City of Woodland

Meeting Agenda

Planning Commission

City Hall
Council Chambers
300 First Street
Woodland, CA 95695

July 20, 2023
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, Beeghly Ranch Lot D and Lot G (Tim Lewis Revival) DA Amendment Request

   RECOMMENDATION FOR ACTION: Staff recommends that the Planning Commission 1) Conduct a public hearing; and 2) recommend to the City Council approval of the requested amendment to the project Development Agreement between TL REVIVAL, L.P (Tim Lewis Consulting) and the City of

Woodland to allow the payment of affordable housing fees in lieu of constructing the remaining required 14 affordable inclusionary housing units.

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 24hours before a meeting date and time may not be able to be considered completely. Further, the Planning Commission encourages interested parties to attend the meeting to discuss any matter of concern and to explain their comments more fully.

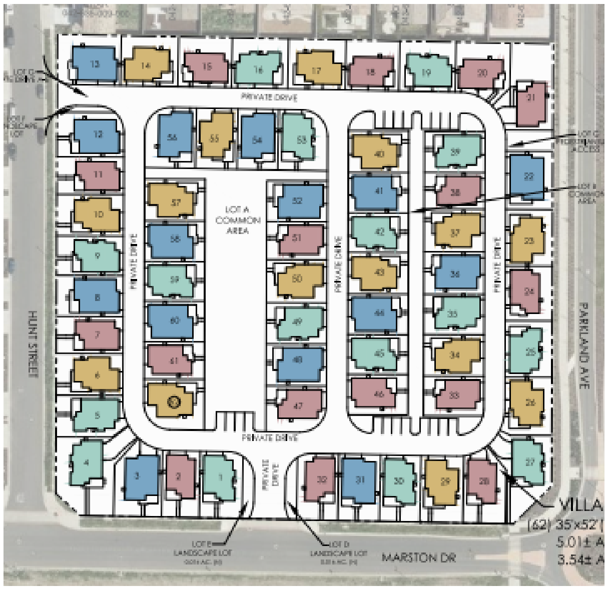
CITY OF WOODLAND CALIFORNIA	TO:	THE MEMBERS OF THE PLANNING COMMISSION
	AGENDA:	Planning Commission Meeting
	DATE:	July 20, 2023
	ITEM #:	H.1
	SUBJECT:	Spring Lake Specific Plan, Beeghly Ranch Lot D and Lot G (Tim Lewis Revival) DA Amendment Request

Recommendation for Action: Staff recommends that the Planning Commission:
1) Conduct a public hearing; and 2) recommend to the City Council approval of the requested amendment to the project Development Agreement between TL REVIVAL, L.P, (Tim Lewis Consulting) and the City of Woodland to allow the payment of affordable housing fees in lieu of constructing the remaining required 14 affordable inclusionary housing units.

Staff Contact:
Cindy Norris, Principal Planner (530) 661-5911, cindy.norris@cityofwoodland.org

Fiscal Impact:
All application processing costs have been paid for by the applicant. The approved project Tentative Subdivision Maps for Lots D (TSM #5196) and G (TSM #5197) provide for 72 lots on the two multi-family R-15 sites. The project DA requires the construction of the 17 required affordable units. The project development agreement includes a negotiated fee payment for potential SLIF reimbursement and bike and pedestrian related activities as a general-purpose fee of $3,000 per unit for a total sum of $216,000. All fees are subject to CCI increases. The proposed application requests to pay fees in lieu of constructing the remaining 14 affordable homes. The proposed fee is $39,000 per affordable unit, which will be paid in a lump sum which is equivalent to $546,000, 30 days after the approval of the second reading of the First Amendment to Development Agreement 20-02.

Background:
The entire SLSP area was pre-zoned under Ordinance No. 1346, adopted on July 2, 2002. The 5.0 acres of Lot D and 0.9 acres on Lot G were pre-zoned R-15/Multi-Family Residential with an allowed density between 10 and 15 units per acre. The subject properties were historically part of the Beeghly Vesting Tentative Subdivision Map No 4669 and the Development Agreement approved January 13, 2004. Lot D was approved with the assumption that it would be developed with 75 units (15 units/acre) and Lot G was approved as an affordable cluster with 10 units (11 units/acre).



Lot D **Lot G**

At its October 15, 2020 meeting, the City Council approved Tentative Subdivision Maps #5196 and #5197 and Ordinance No.1668, approving the Development Agreement #20-02 between the TL Partners X, LP, (Tim Lewis Consulting) and the City of Woodland. The project approval allowed for the development of 72 single-family lots; 62 on Lot D and 10 on Lot G. The project was required to enter into an Inclusionary Housing Agreement to provide 17 low-income housing units, with the stipulation that the units are to be constructed and shall not be subject to the payment of in-lieu fees in the event that the affordable units are not sold as affordable units. This stipulation was added at the time of project approval by the developer, as opposed to the option of allowing payment of in-lieu fees as suggested by the City. The Inclusionary Housing Agreement (IHA) was approved on May 25, 2021 and recorded on June 23, 2021. The IHA was amended on October 5, 2021 to allow the marketing period to begin when building permits are issued.

The first building permits were issued on November 16, 2021. As of the date of this report, 4 permits are in the building permit review process, 35 building permits have been issued, and 22 units have had final inspections approved. A total of 17 units have closed escrow. Three of the units were sold as affordable to median income families in accordance with the provisions of the IHA. No work has been conducted on Lot G.

As part of the process of consideration of the proposed request to pay fees in lieu of constructing the remaining affordable units, the City consulted with Legal Services of Northern California (LSNC). LSNC generally agreed that the payment of fees in lieu of constructing units is appropriate in Spring Lake. Due to costs, taxes, and fees, it is difficult to find and sell homes to qualified low-income households in Spring Lake as compared to the general city. However, LSNC differed in their opinion of the value of the affordable per-unit fee.

Amendment Request:

Tim Lewis Communities (TLC), is the land developer and builder for the development known as Revival, formerly known as TL Partners X L.P, for the Beeghly R-15 Lots D and G. TLC is requesting an amendment to the Development Agreement #20-02 (Ord. 1668) dated October 20, 2020, to allow for payment of fees for the fulfillment of the remaining inclusionary housing requirement. TLC had an initial obligation to construct 17 affordable units. Three units have been built and sold. TLC is requesting to be able to pay fees in lieu of the sale of the remaining 14 affordable units.

TLC has requested a modification to the approved DA to allow a comparable agreement to other recently approved R-15 small lot single family projects in Spring Lake, including the Ruby Estates project (TSM#5221), and the Parkside project, which are similarly zoned and designed R-15 projects. At the time the project was approved in October 2020, the City has recommended that the applicant pay fees in lieu of constructing affordable units. However, at that time, given the market and the small lot of product, the applicant indicated that they felt the market price would be the same as the affordable purchase price. However, due to market changes, including rising cost of materials, higher interest rates, labor shortages, and increased demand, there is now a significant gap between the affordable purchase price and the cost to construct the affordable unit.

Discussion:

Spring Lake Affordable Housing Requirement

The project is subject to the Spring Lake Affordable Housing Plan multi-family requirement, which 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. The two project sites were originally part of the larger Beeghly Ranch tentative subdivision map and Development Agreement. With the original approval, January 13, 2004, the very low-income obligation was transferred to the high-density multi-family site at the southwest corner of Farmers Central Road and Meikle Avenue. The remaining low-income obligation from the original R-4 and R-5 portions of the original Beeghly Vesting Map were transferred to the 0.9 acre cluster (Lot G) resulting in 10 affordable units on this site. Lot D will satisfy the remaining low-income affordability requirement by providing an additional seven affordable units, resulting in a total obligation on these two properties for 17 low-income affordable units. The 17 affordable units are to be located throughout both project sites rather than clustered on Lot G.

Affordable Housing Marketing Process

Section 2.2.4 of the Inclusionary Housing Agreement, establishes a 90-day marketing period for prospective low-income purchasers of the inclusionary units. The marketing period begins upon the issuance of building permits for each inclusionary unit. If a qualified low-income household has not opened escrow, then the home may be marketed for 60 days to median-income households. In the event that an eligible median income buyer has not opened escrow, then the home may be marketed to a moderate-income buyer. In the event no qualified buyers are found, the unit shall no longer be designated as an Inclusionary Unit. At that point, the unit can be sold at market rate.

TLC began construction on the project in 2021 and has pulled 35 building permits, of which 22 have been finaled with an additional 4 in review, leaving a remaining 23 permits to be pulled in Lot D. A total of 17 homes have closed the escrow. The IHA has identified 15 of the 62 units in Lot D as affordable units and two of the ten units in Lot G, as designated affordable units. Of the 15 affordable units in Lot D, three homes have been purchased by median income homebuyers.

The approved Inclusionary Housing Agreement, included an analysis for the sale of a three-bedroom home which assumed a mortgage interest rate of 3.25% and an affordable purchase price of $447,458.67. Since execution of the agreement, interest rates have increased to 6.7% (5.5% at the time of the application submittal request), which has resulted in a reduction in the allowed affordable sales price cap to $323,402 ($367,538.31 at the time of application) for the same three-bedroom home. However, costs to construct each unit have gone up since 2021, creating a significant cost differential for each affordable unit.

This has resulted in a price difference, or loss of -$124,056 as compared to the original assumed affordable purchase price. Added to the increase in interest rates are increases in construction costs, which TLC has indicated makes the original agreement untenable. In comparison to the market rate price for the three-bedroom unit of $517,000, this represents a loss of -$150,000 per unit in the current market (higher for a 7% interest rate as shown in the applicant materials – Attachments 4 and 5).

APPLIES TO AFFORDABLE UNITS (updated interest rate):

Affordable Purchase Price Calculation, Interest Rate Estimate	
# of Bedrooms	3
Assumed # of People in Household	4
Annual Median Income for a Family of 4 at 80% (2022 Income Limits)	$79,300.00
Gross Monthly Income	$6,608.33
Monthly Income for PI Payment	$1,982.50
Interest Rate Assumption	**6.70%**
Term of Mortgage (In Months)	360
Mortgage Income can support	$307,231.93
5% Down payment	$16,170.10
Affordable Purchase Price	**$323,402.03**

Amendment Request Analysis

The City's Affordable Housing Ordinance as well as the Spring Lake Affordable Housing Plan, as amended in 2014, allow the payment of fees in lieu of the construction of units. Fee payments are negotiated through the Development Agreement process and take into account other fees that may be requested, including general purpose fees.

Affordable in-lieu fee payments have provided the City with the ability to have locally generated funds for affordable housing initiatives that do not have the regulatory framework that comes with Federal and State grants and loans. To date, the use of the generated in-lieu fees has been focused on projects that will result in new affordable multi-family housing as well as emergency shelter housing with the goal of assisting in providing housing for those with the greatest need in the community.

