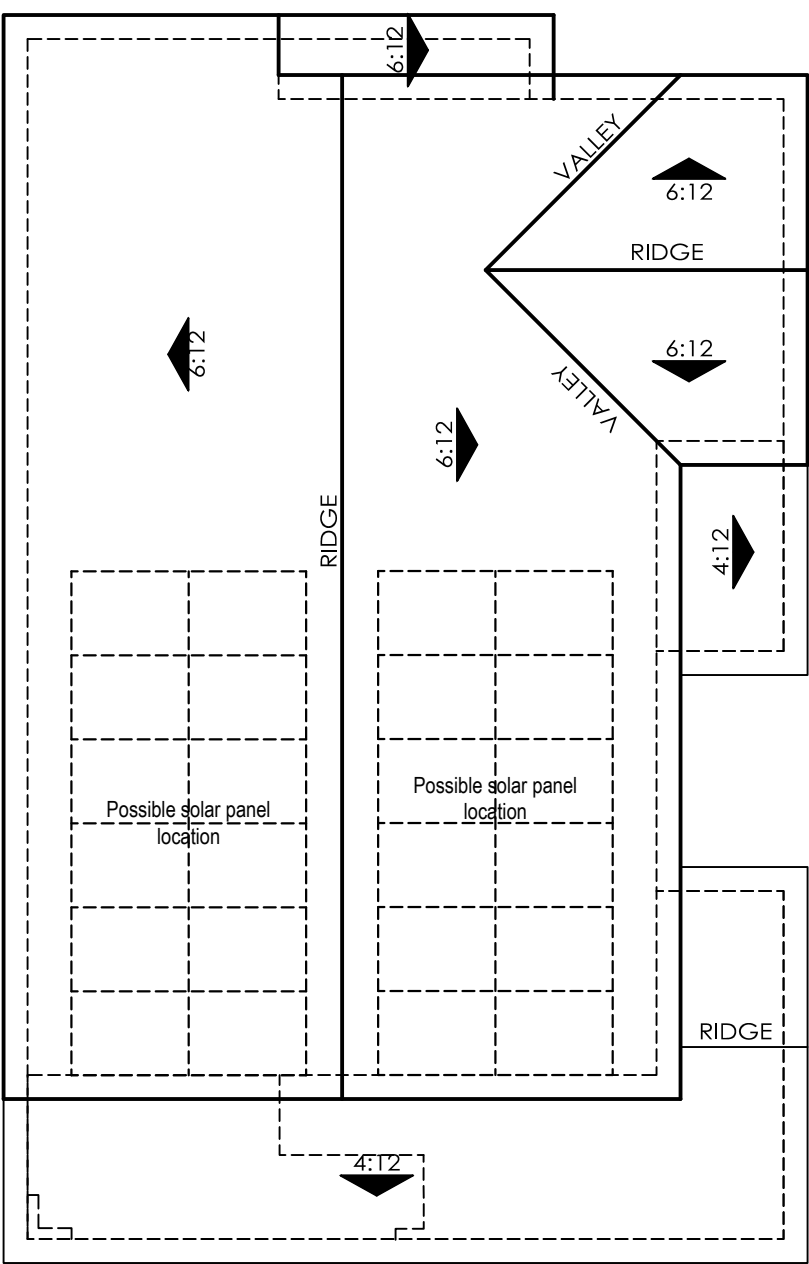
Front Elevation 3C -
Spanish
Scheme 9



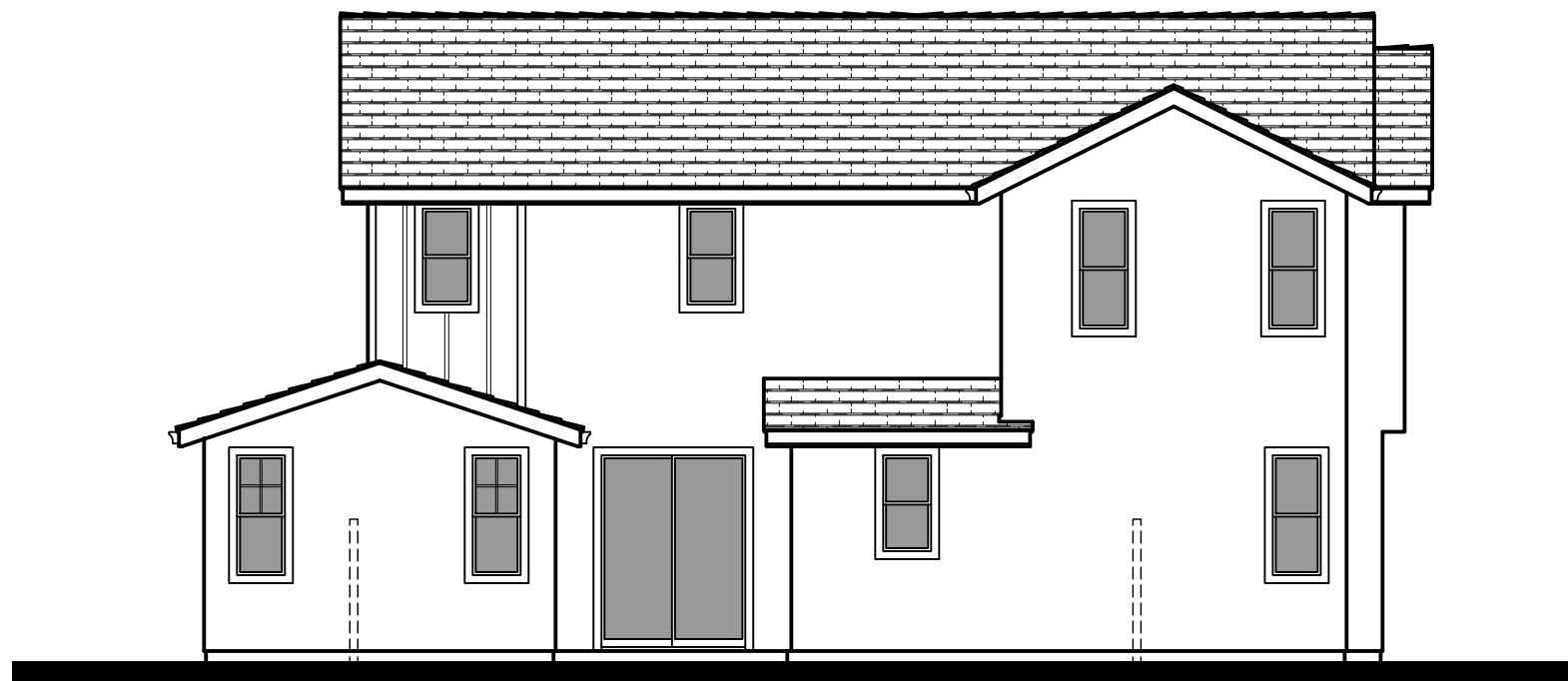
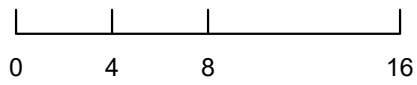
3A - Material Legend:
Flat Concrete Tile Roofing
Stucco Finish
Cementitious Board and Batt Siding
Decorative Gable End Detail
Enhanced Head and Sill Trim