As of February 2022, the City had received $4,611,922 in revenue from payment of in-lieu fees and a total of $3,545,461 of in lieu fee revenue was projected. Since 2017, the City has committed $6,327,000 in City fund subsidies, of which $3,513,000 were in-lieu fees. In addition, a land dedication site in Spring Lake was provided in-lieu of building the inclusionary units and is slated to be a lower income senior development. In-lieu allocations to date have resulted in 343 assisted housing units, not including the 100-bed shelter. A significant amount of funding as well as land dedication at no cost to a non-profit developer was allocated to the East Beamer Way project. Additional funds, including CDBG funds, were further allocated to pre-development and construction costs and for the purchase of commercial modular trailers to provide restrooms, showers, laundry, and kitchen for the shelter operations. An additional $500,000 was provided to Chelsea Investment Company to support the Phase I construction of 72 rental units serving low and very low-income individuals.

The applicant followed the required advertising to solicit potential buyers for the affordable units. Three households qualified to purchase an affordable unit at the median price. The marketing interest list currently includes 12 low-income, 4 median-income, and 2 moderate-income households. If necessary, individuals on the interest list will be required to go through a new income determination as the federal income limits for Yolo County were adjusted in June 2022 and June 2023. It also noted that in April 2023, an individual on the interest list that was determined to be a low-income eligible household, successfully purchased an existing home in the City of Woodland with help from the City's down payment and mortgage assistance program.

When the inclusionary units at Revival were initially marketed in March 2022, the mortgage interest rates in Woodland were in the 4% range. Current mortgage interest rates in Woodland are now near 7% which affects a lower income buyer's ability to qualify for a primary mortgage loan. Additional monthly fees from Mello-Roos, special assessments, and home owner associations that are paid by the homeowners have a negative impact on a buyer's debt-to-income ratio calculation.

The City has consulted with Legal Services of Northern California in the evaluation of the proposed request. Both the City and Legal Services agree that due to the cost and fee structure in Spring Lake, payment of fees in lieu of constructing affordable units is a reasonable alternative. This follows the historical approval path for projects entitled since 2015 in Spring Lake. The applicant is asking to be allowed to pay fees in parity with other similar approved projects in Spring Lake.

Legal Services has opined that they feel that, due to higher housing costs in general, the applicant should be required to pay a higher in-lieu fee to address the cost gap than previously required of other developments in Spring Lake. However, staff does not recommend requiring a significantly higher in-lieu fee to this project as compared to others in the Spring Lake area simply because the timing is such that costs have risen. The cost increases are primarily due to factors that are outside of the development entity's control, such as financing and cost of materials, which affect all aspects of the housing market. Adding an increased fee burden will only serve to make market-priced housing more expensive. Therefore, staff recommends a fee that is consistent with other similar projects approved in the Plan area. The fee as proposed is somewhat higher than that proposed by the applicant.

Fee Calculation

In lieu fees are calculated by first determining the affordable unit price subsidy, and then spreading the total cost over all of the units in the subdivision, which is then paid at the time of building permit issuance for each unit. For the Parkside project, a lump sum payment was provided to the city, rather than with each building permit, in order to assist in funding alternative lower income housing projects, including the East Beamer Way site and shelter improvements. In the case of this project, because building has already commenced, a lump sum payment is recommended.

The City's AHP was amended in 2014 to allow for the consideration of in-lieu fees for all projects. There is a formula included in the AHP. However, in 2015, when housing costs were down and interest rates low, the AHP fee calculation formula resulted in little to no fee payment. As a result, at that time, the city developed a fee subsidy that was based upon the amount of city investment required to assist in building an affordable multiple-family unit. The goal was to obtain funds to assist those with the greatest need for housing in the community. From that initial calculation, the fee amount has been increased each year using the CCI index. In addition, in order to encourage higher density single family housing, the city reduced the required fee for higher density single family products. In accordance with the goals of the Specific Plan, the city wishes to encourage a variety of housing options, particularly the small lot product that is considered more affordable by design. Further, the existing R-15 sites in Spring Lake are typically infill situations that have greater design challenges and can experience neighborhood opposition due to higher densities. Unfortunately, the current market has resulted in all housing types being more expensive than imagined even a couple of years before.

The following summarizes the in lieu fee required per affordable unit for similarly zoned R-15 small lot projects in Spring Lake:

- Parkside 3 - $29,100 (2020); $33,697 (2023 adjusted for CCI)
- Ruby Estates - $37,700 (2022); $39,811 (2023 adjusted for CCI)

As a result of the increasing differential in the affordable to market purchase price and in consideration of prior approved in-lieu fee amounts for other for-sale R-15 small lot single family projects in Spring Lake, Staff recommends that TLC be allowed to pay in-lieu fees on the remaining 14 affordable units, which is consistent with the agreements approved in Spring Lake since 2015. In evaluation of the fact that TLC has already built and sold three affordable units at a loss, as well as considering a comparison of fees paid by other similar projects in Spring Lake, staff proposes a fee payment in lieu of constructing and selling new affordable units of $39,000 per affordable unit, resulting in a lump sum fee payment of $546,000. This fee amount is slightly higher than the amount requested by the applicant of $32,000 per affordable unit as provided in the applicant's application materials. Because a number of permits have already been issued for the development, if approved, it is recommended that the applicant shall be responsible for payment of the in-lieu fees in a lump sum 30 days after the second reading of the First Amendment to the Development Agreement 20-02.

Conclusion:

Staff recommends that the Planning Commission:

1) Conduct a public hearing; and 2) recommend to the City Council approval of the requested amendment to the project Development Agreement between TL REVIVAL, L.P, (Tim Lewis Consulting) and the City of Woodland to allow the payment of affordable housing fees in lieu of constructing the remaining required 14 affordable inclusionary housing units.

Prepared by: Cindy Norris, Principal Planner

Attachments:

1. PC Resolution First Amendment to DA 20-02
2. First Amendment to DA 20-02
3. Beeghly R-15 Development Agreement 20-02
4. Applicant Letter - BeeghlyRanch - Tim Lewis Revival
5. TL Application Materials 71323

RESOLUTION NO. PC 23-___

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WOODLAND RECOMMENDING THE CITY COUNCIL APPROVE THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 20-02 BETWEEN THE CITY OF WOODLAND AND TL PARTNERS X, LP FOR THE BEEGHLY RANCH PROJECT IN SPRING LAKE TENTATIVE SUBDIVISION MAP NOS. 5196 (LOT D) 5197 (LOT G)

WHEREAS, CITY and Turn of the Century, LLC ("TOC") previously entered into that certain Development Agreement ("Original Development Agreement") on January 13, 2004, recorded on February 17, 2004, approved by the City Council of the City of Woodland on January 13, 2004, and recorded with the Yolo County Recorder's Office as Document No 204-0008056-00; and

WHEREAS, CITY and CENTEX and WPHI (each a successor in interest to TOC) entered into a First Amendment to Development Agreement, effective January 16, 2015 ("First Amendment"), which First Amendment provided that the Original Development Agreement remained in full force and effect; and

WHEREAS, Turn of the Century, LLC subsequently transferred its property interests, and associated agreements, to Tim Lewis Communities, TL Revival L.P (OWNER). OWNER now owns that certain real property with Yolo County Assessor's Parcel Numbers 042-574-001 and 042-561-015 (the "Property"); and

WHEREAS, The Amended and Restated Development Agreement 20-02 (hereinafter "Agreement") was approved 20th day of October, 2020, by and between the City of Woodland, California, a California municipal corporation ("CITY"), and TL Partners X L.P., a California limited partnership ("OWNER"),and tentative Subdivision Maps 5196 and 5197; and

WHEREAS, the OWNER submitted an application to request an amendment to Development Agreement 20-02 to allow the payment of fees for the fulfillment of inclusionary housing requirements outlined in the Development Agreement 20-02 (recorded 2-19-2021) and the Inclusionary Housing Agreement, dated 5-25-2021 (recorded 6-23-2021); and

WHEREAS, Section 4.8 of the project Development Agreement states that, OWNER and CITY agree that this Project requires seventeen (17) R-15 low-income single-family units to be constructed and shall not be subject to the payment of in-lieu fees in the event that the affordable units are not sold as affordable units; and

WHEREAS, since the project was approved on October 20, 2020, there have been significant changes in the housing market including increases in interest rates and increases in construction costs which have resulted in a situation where the cost burden to support the construction of the affordable units far exceeds the cost that would have been borne by paying in-lieu fees initially; and

WHEREAS, the Woodland Planning Commission held a duly noticed public hearing on July 20, 2023, to review and consider recommending to the City Council approval of the proposed Beeghly Ranch Lot D and Lot G Project Development Agreement Amendment to allow the OWNER to pay fees in-lieu of constructing the remaining 14 affordable inclusionary units; and

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

WHEREAS, the proposed request does not constitute a project pursuant to Government Code Section 15061 as there is no change to the physical development other than the administrative determination regarding the payment of affordability. The previously approved project is consistent with the Spring Lake Specific Plan Environmental Impact Report (SCH #99022069, Turn of the Century EIR) certified on August 15, 2000 as amended; and

WHEREAS, the Planning Commission has determined that the proposal is in conformance with the goals and intent of the Spring Lake Affordable Housing Plan and in conformance with the Woodland General Plan; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Woodland, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby make the following findings, determinations, and recommendations with respect to the proposed First Amendment to Development Agreement 20-02 for the Beeghly Ranch development project Tentative Subdivision Map 5196 (Lot D) 5197 (Lot G), to allow the payment of in-lieu fees for the remaining 14 affordable units:

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

1. General Plan Consistency Findings:

    a. The project is consistent with the Medium Density land use designation which allows density between 8.1- 19.9 dwelling units per acre.

    b. Overall The Project is consistent with the goals and policies of the General Plan in providing infill development.

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.

2. Spring Lake Specific Plan Consistency Findings:

   a. The Project as conditioned is consistent with the SLSP design standards and SLSP Affordable Housing Plan.

3. The Planning Commission does hereby recommend that the City Council:

   a. approve the First Amendment to Development Agreement 20-02 between the City of Woodland and TL Partners X, L.P., to amend Section 4.8 of the Development Agreement 20-02 to allow for the payment of fees in lieu of constructing affordable housing as follows:

   ~~b.~~ Amendment to Section 4.8 regarding Affordable Housing: OWNER and CITY agree that this Project requires seventeen (17) R-15 low-income single-family units**. Three (3) units shall be sold to qualifying households. Fees in Lieu of constructing shall be paid for the remaining 14 units at an amount of $39,000 per affordable unit, totaling $546,000 to be paid in a lump sum no later than 30 days after the second reading of the Development Agreement Amendment Ordinance.** ~~to be constructed and shall not be subject to the payment of in-lieu fees in the event that the affordable units are not sold as affordable units~~.

PASSED AND ADOPTED by the Planning Commission of the City of Woodland at a regular meeting of the Planning Commission held on the July 20, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

____
Marco C. Lizarraga, Chairperson

ATTEST:

____
Cindy Norris, Principal Planner

Exhibit 3 – First Amendment to Development Agreement 20-02

-DRAFT-

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN CITY OF WOODLAND AND TL REVIVAL L.P.

This First Amendment to Development Agreement 20-02 ("First Amendment") is entered into this __th day of ____, by and between the City of Woodland, a California municipal corporation (hereinafter "CITY") and TL REVIVAL, L.P., a California limited partnership ("OWNER"). City and Owner shall individually be referred to herein as a "party" and together as the "parties."