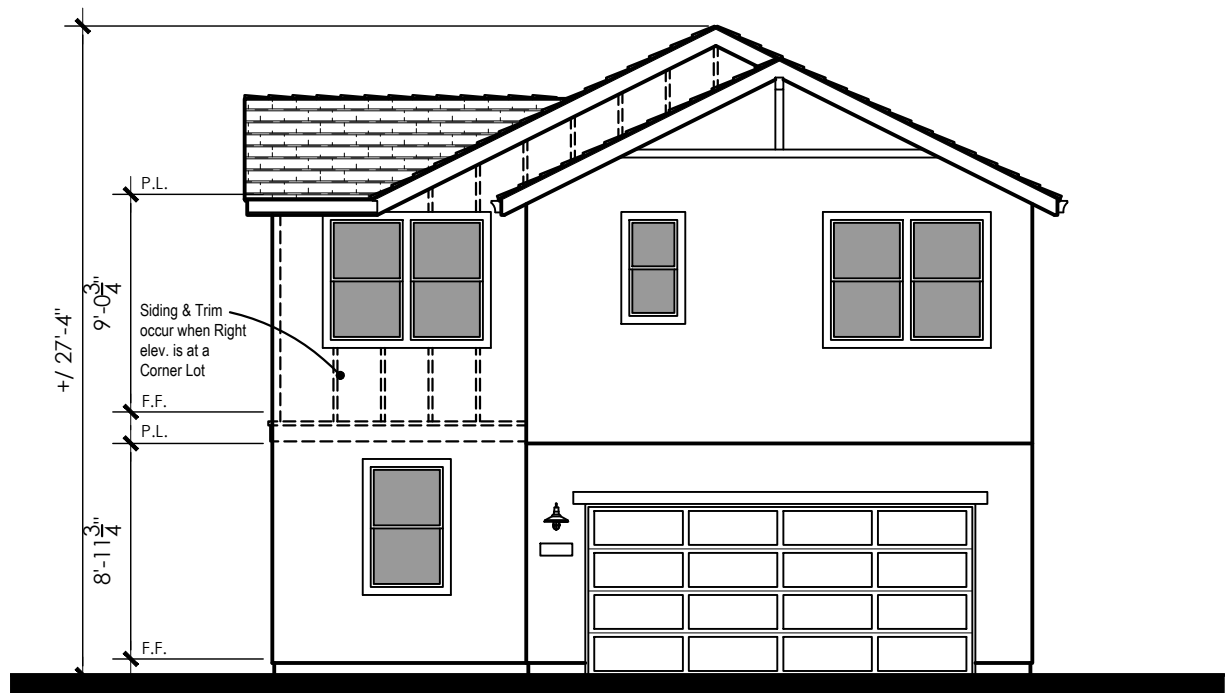
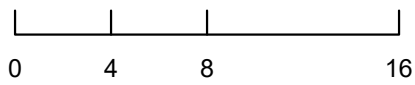
Front Elevation 3A -
Farmhouse



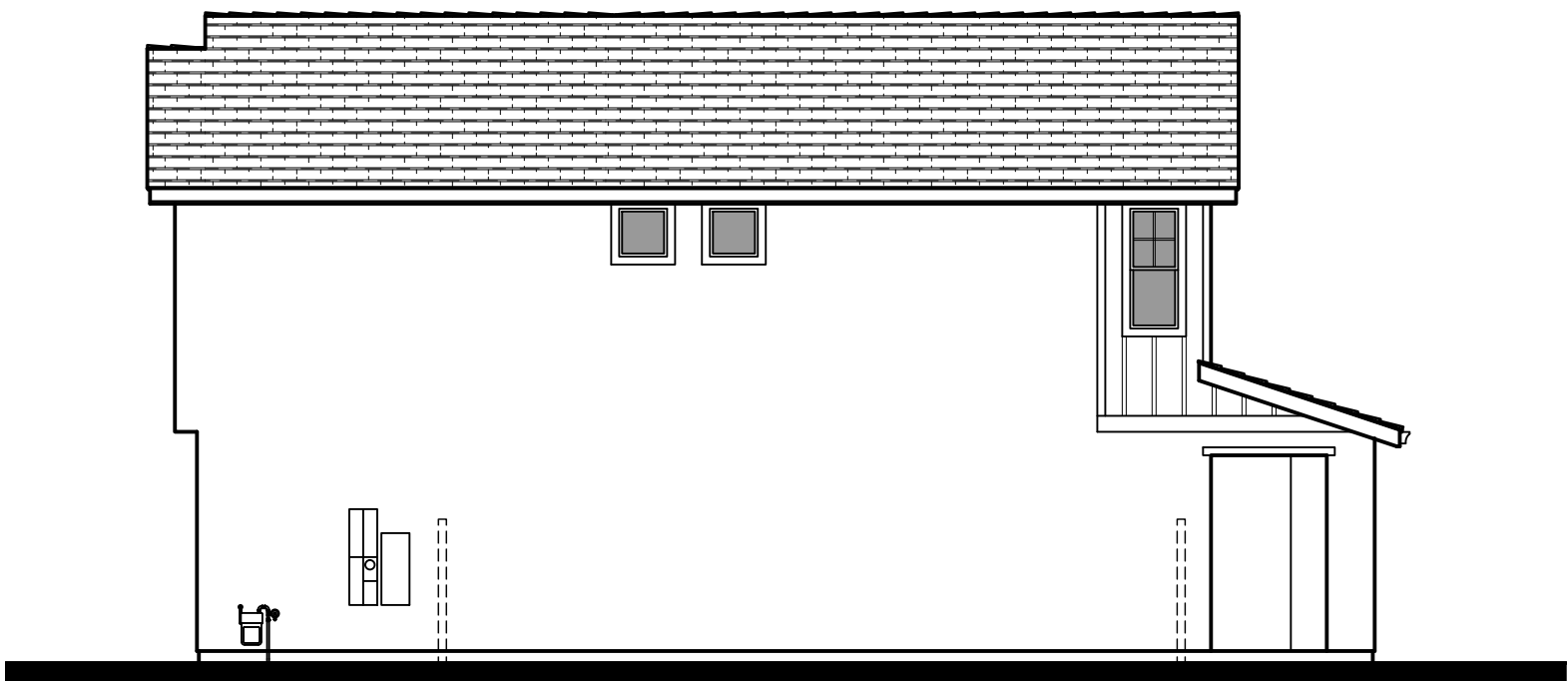
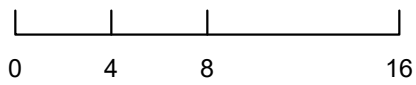
ROOF PLAN 3
OVERHANG : 12"
RAKE : 12"
ROOF PITCH : 6:12 U.N.O.