RECITALS

WHEREAS, this Amended and Restated Development Agreement 20-02 (hereinafter "Agreement") was entered into as of this 20th day of October, 2020, by and between the City of Woodland, California, a California municipal corporation ("CITY"), and TL Partners X L.P., a California limited partnership ("OWNER"), each of whom shall be referred to as a "party" and together as the "parties."
and

WHEREAS, OWNER is the successor in interest to TL Partners X L.P; and

WHEREAS, OWNER has provided evidence satisfactory to CITY of Owner's ownership of the property that is the subject of this First Amendment, and

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

WHEREAS, the OWNER has requested to amend Section 4.8 of Development Agreement 20-02 in order to pay fees in lieu of constructing the remaining 14 required affordable housing units. Of the 17 originally required affordable units, the OWNER has sold three units to qualified affordable households.

WHEREAS, all of the procedures of the California Environmental Quality Act have been met with respect to the Agreement and the changes to the Project pursuant to this Amendment, with the Woodland City Council's certification of the Environmental Impact Report for the Spring Lake Specific Plan (Turn of the Century EIR, SCH #99022069, August 15, 2000) and adoption of addenda to the Turn of the Century EIR; and

WHEREAS, the City Council finds that this Amendment and the Project are consistent with the Woodland General Plan and the Spring Lake Specific Plan; and

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

WHEREAS, on July 19, 2023, the City Planning Commission, designated by Woodland Municipal Code Section 2-7-16 as the planning agency for purposes of development agreement review pursuant to Government Code Section 65867, in a duly noticed public hearing, considered this First Amendment and recommended………………………; and

WHEREAS, following consideration of the aforementioned, the City Council held a noticed public hearing on ………, to consider the requested amendment to Section 4.8 to allow the payment of fees in lieu of constructing and selling 14 affordable units which is the subject of this First Amendment.

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

1. Amendment to Section 2.7. The addresses provided in Section 2.7 of the Agreement are hereby amended to read as follows:

If to CITY:	Ken Hiatt, City Manager City of Woodland 300 First Street Woodland, CA 95695
With a copy to:	Ethan Walsh Best Best & Krieger LLP 500 Capitol Mall, Suite 1700 Sacramento, CA 95814
If to OWNER:	TL Revial, L.P c/o Tim Lewis Communities/Reed Onate, Forward Planning Director 3500 Douglas Boulevard, Suite 270 Roseville, CA 95661

2. Amendment to Section 4.8 regarding Affordable Housing. Section 4.8 amended to read as follows:

4.8 Affordable Housing. CITY and OWNER agree that this Project requires seventeen (17) R-15 low-income single-family units. **Three (3) units shall be sold to qualifying households. Fees in Lieu of constructing shall be paid for the remaining 14 units at an amount of $39,000 per affordable unit, totaling $546,000 to be paid in a lump sum no later than 30 days after the second reading of the Development Agreement Amendment Ordinance.** ~~to be constructed and shall not be subject to the payment of in-lieu fees in the event that the affordable units are not sold as affordable units~~.

3. General Provisions.

a. Counterparts. This First Amendment may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

b. Waiver. No waiver of any provision of this First Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

c. Governing Law. The validity and interpretation of this First Amendment shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

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

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

f. Integration. This First Amendment, together with the Agreement, reflects the complete understanding of the parties with respect to the subject matter hereof. Except as expressly modified by this First Amendment, the provisions of the Agreement shall govern the conduct of the parties. No testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this First Amendment. To the extent this First Amendment conflicts with the Agreement, this First Amendment supersedes such previous document. In all other respects, the parties reaffirm and ratify all other provisions of the Agreement.

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

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

4. Effective Date. The City Council, following a duly noticed public hearing, has authorized the execution of this First Amendment by its City Manager and attestation by its City Clerk pursuant to the authority of Ordinance No.1579 (the "Adopting Ordinance") adopted by the City Council of the City of Woodland on ……….. This First Amendment shall be effective upon the later of thirty (30) days after the adoption of the Ordinance or full execution of this First Amendment by the parties hereto.

5. Memorandum. The City Clerk shall record a Memorandum of this First Amendment in the Official Records of Yolo County within ten days following the Amendment Effective Date.

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

CITY:

By: ____________________
Its: ____________________

Attest:

____
Ana B. Gonzalez, City Clerk

Approved as to Form:

____
Best Best & Krieger LLP, City Attorney

OWNER:

By: ______________________
Name: ____________________
Its: ______________________

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

LEGAL DESCRIPTION

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

PARCEL 1:

LOT D AS SHOWN ON THE MAP ENTITLED "SUBDIVISION NO. 4793, BEEGHLY RANCH" FILED APRIL 5, 2007 IN BOOK 2007 OF MAPS, PAGE 45, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM ALL INTEREST IN AND TO ALL MINERALS, MINERAL DEPOSITS AND NATURAL RESOURCES, INCLUDING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW A DEPTH OF FIVE HUNDRED (500) FEET, WITHOUT RIGHT OF SURFACE ENTRY OR ENTRY INTO FIVE HUNDRED (500) FEET BELOW THE SURFACE OF THE LAND, AND ALL OF THE RIGHTS OF OWNERSHIP THERETO, AS RESERVED IN THE GRANT DEED FROM TURN OF THE CENTURY, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED MARCH 3, 2005, AS INSTRUMENT NO. 2005-0010069.

PARCEL 2:

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, BEING PARCEL 2 OF THAT CERTAIN LOT LINE ADJUSTMENT, RECORDED ON SEPTEMBER 27, 2007 AS DOCUMENT NO. 2007-0033700-00, YOLO COUNTY OFFICIAL RECORDS AND LOT G OF BEEGHLY RANCH SUBDIVISION, FILED IN BOOK 2007 OF MAPS AT PAGE 45 IN THE OFFICE OF THE YOLO COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT G

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT G, SAID POINT FALLING ON THE EASTERLY RIGHT-OF-WAY OF PARKLAND AVENUE; THENCE THE FOLLOWING NINE (9) COURSES:

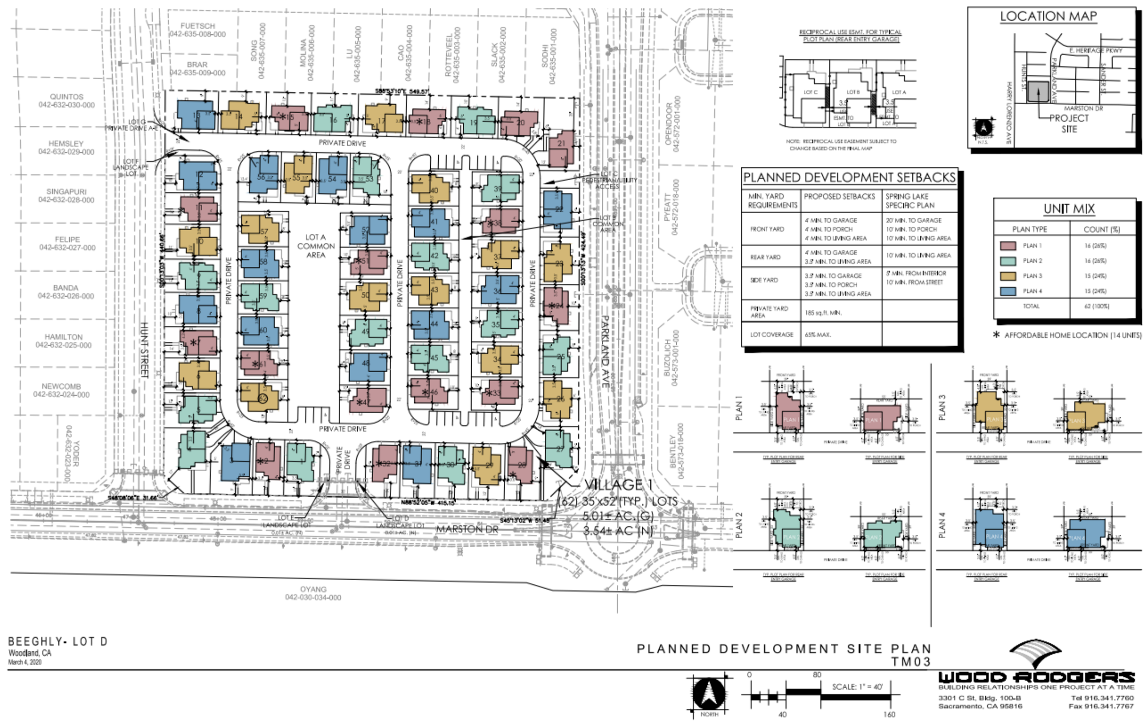
1) ALONG SAID EASTERLY RIGHT-OF-WAY OF PARKLAND AVENUE, ALONG THE ARC OF A 740.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21°34'56" A DISTANCE OF 278.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 14°53'37" EAST, 277.29 FEET;
2) THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY, NORTH 23°58'07" EAST, 0.51 FEET;
3) THENCE NORTH 64°34'55" EAST, 37.68 FEET;
4) THENCE SOUTH 62°27'01" EAST, 17.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HERITAGE PARKWAY;
5) THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, ALONG THE ARC OF A 869.50 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 5°45'00" A DISTANCE OF 87.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 64°29'10" EAST, 87.22 FEET;
6) THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 08°17'26" WEST, 134.38 FEET;
7) THENCE ALONG THE ARC OF A 91.00 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 75°22'55" A DISTANCE OF 119.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 23°17'26" WEST, 111.28 FEET;
8) THENCE ALONG THE ARC OF A 31.00 FOOT RADIUS, TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 26°41'27" A DISTANCE OF 14.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 01°03'17" EAST, 14.31 FEET;
9) THENCE NORTH 85°40'12" WEST, 136.58 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM LOT G, ALL INTEREST IN AND TO ALL MINERALS, MINERAL DEPOSITS AND NATURAL RESOURCES, INCLUDING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW A DEPTH OF FIVE HUNDRED (500) FEET, WITHOUT RIGHT OF SURFACE ENTRY OR ENTRY INTO FIVE HUNDRED (500) FEET BELOW THE SURFACE OF THE LAND, AND ALL OF THE RIGHTS OF OWNERSHIP THERETO AS RESERVED IN THE GRANT DEED FROM TURN OF THE CENTURY, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED MARCH 3, 2005, AS INSTRUMENT NO. 2005-0010069.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT RECORDED MAY 20, 2015 AS INSTRUMENT NO. 2015-0013659 OF OFFICIAL RECORDS.

APN: 042-574-001-000 (PARCEL 1) and 042-561-015-000 (PARCEL 2)

EXHIBIT B
MAP OF PROPERTY AND ITS LOCATION



82093.0018B\9531785.7

EXHIBIT C

Amended and Restated Development Agreement 20-02

2021-0006688

Jesse Salinas
Yolo County - Clerk/Recorder
02/19/2021 09:40 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

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. [20-02]

BEEGHLY R-15

AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN

CITY OF WOODLAND

and

TL Partners X L.P.

BN 40293537v6
82093.0018A\33171391.5

AMENDED AND RESTATED DEVELOPMENT AGREEMENT NO. [20-02]
BEEGHLY RANCH LOT D AND LOT G
Tentative Map Nos 5196 and 5197

This Amended and Restated Development Agreement (hereinafter "Agreement") is entered into as of this 20th day of October, 2020, by and between the City of Woodland, California, a California municipal corporation ("CITY"), and TL Partners X L.P., a California limited partnership ("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 ("TOC") previously entered into that certain Development Agreement ("Original Development Agreement") on January 13, 2004, recorded on February 17, 2004, approved by the City Council of the City of Woodland on January 13, 2004, and recorded with the Yolo County Recorder's Office as Document No 204-0008056-00; and

WHEREAS, CITY and TOC, HTW West Ventures LLC and Russel Ranch Development, Inc., entered into an Affordable Housing Land Dedication Agreement on April 19, 2005, to accept dedication of land on the parcel at the southwest corner of Meikel Avenue and Farmers Central Road, which satisfied the very low income affordable housing requirement for the Beeghly Ranch R-15 property; and

WHEREAS, CITY and CENTEX and WPHI (each a successor in interest to TOC) entered into a First Amendment to Development Agreement, effective January 16, 2015 ("First Amendment"), which First Amendment provided that the Original Development Agreement remained in full force and effect; 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 042-574-001 and 042-561-015 (the "Property"); and

WHEREAS, this Agreement hereby replaces in its entirety the Original Development Agreement as amended by the First Amendment with respect to the Property 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 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 "2020 Development Approvals" means the Tentative Map and Planned Development rezoning and conditional use permit for the R-15 zoning and all other permits and other entitlements for use to implement the Project.

1.1.2 "Agreement" means this Amended and Restated Development Agreement.

1.1.3 "CITY" means the City of Woodland, a California municipal corporation.

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

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

1.1.6 "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.

1.1.7 "Development Approvals" means the 2020 Development Approvals.

1.1.8 "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.

1.1.9 "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).

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

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

1.1.12 "First Amendment" means the First Amendment to the Original Development Agreement, entered into on December 16, 2014, by CITY and Centex Homes, and Western Pacific Holdings, Inc., successors in interest to Turn of the Century, LLC, and predecessors in interest to OWNER.

1.1.13 "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.

1.1.14 "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.

1.1.15 "Original Development Agreement" means the development agreement entered into between CITY and Turn of the Century, LLC, OWNER's predecessor in interest, on February 17, 2004. The Original Development Agreement vested OWNER's right to develop the Project consistent with the specified laws and regulations.

1.1.16 "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.

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

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

1.1.19 "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 3.4 of this Agreement.

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

Exhibit "A" – Legal Description of the Property

Exhibit "B" – Map showing Property and its location

Exhibit "C" – Development Plans, Tentative Map, Site Plan, Landscape Plan, Architectural Renderings

Exhibit "D" – Conditions of Approval

Exhibit "E" – Development Impact Fees

Exhibit "F" – Existing Land Use Regulations

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 "Term"), unless this term is modified or extended pursuant to the provisions of this Agreement. OWNER 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, due to the expiration of the Agreement, 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 in accordance with the Tentative Map.

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

2.7 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 have 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 OWNER's rights or obligations under any of the Development Approvals applicable to the remainder of the Project at the Property.

2.8 Notices.

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

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

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

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

If to OWNER:
TL Partners X LP
3500 Douglas Boulevard, "Suite 270
Roseville, CA 95661
Attn: Tim Lewis
Telephone: 916-787-3420

(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.

2.9 Termination of Original Development Agreement. As related to the Property only, this Agreement replaces and supersedes the Original Development Agreement adopted on January 13, 2004 by the City Council of the City of Woodland, as it was amended by the First Amendment. As of the effective date of the ordinance adopting this Agreement, this Agreement replaces and supersedes the Original Development Agreement as subsequently amended by the First Amendment.

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 vests the right to develop Tentative Subdivision Map #5196 and 5197, which includes the 5.01 acre R-15 site and 0.9 acre R-15 site shown in Exhibit B and Exhibit C, resulting in 72 single family lots (units) contingent upon City Council approval of the final subdivision map for the Property.

3.2 Fair Share Reimbursement for Non-Participating Parties. This Project may be subject to reimbursement requirements for adjacent infrastructure improvements, outside of SLIF related fees, that were constructed through previous agreement with third party developers.

3.3 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 set forth in Section 3.4 to the extent allowed by law. 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 in furtherance of the Project Approvals.

3.4 Reservation of Rights.

3.4.1 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 this Agreement and the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with this Agreement and 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.

3.4.2 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 to the extent that they do not materially conflict with this Agreement.

3.4.3 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.

3.4.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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 that this Section 3.9 conflicts with Section 66462.5 of the Subdivision Map Act, this section will control.

3.10 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 exceed 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").

3.11 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.

3.12 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 and 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 and 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 set forth in Exhibit "E" shall be charged to the Project. Exhibit "E" includes the updated SLIF adopted by CITY consistent with state constitutional and statutory requirements.

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 3.10

4.2.4 Future Development Impact Fees; Increases. The Parties hereby agree that, in addition to the Development Impact Fees included in Exhibit "E," 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 any remaining portion of the Project and Property to be developed, notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit "E" or any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.2.4 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section 4.2.2 hereof.

4.3 Agricultural Conservation Easements. CITY has established specific criteria for agricultural conservation easements, as provided in the TOC EIR for Spring Lake and the 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 for the Project, as set forth in the conditions of approval, 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 Inclusionary Housing Agreement. Prior to submittal of any final map and improvement plan package to CITY, OWNER and CITY shall enter into an Inclusionary Housing Agreement consistent with the Spring Lake Specific Plan Affordable Housing Plan and this Agreement.

4.8 Affordable Housing. CITY and OWNER agree that this Project requires seventeen (17) R-15 low-income single-family units to be constructed and shall not be subject to the payment of in-lieu fees in the event that the affordable units are not sold as affordable units.

4.9 Financing Plan Cost Estimates. Notwithstanding any fee amounts listed in Exhibit "D," OWNER acknowledges and agrees that the cost estimates contained in the Spring Lake Specific Plan Financing Plan and Capital Improvement Plan (CIP) are estimates only, and that OWNER shall pay its fair share of the costs of improvements and amenities identified in the Financing Plan and in amounts justified by an AB 1600 Nexus Study.

4.10 Infrastructure and Improvements. Prior to receiving a building permit for the Project, OWNER shall either have: (i) applied for and received a subdivision map for the Property, 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.

4.11 Right of Way. OWNER shall obtain all necessary rights of way for public improvements prior to final map in accordance with the 2020 Development Approvals and Section 3.9 of this Agreement.

4.12 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.

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Owner's Initials

4.13 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 2019 AMR fee is $216 per meter.

4.15 SR113 and 25A Interchange. OWNER acknowledges that the interim upgrade of the State Route 113 ("SR 113") 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 SR 113 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 SR 113 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. Onsite 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. Outside onsite, parking spaces shall not be used for regular parking of household vehicles or storage of RVs or boats. First and second vehicles of a household shall park in the household's garage. HOA rules shall require the Board to cooperate with the City in addressing neighborhood traffic complaints.

5. FINANCING OF PUBLIC IMPROVEMENTS.

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

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. 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, subject to OWNER's opportunity to cure its default as provided in Section 7.3. 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 such intention. 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 as is reasonably necessary to inform OWNER of the nature of the proceeding.

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

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.

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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.

8.7 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.

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Owner's Initials

8.8 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 "E" 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
TL PARTNERS X LP

By: Jay Timothy Lewis
Its: President

Dated: 1/8/2021

CITY
CITY OF WOODLAND,
a California municipal corporation

By: ______________________
Ken Hiatt
City Manager
Dated: ~~1/14/21~~ 2/17/21

ATTEST:

By: ______________________
Ana Gonzalez
City Clerk

APPROVED AS TO LEGAL FORM:
BEST BEST & KRIEGER LLP

____
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Placer

On January 8, 2021 before me, Lisa L. Shearon, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Jay Timothy Lewis
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

LISA L. SHEARON
Notary Public - California
Placer County
Commission # 2267105
My Comm. Expires Nov 16, 2022

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Lisa L. Shearon
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ______

Document Date: ______ Number of Pages: ______

Signer(s) Other Than Named Above: ______

Capacity(ies) Claimed by Signer(s)

Signer's Name: ______
☐ Corporate Officer – Title(s): ______
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: ______
Signer is Representing: ______

Signer's Name: ______
☐ Corporate Officer – Title(s): ______
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator
☐ Other: ______
Signer is Representing: ______

NOTARY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
)ss.
COUNTY OF YOLO)

On February 17, 2021, before me, ANA B. GONZALEZ, Notary Public, personally appeared Ken Hiatt, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

ANA B. GONZALEZ
COMM. #2238442
Notary Public - California
Yolo County
My Comm. Expires May 14, 2022

Signature ______________________

My commission expires May 14, 2022
Notary Commission No. 2238442

EXHIBIT "A"

(Legal Description of the Property)

LEGAL DESCRIPTION

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

PARCEL 1:

LOT D AS SHOWN ON THE MAP ENTITLED "SUBDIVISION NO. 4793, BEEGHLY RANCH" FILED APRIL 5, 2007 IN BOOK 2007 OF MAPS, PAGE 45, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM ALL INTEREST IN AND TO ALL MINERALS, MINERAL DEPOSITS AND NATURAL RESOURCES, INCLUDING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW A DEPTH OF FIVE HUNDRED (500) FEET, WITHOUT RIGHT OF SURFACE ENTRY OR ENTRY INTO FIVE HUNDRED (500) FEET BELOW THE SURFACE OF THE LAND, AND ALL OF THE RIGHTS OF OWNERSHIP THERETO, AS RESERVED IN THE GRANT DEED FROM TURN OF THE CENTURY, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED MARCH 3, 2005, AS INSTRUMENT NO. 2005-0010069.

PARCEL 2:

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF WOODLAND, COUNTY OF YOLO, STATE OF CALIFORNIA, BEING PARCEL 2 OF THAT CERTAIN LOT LINE ADJUSTMENT, RECORDED ON SEPTEMBER 27, 2007 AS DOCUMENT NO. 2007-0033700-00, YOLO COUNTY OFFICIAL RECORDS AND LOT G OF BEEGHLY RANCH SUBDIVISION, FILED IN BOOK 2007 OF MAPS AT PAGE 45 IN THE OFFICE OF THE YOLO COUNTY RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT G

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT G, SAID POINT FALLING ON THE EASTERLY RIGHT-OF-WAY OF PARKLAND AVENUE; THENCE THE FOLLOWING NINE (9) COURSES:

1) ALONG SAID EASTERLY RIGHT-OF-WAY OF PARKLAND AVENUE, ALONG THE ARC OF A 740.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21°34'56" A DISTANCE OF 278.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 14°53'37" EAST, 277.29 FEET;
2) THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY, NORTH 23°58'07" EAST, 0.51 FEET;
3) THENCE NORTH 64°34'55" EAST, 37.68 FEET;
4) THENCE SOUTH 62°27'01" EAST, 17.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HERITAGE PARKWAY;
5) THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, ALONG THE ARC OF A 869.50 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 5°45'00" A DISTANCE OF 87.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 64°29'10" EAST, 87.22 FEET;
6) THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 08°17'26" WEST, 134.38 FEET;
7) THENCE ALONG THE ARC OF A 91.00 FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 75°22'55" A DISTANCE OF 119.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 23°17'26" WEST, 111.28 FEET;
8) THENCE ALONG THE ARC OF A 31.00 FOOT RADIUS, TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 26°41'27" A
DISTANCE OF 14.44 FEET, SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 01°03'17" EAST, 14.31 FEET;
9) THENCE NORTH 85°40'12" WEST, 136.58 FEET TO THE POINT OF BEGINNING;

EXCEPTING THEREFROM LOT G, ALL INTEREST IN AND TO ALL MINERALS, MINERAL DEPOSITS AND NATURAL RESOURCES, INCLUDING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND BELOW A DEPTH OF FIVE HUNDRED (500) FEET, WITHOUT RIGHT OF SURFACE

ENTRY OR ENTRY INTO FIVE HUNDRED (500) FEET BELOW THE SURFACE OF THE LAND, AND ALL OF THE RIGHTS OF OWNERSHIP THERETO AS RESERVED IN THE GRANT DEED FROM TURN OF THE CENTURY, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED MARCH 3, 2005, AS INSTRUMENT NO. 2005-0010069.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN CERTIFICATE APPROVING A LOT LINE ADJUSTMENT RECORDED MAY 20, 2015 AS INSTRUMENT NO. 2015-0013659 OF OFFICIAL RECORDS.