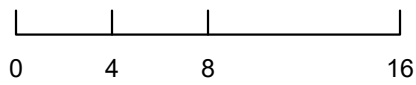
Right Elevation



Rear Elevation



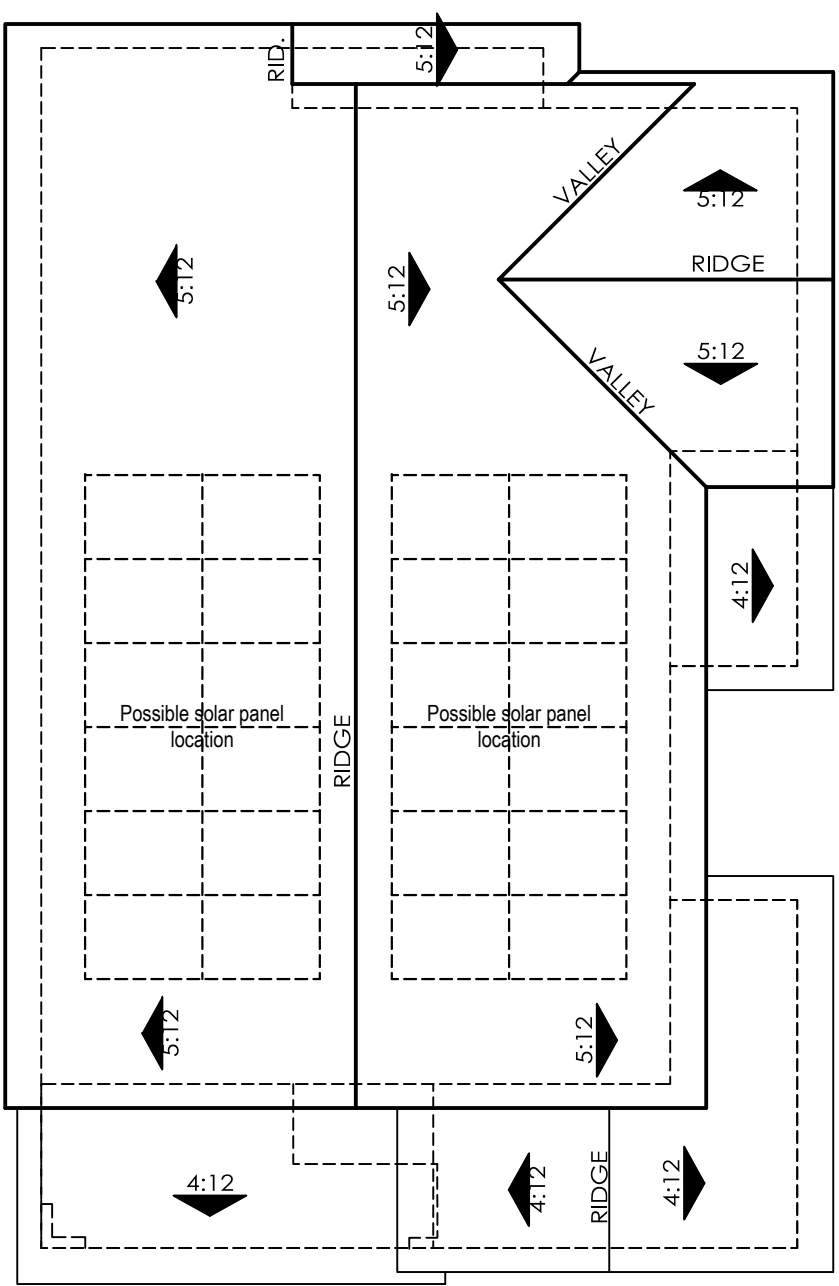
Left Elevation



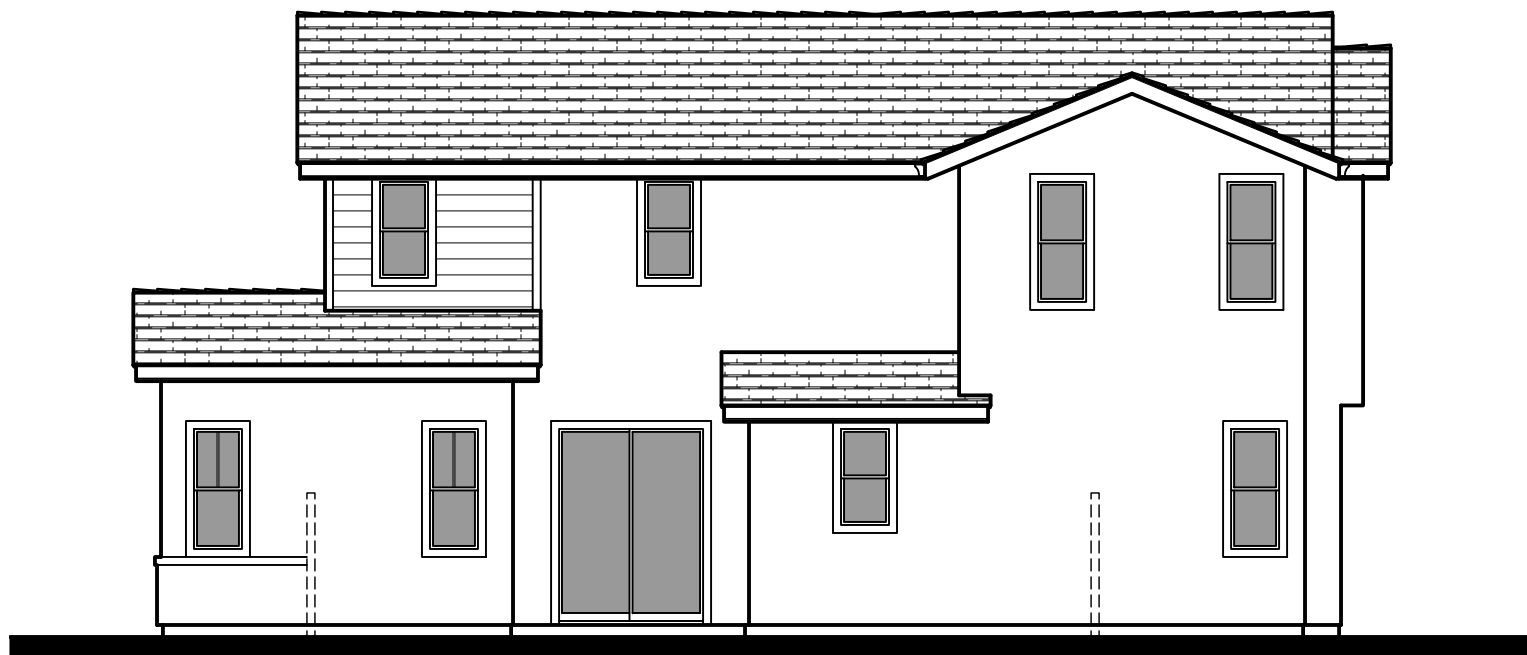
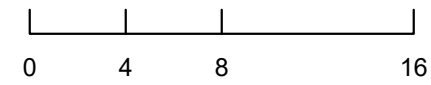
3B - Material Legend:
Flat Concrete Tile Roofing
Stucco Finish
Cementitious Lap Siding
Decorative Gable End Detail
Enhanced Head and Sill Trim