APN: 042-574-001-000 (PARCEL 1) and 042-561-015-000 (PARCEL 2)

EXHIBIT "B"

(Map of the Property Lot D and Lot G)

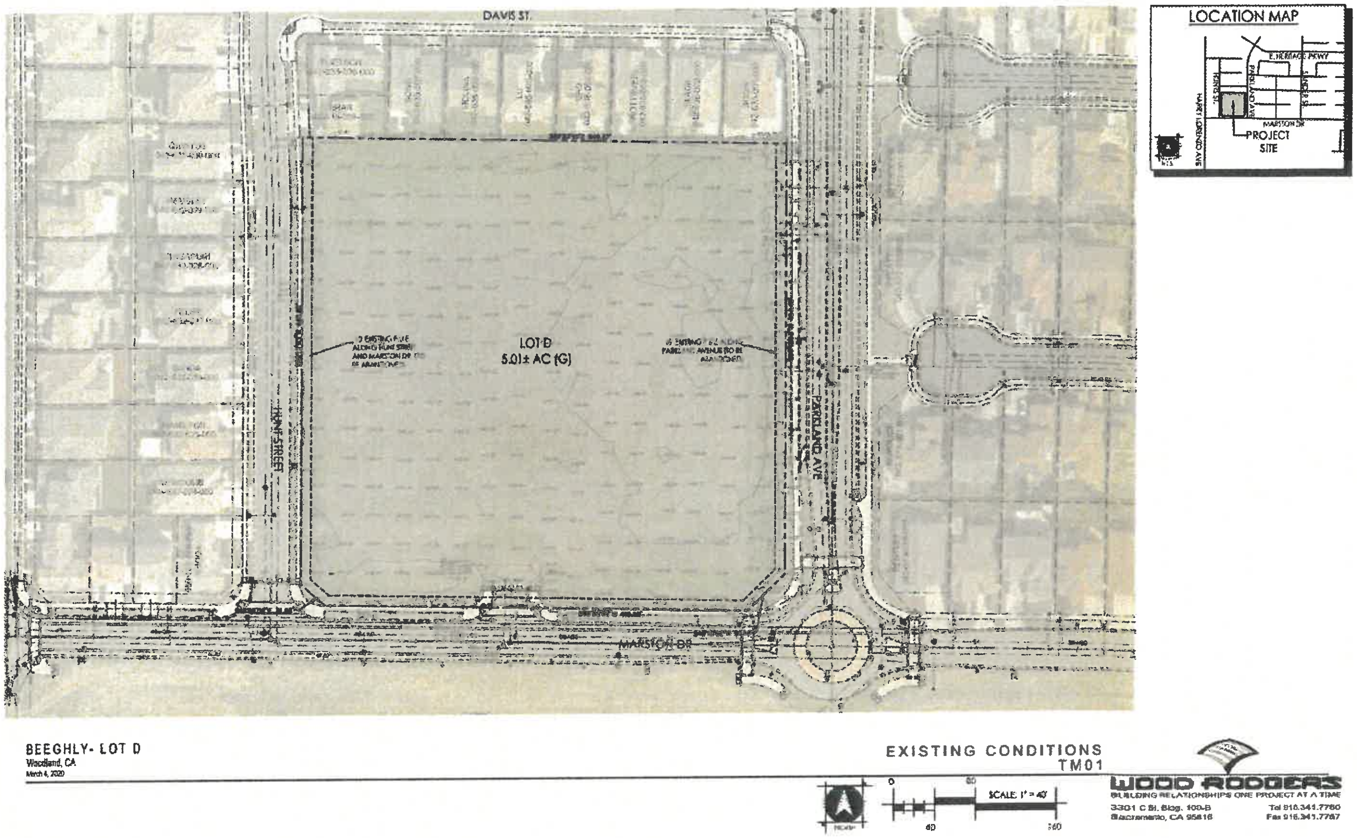

Exhibit B

BN 40293537v6
82093.0018A\33171391.5

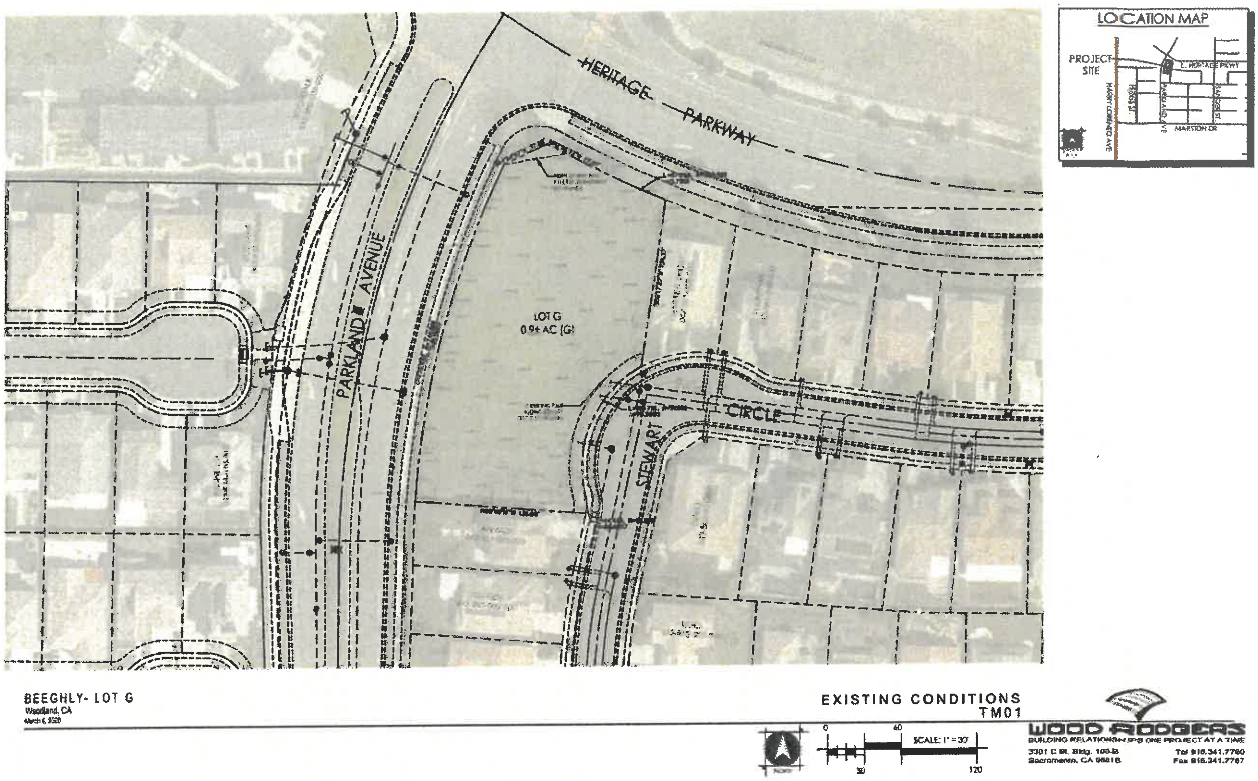

Exhibit B

BN 40293537v6
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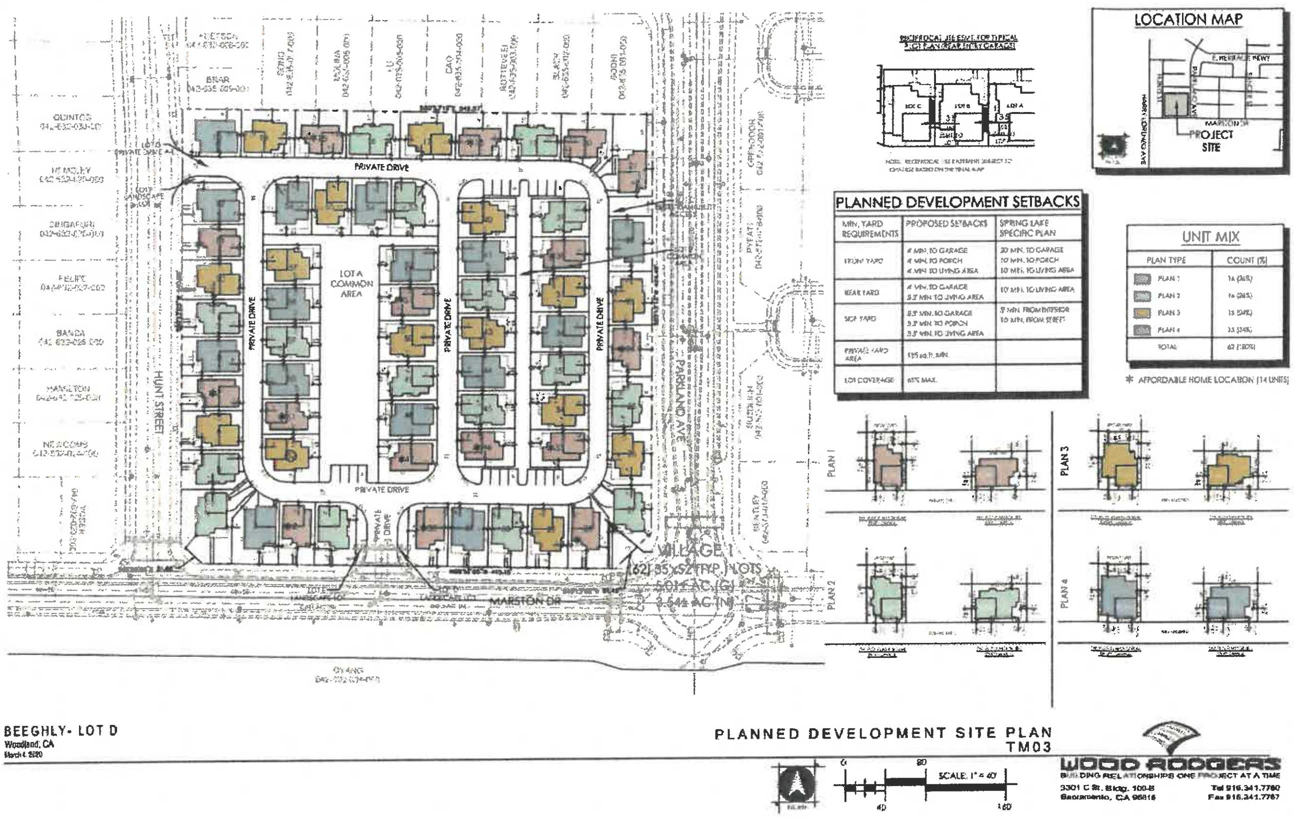
EXHIBIT "C"