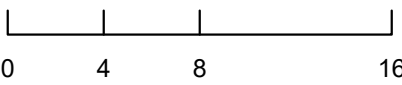
Front Elevation 3B -
Craftsman



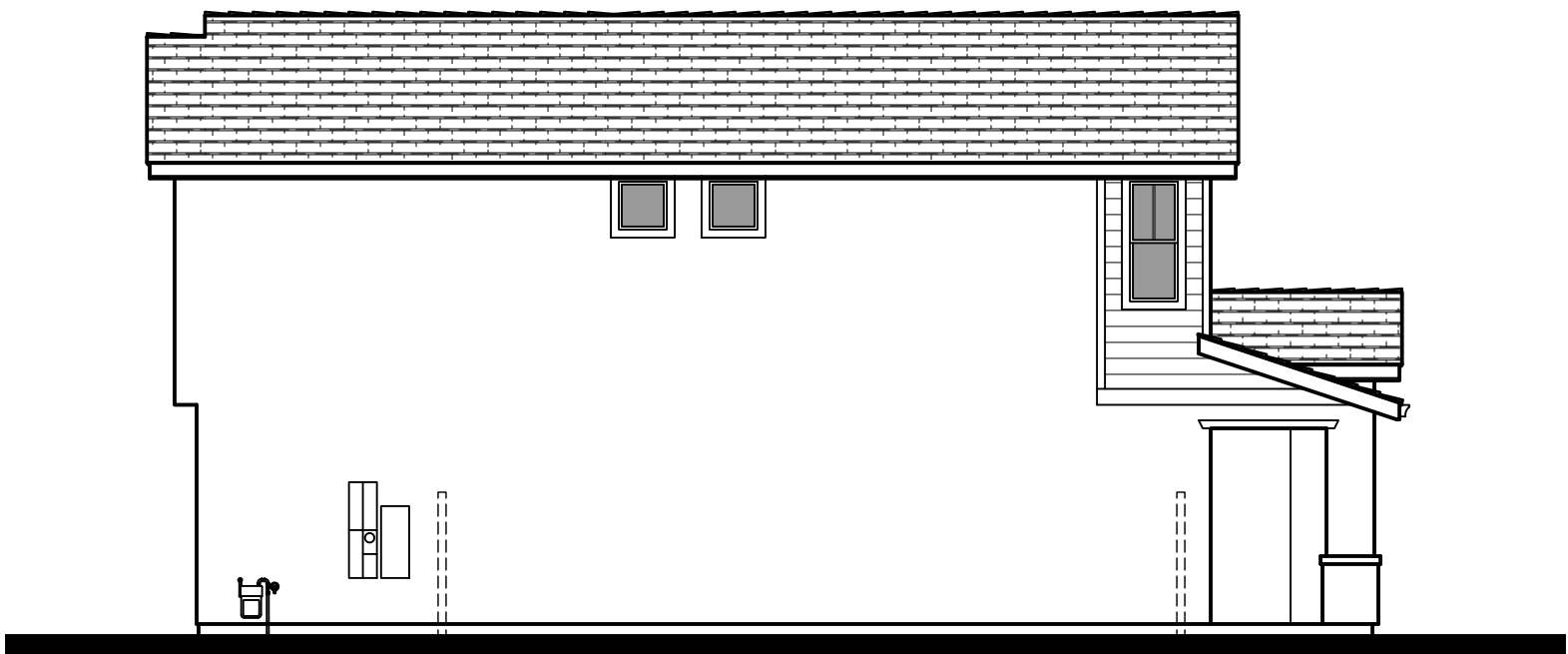
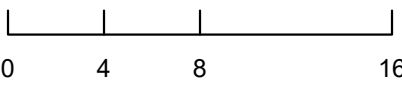
ROOF PLAN 3
OVERHANG : 18"
RAKE : 12"
ROOF PITCH : 5:12 U.N.O.



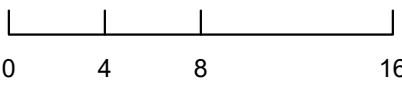
Right Elevation



Rear Elevation



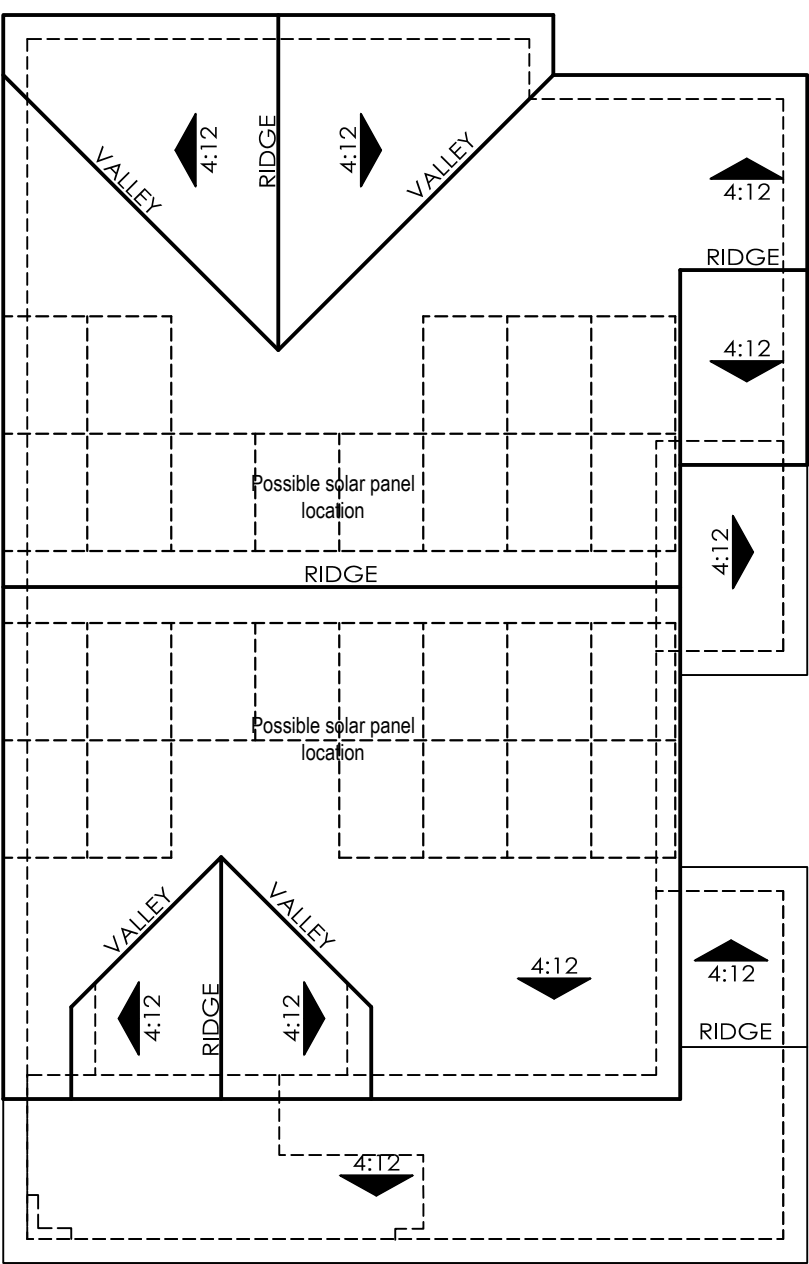
Left Elevation



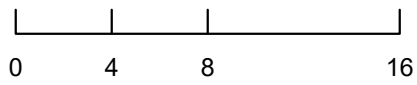
3C - Material Legend:
Low Profile 'S' Tile Roofing
Stucco Finish
Decorative Shutters
Decorative Gable End Detail
Enhanced Head and Sill Trim



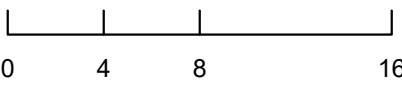
Front Elevation 3C -
Spanish



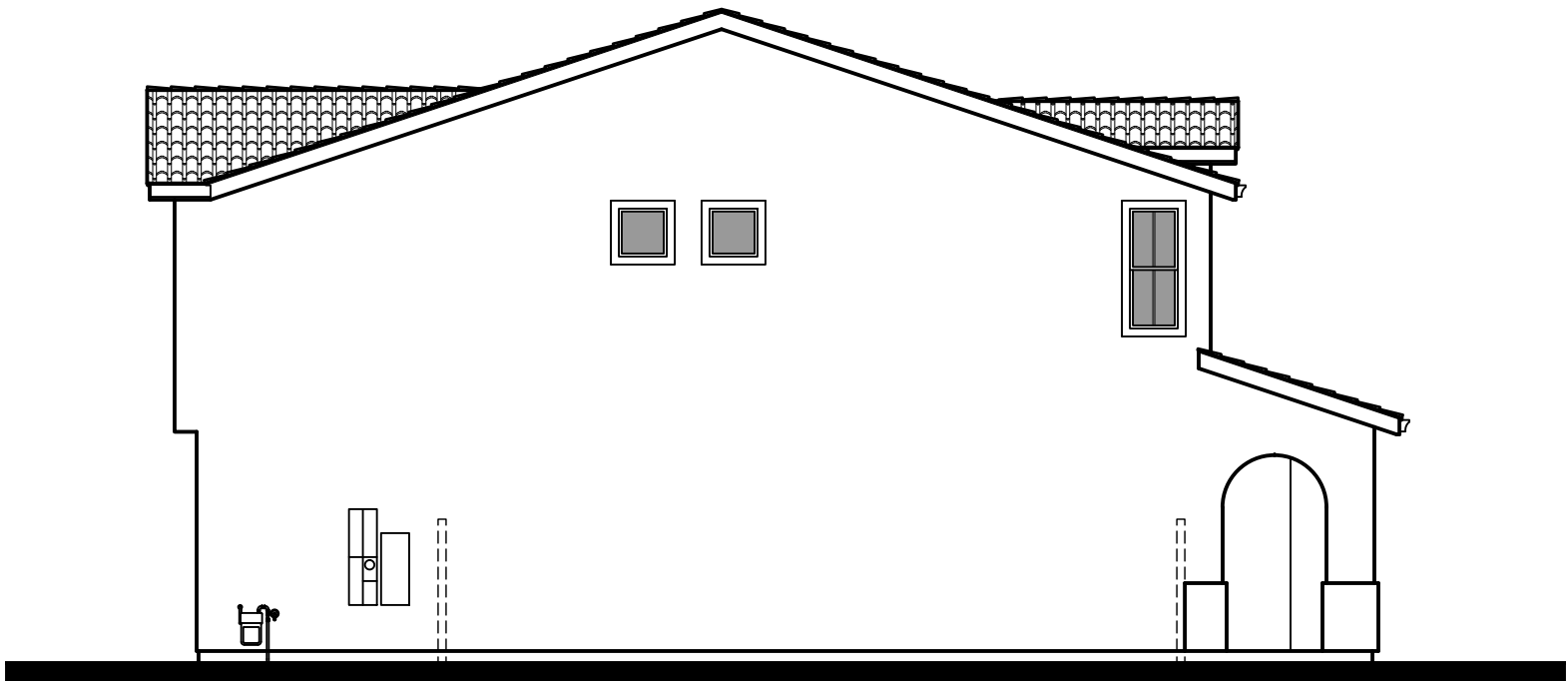
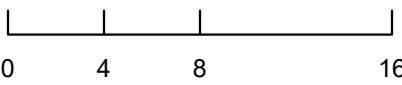
ROOF PLAN 3
OVERHANG : 12"
RAKE : 12"
ROOF PITCH : 6:12 U.N.O