(Development Plan Lot D and Lot G)



Planned Develoment Site Plan - Lot D

Exhibit C

BN 40293537v6
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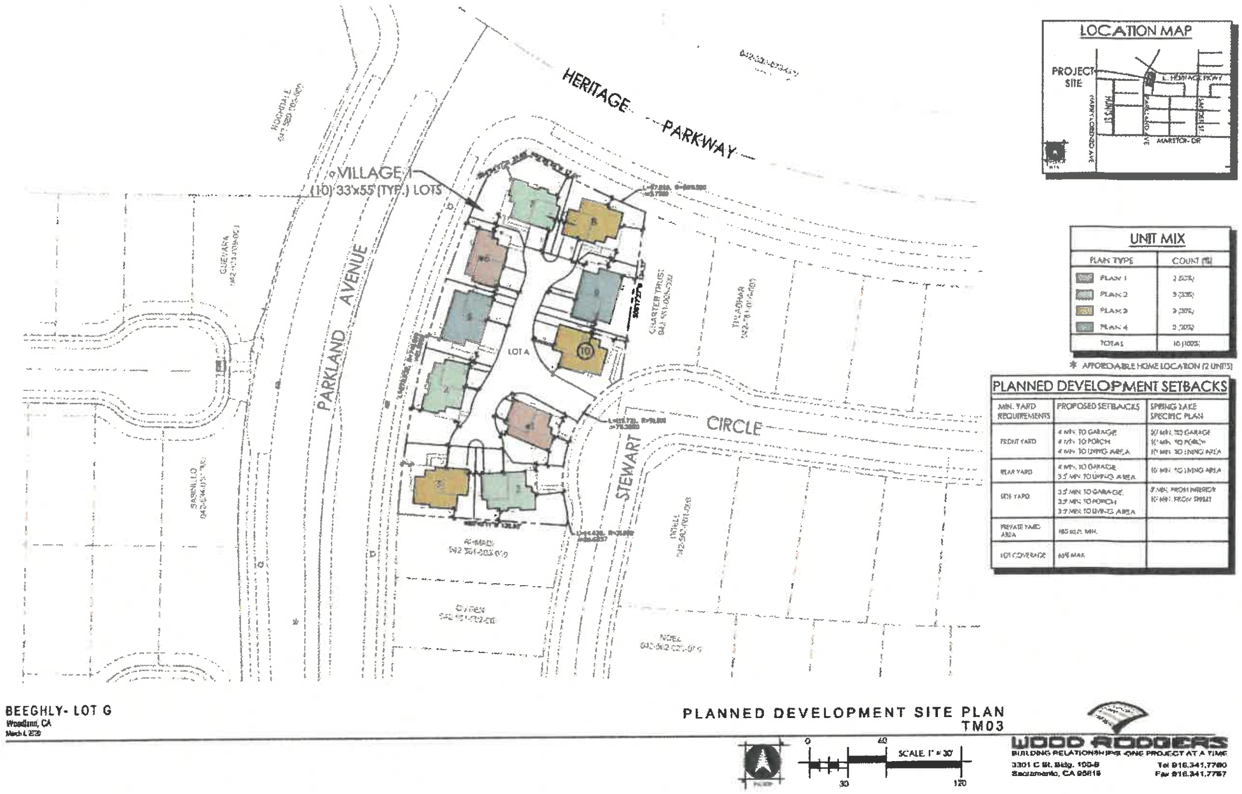


Planned Development Site Plan Lot G
(As amended per the conditions of approval)

Exhibit C

BN 40293537v6
82093.0018A\33171391.5

EXHIBIT D
BEEGHLY RANCH
PROJECT CONDITIONS OF APPROVAL
LOT D AND LOT G
TSM NOS. 5196 AND 5197
10.20.20

GENERAL CONDITIONS

1. Project Approval. The Beeghly Ranch R-15 project (Lot D and Lot G) shall be substantially (as determined by the City) developed as depicted on the maps and exhibits included in the October 6, 2020 City Council staff report, as approved by City Council, for the Beeghly Ranch Lot D and G project as proposed by the applicant TL Partners X LP, except as modified by these conditions of approval. The Project approval includes a, Zoning Amendment, Planned Development Overlay, Conditional Use Permit, Site Plan, Design Review, Tentative Maps 5196 and 5197, and an amended and restated Development Agreement.

2. Development Agreement. The Development Agreement between the City of Woodland and TL Partners X LP, as approved by City Council on (Month) (Day), 2020, is 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 Spring Lake 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. Informing Agencies & Subcontractors. Secure approval and satisfy applicable 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.

6. 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.

7. 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 Formation documents 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. 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.

8. 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 operating 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.

9. 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.

10. Affordable Housing. The project is responsible for providing 17 low-income affordable units. Prior to approving the final map, the applicant and City shall enter into an Inclusionary Housing Agreement as required by the Spring Lake Affordable Housing Plan consistent with the terms for providing affordable housing set forth in the project Development Agreement Section 4.8.

11. Fair Share Cost. The applicant agrees to fund on a fair share basis, as determined by the City of Woodland nexus study, public facilities, services, and improvements including transit capital and operating costs, design and construction of transit stops, fire station construction and operations (Spring Lake Development Regulations 4.7.3, 4.9.5, 6.22 and 6.23), police operations (Development Regulations 6.30 and 6.31), park development (Development Regulation 5.6), greenbelts/pathways/trails (Development Regulation 5.28), and library services (Development Regulation 6.42 and 6.43) pursuant to Development Regulation 2.7 (Fair Share fees and Financing).

12. Backbone Infrastructure. Prior to occupancy within any subdivision, necessary backbone infrastructure and services to serve the subdivision, as determined by the City of Woodland, must be in place, and adequate fire service must be demonstrated, pursuant to Spring Lake Development Regulation 2.8 (Infrastructure and service availability), 4.4 through 4.7 (roadway improvements), 6.24 and 6.25 (fire station).

13. Funding Public Services. Prior to issuance of a building permit, the funding of public services shall be addressed pursuant to Spring Lake Development Regulations 2.7, 6.23 and 6.37.

Community Development

14. 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.

15. Design Review. The site shall be developed and maintained in accordance with the approved plans as part of the Beeghly R-15 Project for lots D and G, 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.

16. Requirements of all Agencies. The applicant shall secure approval and satisfy requirements of all agencies with jurisdiction prior to operating.

17. 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.

18. Setbacks and Lot Standards/Planned Development Standards. Setbacks and other area requirements for all homes and related structures shall be consistent with the requirements of Table 2.4 (as amended) of the Spring Lake Specific Plan and the approved Planned Development standards as provided in the City Council Resolution approving the Tentative Subdivision Map, Conditional Use Permit and Planned Development.

19. Lot D North Boundary Setback. The applicant shall revise the plans as necessary to provide a minimum 10 foot setback for units along the north property boundary. The Planned Development Map and standards shall be modified accordingly prior to issuance of the first building permit.

20. Driveway Entrances. Textured, colored, stamped concrete design or a similar design shall be provided at the primary driveway entrances behind the sidewalk and shall be a minimum 10-feet in width.

21. 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 meets all measures as outlined in the Climate Action Plan checklist. Verification will be required prior to issuance of building permits.

22. Photovoltaic Panels. The project shall \meet all State and Energy Code requirements.

23. Pigeon Proofing. All roof top mounted solar installations shall have Pigeon screens installed prior to certificate of occupancy.

24. 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 State 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.

25. Trash and Recycling Container Storage. All future development shall meet the requirements for trash and recycling container storage as provided in Design Standard 2.8. Information shall be provided on plans prior to issuance of building permits.

26. 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, buildings, accessory structures, parking lot light poles, property lines and other pertinent site plan features.

    d. Planting and installation details and notes including soil amendments. A soil fertility test shall be prepared prior to approval of plans to determine planting and amendment requirements.

    e. Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow controller and water meter devices identified.

    f. Any additional information and specifications as required by the State's Water Efficient Landscape Ordinance for residential landscapes.

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

28. Parking and Traffic Calming for Lot G. Applicant shall provide additional on-site parking as well as traffic calming as appropriate for Lot G subject to the review and approval of the Community Development Director.

29. Tree Planting. All trees shall be planted and staked with Reddy stakes (or equivalent) in accordance with city standards.

30. Shade Tree Planting. Owner shall endeavor to plant larger canopy shade trees adjacent to uncovered parking stalls.

31. 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.

32. Tree and Utility Planting Plan. Due to the smaller lots, utilities shall be carefully located in order to allow to the extent possible 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.

33. Public Landscaping. Landscaping design, materials, installation and maintenance in roadways, medians, greenbelts, subdivision trails, and other public areas shall be consistent with applicable City requirements. Landscaping shall satisfy and fully implement Development Regulations 2.15.1 and 4.16 (Tree Canopy), 2.22 (Drought –tolerant plantings), 4.17 (Timing of landscaping), 4.17.1 (landscaping at intersections), 4.18 and 4.19 (bikeway and landscaping) and 7.13 (public landscaping).

34. 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 Spring Lake Development Regulation 2.11 (Utilities), 2.13 (connectivity), 2.21 (utility facilities) and 6.17 through 6.19 (general utility requirements).

35. Light Pole Location. Light poles shall not conflict with planting or shade trees throughout the site. OWNER shall submit plans for review and approval prior to issuance of final map. Street lights proposed for the interior of the project will have a unique design separate from Spring Lake and will be LED with upper dark sky compliant shielding.

36. 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.

37. 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.

38. Fencing Plan. Prior to issuance of building permits submit a final fencing plan shall be submitted 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. Fencing plan shall demonstrate adequate fencing design along property lines that abut existing homes. Fencing along property boundaries shall be six-feet in height as measured from pad grade elevation on the highest side.

39. Privacy Perimeter Walls along Pioneer/Parkland Avenue. Masonry privacy wall along Pioneer Parkland shall be consistent in design and material with existing walls on Pioneer/Parkland Avenue and the existing wall design directly north of the project site. The design, including location, height, materials, and color shall be reviewed for consistency prior to the issuance of the first building permit. Sound wall, landscaping and construction of the public improvements shall occur concurrently with adjacent development.

40. Entry Signs. One entryway sign shall be provided at adjacent to a project entry for LOT D. A design specification for these signs shall be prepared for review as part of the landscape plans with public improvements and approval by the Community Development and City Engineer prior to acceptance of the final map.

41. Stucco Texture. A light sand finish stucco texture shall be utilized on all homes and window trim (no lace texture).

42. Pigeon Screens. Prior to Certificate of Occupancy, applicant shall install pigeon proof screens around all roof-top solar installations.

MITIGATION MEASURES

43. SLSP Mitigation Requirements. The project applicant shall comply with all mitigations required by the TOC EIR Mitigation Monitoring Program provided as Attachment A to the SLSP, as well as 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 survey by a qualified biologist that will include a Raptor and a Ground Nesting Raptor Survey (4.5-3).

44. 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.

45. Ground Nesting Raptor Survey 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. norther 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 Nest Survey. Each landowner or applicant shall conduct a pre-construction or pre-tree pruning or removal survey of trees greater than 30 feet tall during the raptor breeding season (March 1- 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. 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.

48. 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).

49. 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.

50. 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)

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

52. 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.

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

54. 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
(LOT D)

1. The applicant shall replace all cracked and broken sidewalk along project frontages.

2. The applicant shall replace all frontage that is not ADA compliant with City Standard ADA compliant driveways, curb, gutter or sidewalk.

3. New entrances to project site shall use city standard commercial driveways, additional at-grade roadway entrances beyond the existing access off Marston will not be permitted. If onsite grades do not work because of the difference in elevation between the two driveways, the at-grade road driveway at Marston shall be removed and reinstalled with commercial standard driveway.

4. Private Roadways shall be constructed to City structural sections, with a minimum of 4" AC over 12" AB.

5. For any utility installation (including storm drainage) that requires trenching in Hunt Drive, Marston Drive, or Parkland Avenue, plans shall meet the requirements for streets moratorium and trench repair per City standards.

6. The applicant shall install up to two speed cushions (speed humps) on Hunt Street, subject to review and approval of the City Traffic Engineer.

7. Prior to submittal of the final map, the Applicant shall work with the City to design and install traffic calming speed humps on Hunt Street subject to review and approval of the City Engineer.

(LOT G)

8. The applicant shall replace all cracked and broken sidewalk.

9. The applicant shall replace all frontage that is not ADA compliant with City Standard ADA compliant driveways, curb, gutter or sidewalk.

10. Entrances to project shall use city standard commercial driveways, at-grade roadway entrances will not be allowed.

11. Private Roadways/Alleys shall be constructed to City structural sections, with a minimum of 4" AC over 12" AB.

12. For any utility installation (including storm drainage) that requires trenching in Stewart Circle, plans shall meet the requirements for streets moratorium and trench repair per City standards.

13. Prior to submittal of the final map, the Applicant shall work with the City to design and install appropriate traffic calming subject to review and approval of the City Engineer.

Easements and Right of Way

14. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.

15. A seven (7) foot public utility easement back of separated sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.

16. 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 D and G 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

17. All public landscape areas shall connect to onsite water service, meter and irrigation system.

18. Public and private landscape shall be irrigated and maintained by the Homeowners Association for the project. Applicant shall enter a Landscape maintenance agreement with the City.

19. Landscaping of public areas is a public improvement. Design and construction of public landscaping areas shall proceed concurrent with adjacent development. Public improvements will not be formally accepted until a 90-day maintenance period on landscaping improvements is completed.

20. 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 the trees within the public landscape areas.

Wastewater and Sewer Collection System

21. The applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.

22. Sewer facilities throughout the project shall be publicly owned and maintained up to and including the service cleanouts. All publicly owned and maintained sewer facilities shall be within a public utility easement. Privately owned sewers shall be designed to City standards.

23. Sewer Mains shall be 8" in diameter and constructed to public/City standards.

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

25. The Tentative Map Utility 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.

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

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

Storm Water

28. A drainage plan shall be prepared and shall identify specific storm drainage design features to control increased runoff from the project site. This may be achieved through one or more of the following: onsite detention or retention facilities, channel modifications, and/or equally effective measures to control the rate and volume of runoff. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Community Development Department for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and Standard Specifications and Details.

    a. The Drainage study shall use most current rainfall data at the time of preparation of grading plans.
    b. Note this study may show the need to increase the pad heights that are shown on the preliminary grading plan.

29. 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. (Note: connection day lighting at the driveway is not possible or permitted, connections will need to be at a manhole in the street.).

30. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans. The proposed utility plan is considered conceptual only, final plans shall be subject to the approval of the City Engineer and shall be based on City standards and final storm drain, water and sewer studies.

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

Storm Water Quality Control

32. 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 approved by the City Engineer.

33. 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.

34. 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

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

36. 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..

37. City approved backflow devices shall be installed by owner between the public water mains and the onsite private system. Backflow devices shall be installed by Owner at or near the property lines.

38. The Tentative Map Utility 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.

39. Abandon all unused water taps to the property per city standards.

40. 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.

41. The project shall have a separate metered water service that is solely for the landscape irrigation system.
42. The project shall connect to the existing recycled water main with a stub for future irrigation service for park strips on Marston and Hunt Streets. Recycled water will be available within the next 3-4 years, so current irrigation service shall be connected to the potable water main, but should be designed so that the system can be easily converted to recycled water at a time when the service is available. Recycled water service may be bored under the existing roadway.

<u>Grading</u>

43. 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.

44. The Tentative map Preliminary Grading plan showing grading and drainage information <u>including</u> 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.

45. 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.

<u>Fees</u>

46. The Owner shall pay all fees as identified in the Development Agreement for this project.

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

48. 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.

49. Owner shall pay applicable Development Impact Fees or connection fees in effect at the time of building permit issuance.

General Conditions

50. Other than on-site street width, all civil improvements for water, sewer, storm, electrical, roadway sections, markings, and appurtenances shall conform to City Standards.

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

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

53. 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.

54. Prepare improvement plans for any work within the public right-of-way and submit them to the Public Works department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Woodland Standard Specifications. This submittal is separate from the building permit submittal. All public improvements shall conform to the current City of Woodland Standard Specifications.

55. Submit proposed Street names to fire department for approval with a copy to Public Works prior to improvement plan or final map submittal.

56. Conform to any mitigation measures outlined in the Environmental Impact Report (E.I.R.) and traffic study (applicable mitigation requirements still under review by staff).

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

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

59. 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.

60. 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.

61. Final map shall tie into two City control network monuments in accordance with the City's electronic submission ordinance.

62. Map shall be forwarded to YCTD and comments are to be incorporated into the final tentative map.

63. This project is subject to the construction and demolition debris recycling and diversion ordinance; contact the Environmental Resource Analyst, at (530) 661-2063 for more information.

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

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

BUILDING

66. 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

67. Other City and County Agencies (Health, Fire, Public Works, and Planning) may be required to approve the project prior to a building permit be issued.
    i. Recycle plan is required at time of permit issuance along with a $1000 deposit.
    j. Prior to **any** demolition work being performed, clearance from Yolo Solano Air Quality Management District is required.

68. 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.

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

70. 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.

71. A soils investigation report shall be provided as specified in section 1803.2 of the 2016 CBC.

72. 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.

Fire Prevention

73. Minimum turning radius for all fire apparatus access roads shall be minimum of 20' inside, 40' outside.

74. Fire apparatus access roads shall have an unobstructed width of 20 feet or 12 feet for divided roadways.

75. As proposed width is 20-feet, no parking shall be allowed on either side of the internal roadway.

76. Residential fire sprinklers shall be designed and installed per NFPA 13D

77. Fire hydrant fire flow and spacing shall be designed and installed per 2016 CFC

<u>EXHIBIT "E"</u>
(Project Fees)
10.20.2020

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 Infrastructure Fees (SLIF) and single family for the purpose of calculating citywide Development Impact Fees, except as noted below.

Development Impact Fees for the following categories and amounts are shown as of January 1, 2020, but actual fee amounts owed by OWNER will be the then-current amounts of such fees at the time they are paid by OWNER. <u>All fees and payments</u> are subject to annual CCI.

City Wide Development Impact Fees	**SFD (Single Family Dwelling)**	**MFU (Multi-family Unit)***
General City	868	652
Fire	2,941	1,764
Library	543	406
Police	710	532
Wastewater	6,498	4,873
Water	4,949	3,712
Parks & Recreational Facilities	4,408	3,306
Roads	8,562	3,509
MPFP Admin Fee (.75%)	220	131
Storm Drainage Facilities	Included in SLIF	Included in SLIF
Subtotal	**29,699**	**18,895**

*Units 1,450 square feet or less may be charged at the Multi-Family rate per the Public Facilities Fee Program Administrative Guidelines.

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

- SLIF fees for SFD $48,687 and MF $32,133 for the fair share of backbone infrastructure to the Spring Lake Specific Plan area;
- Spring Lake Fire Department Operation and Maintenance Funding Fee of $540 for MFU;
- Public transit capital fee of $216/DUE for the construction of transit capital improvements;
- Public transit operations fee of $36 for MFU;
- Fiscal Deficit mitigation fees of $1,050 for MFU; and

- The Project's prorated share of the Habitat Monitoring and Farming Education Fees, amount to be determined at final map, estimated $40 per MF unit

SLIF AND GENERAL PURPOSE FEE

The Development Impact Fees set forth in this Exhibit "E" shall be charged to the Project. Exhibit "E" includes the updated SLIF adopted by CITY consistent with state constitutional and statutory requirements. If the OWNER does not provide the required number of units, then the OWNER shall pay a SLIF Shortfall fee as defined in the SLIF fee update. OWNER shall additionally pay a General Purpose Fee. When the General Purpose Fee is added to the updated SLIF, the total amount of both the General Purpose Fee and the updated SLIF shall be three thousand dollars ($3,000.00) per Project dwelling unit. This $3,000 fee shall be subject to annual CCI increases.

Exhibit "F"
(Existing Land Use Regulations)

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)
- Woodland 2035 Climate Action Plan (CAP)
- Spring Lake Specific Plan (SLSP)
- SLSP Mitigation Monitoring Plan (MMP)
- SLSP Affordable Housing Plan

Tim Lewis
COMMUNITIES
Bringing five-star quality home

HOME BUILDING
LAND DEVELOPMENT

3500 Douglas Boulevard
Suite 270
Roseville, CA 95661
916.783.2300
916.783.2303 fax

Via Email

7/12/2023

Ken Hiatt, City Manager
City of Woodland
300 First Street, 2nd Flr.
Woodland, CA 95695

RE: Pending Application for Affordable Fee Option at the Beeghly Ranch Project (a.k.a, Revival)

Dear Ken:

Tim Lewis Communities (TLC) thanks you in advance for your attention to this application to process an affordable fee option at the Beeghly Ranch subdivision. The spike in mortgage rates since we signed the Inclusionary Housing Agreement (IHA) in May 2021 has been untenable for us to continue building affordable units under the current agreement. Mortgage rates have increased to around 7% as of the writing of this letter as compared to 3.25% at the time of the affordable agreements execution. I would like to highlight the impact of the mortgage rate changes, review comparable affordable fees paid by a comparable project in the city, and provide an overview of costs and sales trends.

The IHA's original analysis for the sale of the 3-bedroom Plan 1 home assumed a mortgage interest rate of 3.25% and an affordable purchase price of $447,458. At that time we had anticipated a loss in comparison to the Plan 1 market rate unit of approx. $69,541 per unit ($517,000 <less>$447,458). Since the execution of the IHA, the mortgage rates have increased to 7%+/-, which has driven the required affordable sales price down to $313,668. Even after the current sales prices reductions for the Plan 1, the affordable price to market rate price difference has risen further to a $170,232 loss ($483,900 <less> $313,668)*. We ask the City to take into consideration that we have sold the first three affordable units at a loss totaling $208,624; we cannot proceed with even greater projected losses of the fourteen affordable units remaining.