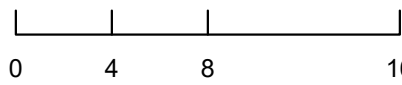
Right Elevation

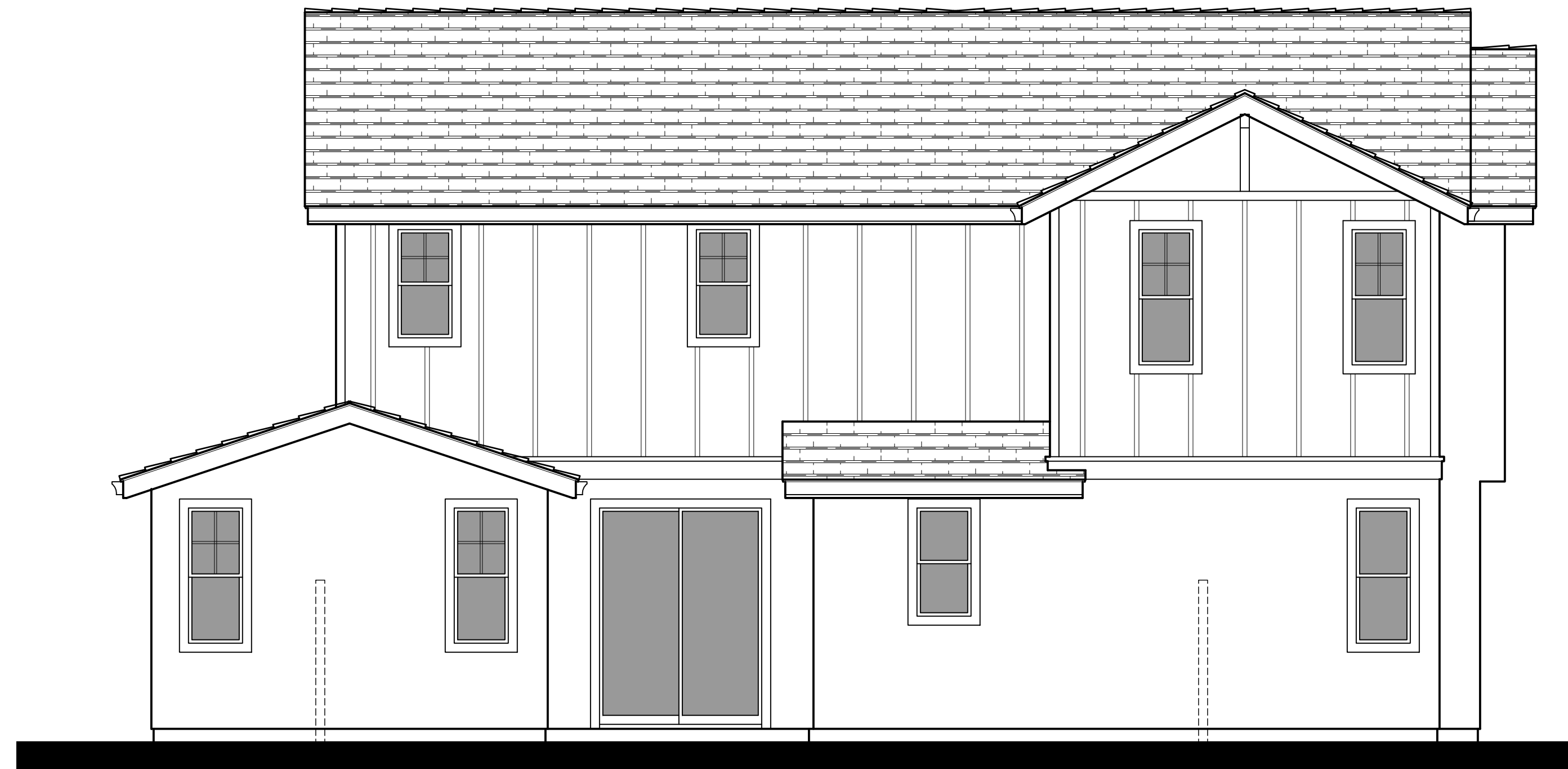


Rear Elevation



Left Elevation





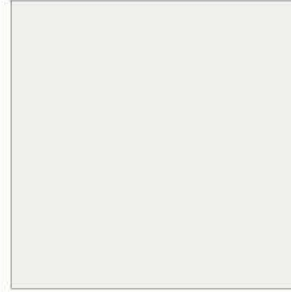
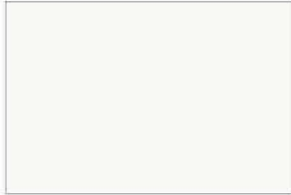
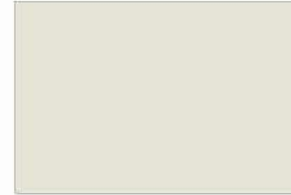
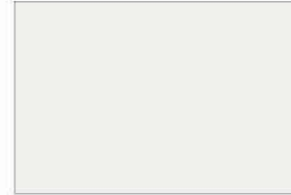
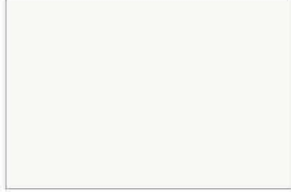
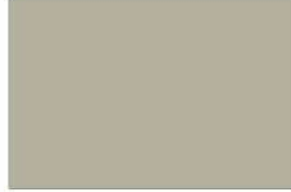
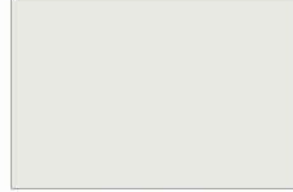
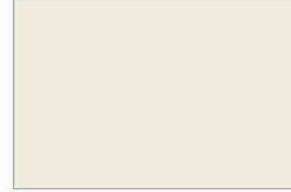
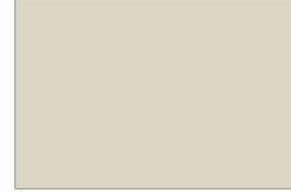
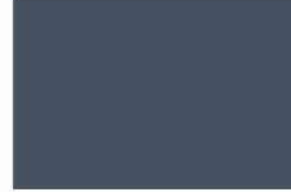
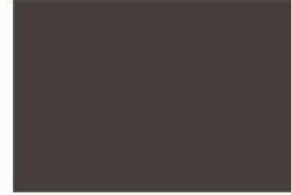
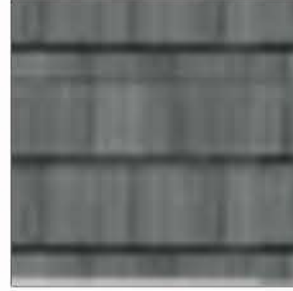
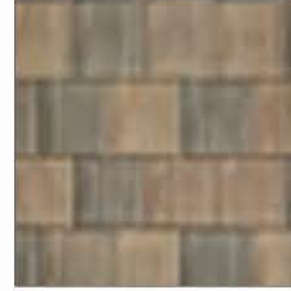
3A - Right Elevation at Corner Lots



3B- Right Elevation at Corner Lots



3C - Right Elevation at Corner Lots

	SCHEME 1	SCHEME 2	SCHEME 3		SCHEME 4	SCHEME 5	SCHEME 6		SCHEME 7	SCHEME 8	SCHEME 9
STUCCO BODY	 KM 4947 SUBTLE SHADOW	 HLS 4304 SNOW GLOBE	 HLS 4241 STOCKING WHITE	STUCCO BODY	 KM 4898 SLOW PERCH	 KM 4570 SHOJI SCREEN	 KM 5778 SHEEPSKIN GLOVES	STUCCO BODY	 KMW 44 PEARLY WHITE	 KM 4905 HUSH GRAY	 KM 4704 DUSTY TRAIL RIDER
BATTEN SIDING / GABLE INSETS / CORNER BOARDS / TRIM AT BATTEN	 KMW 43 WHITEST WHITE	 KM 5828 BIG BAND	 KM 5001 LILY POND BLUE	HORIZONTAL LAP SIDING/CORNER BOARDS / TRIM AT SIDING	 KM 4951 QUEEN VALLEY	 HLS 4276 CLIPPERSHIP TWILL	 HSL 4241 STOCKING WHITE	FASCIA / EAVES / GABLE DECOR / CORBELS / TRIM	 KM 5785 COUNTRY CLUB	 KM 4936 SMOKEY DAY	 KMW 57 CLOUD WHITE
FASCIA / EAVES / CORBELS / TRIM 1 / GARAGE DOORS	 KMA 87 STILLETTO	 KM 5818 KETTLEMAN	 HLS 4264 MELMAC SILVER	FASCIA / EAVES / CORBELS / GABLE INSETS / GARAGE DOORS	 KMA 91 BLACK ICE	 KM 4953 NATURAL PUMICE	 KM 4938 GROUCHY BADGER	GARAGE DOORS	 KM 5788 NEVER CRY WOLF	 KMA 72 BARNWOOD	 KM 4943 SUBWAY
TRIM 2	 KMW 43 WHITEST WHITE	 KM 5825 NOT MY FAULT	 HLS 4264 MELMAC SILVER	TRIM	 KMW49 GREAT WHITE	 46 ACOUSTIC WHITE	 27 BONE	ENTRY DOORS	 KM 4868 PORCH SWING	 KM 4995 NAVY DAMASK	 HLS 4226 OLYMPIAN IVY
ENTRY DOOR / SHUTTERS	 KM 5741 CRICKETS CROSS	 HLS 4258 OWL MANNER MALT	 KM 4946 SEAWEED WRAP	ENTRY DOOR / SHUTTERS	 HLS 4268 RED HOT JAZZ	 KMA 70 ZIN CLUSTER	 HLS 4833 CAMPING TRIP	ROOF MATERIAL - FULL S PROFILE	 1BCCS 6031 LA TERRA BLEND	 1BCCS 0300 BRONZE PEARL	 1BCCS 6036 SANTA CATARINA BLEND
ROOF MATERIAL - FLAT SLATE PROFILE	 1FACS 5047 EBONY	 1FACS 1403 CHARCOAL BLEND	 1FACS 0330 APPALACIAN BLEND	ROOF MATERIAL - FLAT SHAKE PROFILE	 1FBCJ 1430 CHARCOAL BLEND	 1FBCJ 3181 SMOKEY TOPAZ	 1FBCJ1430 BRONZE PEARL				

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. [____]

RUBY ESTATES

AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

THE NEW HOME COMPANY NORTHERN CALIFORNIA LLC.

AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [____]

This Amended and Restated Development Agreement (hereinafter “Agreement”) is entered into as of this ____ day of _____, 2022 by and between the City of Woodland, California (“CITY”), and The New Home Company Northern California LLC., a Delaware Limited Liability Company (“OWNER”), each of whom shall be referred to as a “party” and together as the “parties.”

RECITALS

WHEREAS, CITY and Turn of the Century LLC, previously entered into that certain Development Agreement (“Original Development Agreement”) on January 6, 2006, approved by the City Council of the City of Woodland by Ordinance No. 1453 on January 6, 2006, with subsequent second amendment to the DA on July 1, 2014 approved by the City Council of the City of Woodland by Ordinance No. 1595 on July 1, 2014; and

WHEREAS, Turn of the Century LLC subsequently transferred its property interests, and associated agreements, to various developers, and OWNER now owns that certain real property with Yolo County Assessor’s Parcel Numbers 042-030-054 (the “Property”); and

WHEREAS, this Agreement hereby replaces in its entirety the Original Development Agreement with respect to the Property (as defined below) only; and

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 this 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 related to the approval of development agreements; 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 (i) specific plans and specific plan amendments, (ii) tentative and final subdivision and parcel maps, (iii) conditional use permits, public use permits and plot plans, (iv) zoning and planned development, and (v) grading and building permits.

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

1.1.8 “Development Impact Fee” means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and which may be increased or updated from time to time, but does not include fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies which provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code).

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

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

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

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

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

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

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

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

1.1.16 “Reservation of Rights” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

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

Exhibit “A” - Legal Description of the Property

Exhibit “B” - Map showing Property and its location

Exhibit “C” - Tentative Map, Site Plan, Landscape Plan,

Architectural Renderings (from the _____, City Council Hearing)

Exhibit “D” - Development Standards for Ruby Estates

Exhibit “E” - Conditions of Approval

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

If to OWNER:

The New Home Company Northern California LLC.
1508 Eureka Road, Suite 290

Roseville, CA 95661
Attn: Justin Walters
Telephone: 916-757-1197

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

2.8 Termination of Previous Agreement. As related to the Property only, this Agreement replaces and supersedes the Original Development Agreement approved by Ordinance No 1563, adopted on June 17, 2014, with subsequent second amendment to the DA on December 15, 2015 approved by the City Council of the City of Woodland by Ordinance No. 1595 on June 15, 2015. As of the effective date of the ordinance adopting this Development Agreement, the Original Development Agreement shall terminate and shall have no further force or effect with respect to the Property.

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 #5221, Planned Development Overlay, and Site Plan and Design Review which includes the 7.03 acre R-15 (R-15PD) project site resulting in 87 single family lots.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review and action all applications for subsequent development approvals, and such applications shall be processed in the same manner and the CITY shall exercise its discretion, when required or authorized to do so, to the same extent it would otherwise be entitled in the absence of this Agreement.

3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

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

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

(c) Regulations, adopted policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

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

(e) Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations that are not in material conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with the Development Plan; provided OWNER has given written consent to the application of such regulations to

development of that Property in which the OWNER has a legal or equitable interest.

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

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

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

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

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

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

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

business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

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

3.7 Acquisition of Property for Construction of Improvements Off-Site. OWNER shall, in a timely manner as determined by CITY and consistent with the requirements of the Specific Plan, acquire the property rights necessary to construct or otherwise provide the public improvements contemplated by the Specific Plan.

3.8 Acquisition of Real Property Interests. In any instance where OWNER is required to construct any public improvement on land not owned by OWNER, OWNER shall at its sole cost and expense provide or cause to be provided, the real property interests necessary for the construction of such public improvements. If and to the extent this section 3.8 conflicts with Section 66462.5 of the Subdivision Map Act, this section will control.

3.9 Credits and/or Reimbursement for Dedication of Property or Construction of Infrastructure. To the extent OWNER dedicates land, funds or constructs public facilities that exceed the size or capacity required to serve the Property for the benefit of other properties, or if such dedication or improvements benefit other properties regardless of its size or capacity, CITY shall enter into an agreement to reimburse OWNER to the extent of such benefit as determined by CITY. Such reimbursement may take the form of fee credits and/or benefit assessments, special taxes, or other fees or assessments collected from benefiting properties, as the CITY may determine. Notwithstanding the foregoing, the CITY shall not reimburse the OWNER for costs of interim temporary improvements, nor shall CITY require OWNER to pay for interim temporary improvements installed by others on OWNER's property. If OWNER's costs for the improvements exceeds the amount(s) shown in the Spring Lake Capital Improvement Program for such improvement(s), OWNER agrees that the CITY may defer a portion of OWNER's reimbursement for constructed improvements until the CITY completes a reconciliation update for the Spring Lake Infrastructure Fee ("SLIF").

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

3.11 City Plan Check & Inspection of Public & Private Civil Improvements. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public & Private Improvements, including, but not limited to fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the onsite & offsite civil improvements. These fees must be paid in full prior to approval of the final map and improvement plans.

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 and other fees set forth in Exhibit “F” shall be charged to the Project (subject to annual CCI).

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 “F”, 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 “F”, 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. With respect to the Property, the City's agricultural conservation easement requirement has been satisfied.

4.4 Swainson's Hawk Mitigation. In addition to the requirements of Section 4.3 above, OWNER's obligation for Swainson's Hawk Mitigation has been satisfied.

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 Affordable Housing In-Lieu Fee. CITY and OWNER agree that OWNER shall pay an affordable housing in-lieu fee to meet the affordability requirement applied to this Project. The Project is responsible for providing 9 low income units. The very low income unit obligation has been previously met. In lieu of constructing the affordable housing units, OWNER agrees to pay to CITY, or non-profit organization of CITY's choice for the purpose of constructing housing in Woodland for low income households, a total of Three Thousand Nine Hundred Dollars and No Cents (\$3,900) per unit for each of the 87 mapped units for a total of Three Hundred Thirty Nine Thousand Three Hundred Dollars and No Cents (\$339,300). The affordable housing in lieu fee shall be paid at time of building permit. The affordable housing fee shall be subject to annual CCI increases.

4.9 General Purpose Fee. CITY and OWNER agree that owner shall pay to CITY a total of Five Thousand Dollars and No Cents (\$5,000) per unit for each of the 87 mapped units for a total of One Hundred and Four Hundred Thirty Five Thousand Dollars and No Cents (\$435,000) as a general purpose fee. City shall use this general purpose fee to improve bicycle and pedestrian connectivity, including but not limited to construction of the planned Highway 113 bike/pedestrian overcrossing, and complete other neighborhood enhancements within the Plan Area. The general purpose fee shall be paid in one lump sum amount upon final map (excluding model homes) for the Property. The general purpose fee shall be subject to annual CCI increases.

4.10 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.

4.11 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.

4.12 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.

4.13 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.

By initialing below, 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.

Owner's Initials

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 a claim from, or has a lawsuit filed against it by, a downstream property owner(s), OWNER agrees to participate in the defense and contribute its proportionate share of the damages its Project caused to CITY.

4.14 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 2021 AMR fee is \$236 per meter.

4.15 SR102 and 25A Interchange. OWNER acknowledges that the interim upgrade of the County Road 102 ("Co Rd 102") and County Road 25A interchange in accordance with the Spring Lake EIR is a Spring Lake responsibility. OWNER accepts and supports the use of Spring Lake Infrastructure Bond proceeds for the upgrade of the Co Rd 102 and 25A interchange. OWNER further accepts and supports that there may be changes to the SLIF and the per unit set aside amount for the payment of Spring Lake Infrastructure Fees due to the Co Rd 102 and 25A interchange project.

4.16 Homeowners Association. Prior to approval of the first final map, OWNER agrees to form a Home Owners Association (HOA). OWNER agrees that the HOA's governing documents shall include requirements addressing, among other things, ownership, operation, and maintenance of onsite streets, lighting, landscaping, and storm drain. On site streets shall be privately owned and maintained by the HOA.

4.17 Garage Parking Requirement. The HOA's governing documents shall also include rules requiring garages to be free of clutter and accessible for the parking of two vehicles as well as the use and allocation of on-site outside parking spaces. First and second vehicles of a household shall park in the household's garage. Outside onsite parking spaces shall not be used for regular parking of household vehicles except when two (2) household vehicles are already parked in a garage. Storage of RVs or boats shall be prohibited in outside onsite parking spaces. HOA rules shall require the Board to cooperate with the City in addressing any neighborhood complaints.

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 this 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 "F": 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

THE NEW HOME COMPANY
NORTHERN CALIFORNIA LLC, a
Delaware Limited Liability Company

By: _____

Its: _____

Dated: _____

CITY

CITY OF WOODLAND, a California
municipal corporation

By: _____

Ken Hiatt
City Manager

Dated: _____

ATTEST:

By: _____

Ana Gonzalez
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

EXHIBIT "A"

The land referred to is situated in the County of Yolo, City of Woodland, State of California, and is described as follows:

Parcel 4 as shown on the map entitled "Parcel Map No. 5046, Heritage Large Lot Parcel Map", filed August 18, 2014 in Book 2014 of Maps, at pages 48 through 51, Yolo County Records.

APN: 042-030-054-000

EXHIBIT “B”

Map of the Property

Ruby Estates 3: (APN:042-030-054)

[PLACEHOLDER]

EXHIBIT “C”
Development Plans

Ruby Estates Tentative Subdivision Map #5221
[PLACEHOLDER]

Ruby Estates Development Plan –August 11, 2022
[PLACEHOLDER]

Ruby Estates Preliminary Landscape Plan
[PLACEHOLDER]

EXHIBIT “D”
PD Overlay Standards

Ruby Estates PD Overlay Development Standards	
Lot Size	
Area	1,900 – 3,000 sq/ft (2,367sq/ft average)
Width	20-52 ft (37ft average)
Permitted Density	
Maximum Density per lot	1 dwelling
Setbacks	
Front (Paseo)	4ft
Front (Public Road)	10ft
Side	3.5ft
Rear	4ft from alley 10ft from site perimeter
Coverage	
Maximum Lot Coverage	67% (40-67%)
Height	
Maximum Height	23ft
Parking	
Minimum Parking	2 per dwelling
Supplemental Design Standards	
Front Yard Stagger	Non required
Mix of Two-story units	No limit
Second Story Separation	A minimum of 7 feet shall be provided between second story elements of adjacent two-story dwellings
Architectural Design	Architectural treatment shall be applied to all elevations of buildings as identified in the Design Review booklet.
Notes:	
(1) Steps may encroach into the setback	
(2) Second Story Elements such as but not limited to eaves and cornices may encroach up to 1ft into a required setback provided adequate access/emergency egress paths are maintained.	

EXHIBIT “E”

**RUBY ESTATES DEVELOPMENT AGREEMENT
PROJECT CONDITIONS OF APPROVAL
[PLACEHOLDER]**

EXHIBIT “F”

(Ruby Estates Project 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. This project is considered multi-family for purpose of calculating

Spring Lake fees and single family for the purpose of calculating citywide Development Impact Fees.

Development Impact Fees for the following categories and amounts are shown as of January 1, 2022 but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER. **All fees are subject to annual CCI.**

Development Impact Fee	SL SFD (Single Family Dwelling)
General City	952
Fire	3,225
Library	595
Police	779
Wastewater	7,125
Water	5,727
Parks & Recreational Facilities	4,834
Roads	9,389
MPFP Admin Fee (.75%)	245
Storm Drainage Facilities	Included in SLIF
Subtotal	32,871

The other fees include all applicable 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 (Fees are due at final map and subject to annual CCI):

- SLIF fees MF \$35,641 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 SFU/\$540 for MFU
- Public transit capital fee of \$247 for the construction of transit capital improvements
- Public transit operations fee of \$51 for MFU
- Fiscal Deficit mitigation fees of \$1050 for MFU
- The Project’s prorated share of the Habitat Monitoring and Farming Education Fees \$63 SFU/\$45 MFU

- Offsite Affordable fee – no charge as a MF project

General purpose fee (see Development Agreement Section 4.9) of \$5,000 per building permit, for 87 units, for a total obligation of \$435,000 payable in one lump sum amount that will be due and payable in one lump sum amount at final map.

Affordable housing in-lieu fee (see Development Agreement Section 4.8) of \$3,900 per unit, for 87 units, for a total obligation of \$339,300 at time of building permit.

At the time of this document approval the property currently holds SLIF credit balance of \$545,195