TLC had verbally agreed with staff to a new fee of $448,000 for the balance of the (14) remaining affordable units at Beegly Ranch. When considering the (3) existing affordable homes sold, we would be expected to take a total loss of $656,623 ($448K + $208K). When you combine this total and divide by the original (17) affordable units required, TLC is paying $38,625 per affordable unit. I highlight this total in comparison to a similar project named Ruby Estates, located in the same specific plan with the same zoning, which paid $37,700 per required affordable unit per their IHA.

While sales prices have been dropping, construction costs have been increasing. As recognized by the California Construction Cost Index (published by the CA State Dept. of General Services), prices rose 13.4% in 2021 & another 9.3% in 2022. The year 2023 is trending to an approx. 7% increase in construction costs. Our in-house data shows that since the Year 2020, we have experienced an approximate 30% increase in vertical construction costs.

*As for sales prices for the Plan 1 unit, the market rate unit would have been sold for $517,000 in May 2021, but in today's market it is offered at $483,900, a 6.4 % decrease. In addition, when we first estimated fees for the project the cost was $60K+/- per unit, around the time of the amended development agreement fees increased to $80K+/- per unit, and recently we understand that there are SLIF fees that may increase the per unit costs even further.

I thank you in advance for your consideration of the above data. I am happy to respond to any further inquiries before our scheduled Planning Commission hearing on 7/20/23.

Sincerely,

J. Timothy Lewis
President

CC: Brent Meyer, Com. Dev. Director; Cindy Norris, Principal Planner

Beeghly Ranch (Revival Estates): Application to Modify Inclusionary Housing Agreement

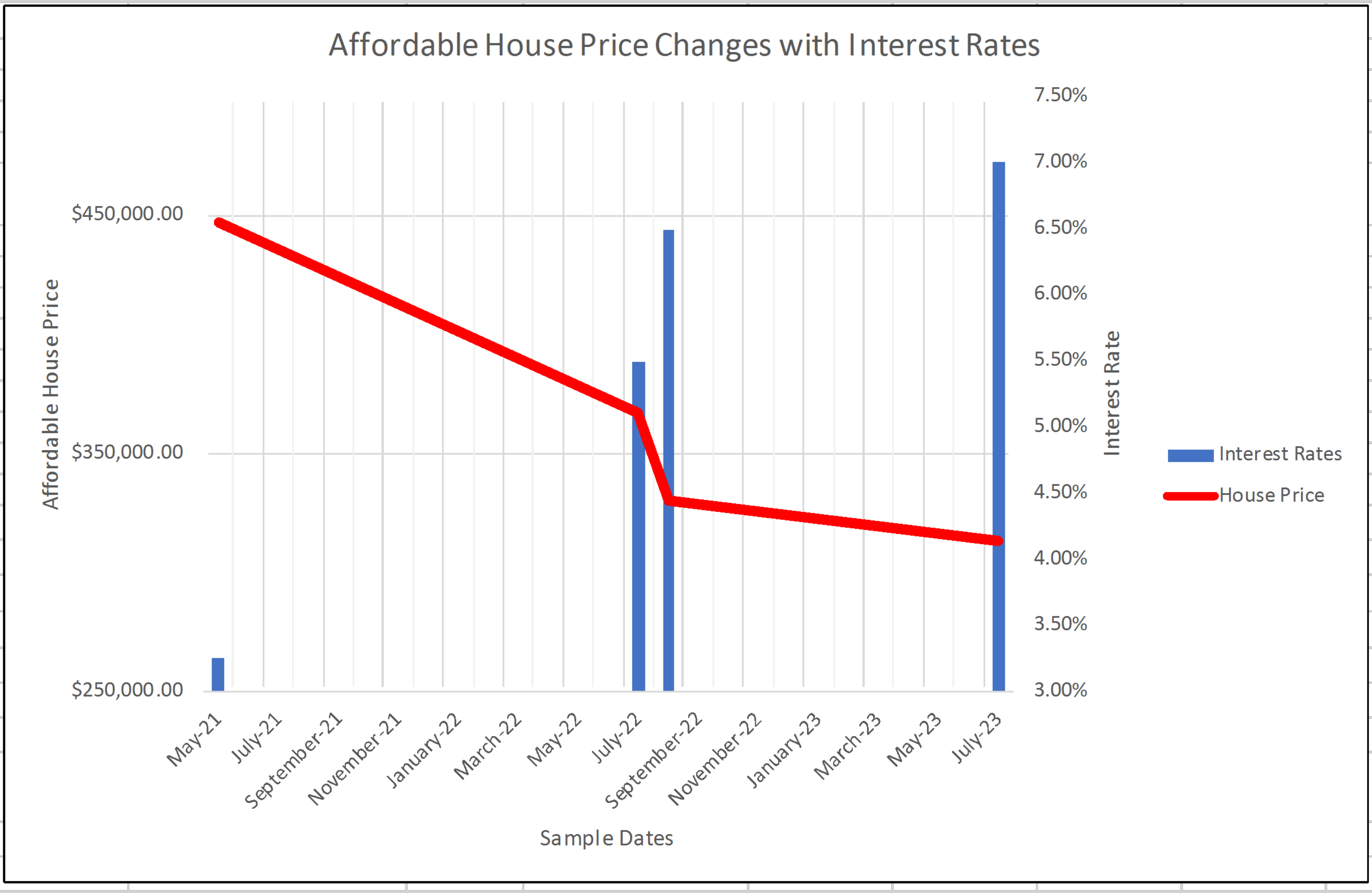
- Requesting change to allow Inclusionary Housing Fee comparable to Ruby Estates (R-15 Project) @ $3,900/Unit with 87 Units
- Construction Costs Increased Since Yr. 2020 Proforma @ 30% +
- Mortgage Rates currently up to 7% from 3.25% assumption in IHA
- Absorption rates are falling
  (1 unit / mo estimated; from 4 units /mo typical)
- House prices are falling

Revival - Beegly Ranch, Woodland, CA

CONSTRUCTION COST INCREASE REVIEW

Plan #	SF	Jan. 2020 Proforma Vert. Cost per SF (no fees)	Sept. 2022 Vert. Costs Per SF (no fees)	% Difference (Jan.20' to Sept.22')	Plan 1 Est. Vert. Construction Cost Yr. 2020	Plan 1 Est. Vert. Construction Cost Yr. 2022	Difference
P1	1,447	$ 106.04	$ 138.22	30%	$153,446.00	$200,004.34	$ 46,558.34
P2	1,668	$ 101.44	$ 130.39	29%			
P3	1,760	$ 97.48	$ 131.47	35%			
P4	1,924	$ 93.78	$ 123.86	32%			
Average / SF Cost:		$ 99.69	$ 130.99	31%			

Sample Dates	May-21	July-22	August-22	July-23
Interest Rates	3.25%	5.50%	6.50%	7.00%
Med. Income Home Price	$447,458.67	$367,538.31	$330,161.00	$313,668.16
Difference from Orig. Agmt. House Price:		$79,920.36	$117,297.67	$133,790.51



AFFORDABLE HOUSING PRICE & INTEREST RATE EXHIBIT

Updated: 7-2023

REVIVAL / BEEGHLY RANCH (SUB. MAPS 5196 & 5197) - APPLICATION FOR AMENDMENT TO DEVELOPMENT AGREEMENT & INCLUSIONARY HOUSING AGREEMENT

APPLIES TO FIRST THREE AFFORDABLE UNITS BASED ON MAY 2021 DA:

Affordable Purchase Price Calculation	
# of Bedrooms	3
Assumed # of People in Household	4
Annual Median Income for a Family of 4 at 80% (2020 Income Limits)	$74,000.00
Gross Monthly Income	$6,166.67
Monthly Income for PI Payment	$1,850.00
Interest Rate Assumption	**3.25%**
Term of Mortgage (In Months)	360
Mortgage Income can support	$425,085.74
5% Down payment	$22,372.93
Affordable Purchase Price	**$447,458.67**

APPLIES TO AFFORDABLE UNITS OFFERED POST 7/25/22:

Affordable Purchase Price Calculation, 7/25/22 Interest Rate Estimate	
# of Bedrooms	3
Assumed # of People in Household	4
Annual Median Income for a Family of 4 at 80% (2022 Income Limits)	$79,300.00
Gross Monthly Income	$6,608.33
Monthly Income for PI Payment	$1,982.50
Interest Rate Assumption	**5.50%**
Term of Mortgage (In Months)	360
Mortgage Income can support	$349,161.40
5% Down payment	$18,376.92
Affordable Purchase Price	**$367,538.31**

SOURCE: City of Woodand coorespondence with Dan Sokolow, dated 7/26/2022

APPLIES TO AFFORDABLE UNITS (updated interest rate):

Affordable Purchase Price Calculation, Interest Rate Estimate	
# of Bedrooms	3
Assumed # of People in Household	4
Annual Median Income for a Family of 4 at 80% (2022 Income Limits)	$79,300.00
Gross Monthly Income	$6,608.33
Monthly Income for PI Payment	$1,982.50
Interest Rate Assumption	**6.50%**
Term of Mortgage (In Months)	360
Mortgage Income can support	$313,652.95
5% Down payment	$16,508.05
Affordable Purchase Price	**$330,161.00**

APPLIES TO AFFORDABLE UNITS (updated interest rate)

Affordable Purchase Price Calculation, Interest Rate Estimate	
# of Bedrooms	3
Assumed # of People in Household	4
Annual Median Income for a Family of 4 at 80% (2022 Income Limits)	$79,300.00
Gross Monthly Income	$6,608.33
Monthly Income for PI Payment	$1,982.50
Interest Rate Assumption	**7.00%**
Term of Mortgage (In Months)	360
Mortgage Income can support	$297,984.75
5% Down payment	$15,683.41
Affordable Purchase Price	**$313,668.16**

		# of Inclusionary Housing Units at this Price:	$46K Est. loss per Affordable Units Sold to date (due to Vert. Const. price increases)
Orig. IHA Affordable Housing Price (noted in DA Exhibit F):	**$ 447,458.67**	3	$ (138,000)
Affordable Housing Price (AT 7% RATE):	**$313,668.16**	**# of Inclusionary Housing Units at this Price:**	
Afford. Unit Price Change 2021 to 2023 (Per Unit):	**-$133,790.51**		
Increased Const. Cost:	**-$46,000.00**		
			Estimated Total Losses Since Orig. May 2021 Agmt.
Total:	**-$179,790.51**	14	$ (2,517,067)
		17	**$ (2,655,067)**
3-Bedroom Home Market Price (Orig. Yr. 2021):	**$ 517,000.00**		
		# of Inclusionary Housing Units Reqd.	**Total Losses as Compared to Market Rate Homes**
Orig. Inclusionary Housing Agmt. Price Difference to Market Rate:	**-$69,541.33**	3	$ (208,624)
Current Inclusionary Housing Price (July 2023) Difference to Market Rate (Yr. 2021):	**-$203,331.84**	14	$ (2,846,646)
		17	**$ (3,055,270)**

(72) Units
Status as of 7-13-2023

DEVELOPMENT PLAN

BEEGHLY LOT D & G

TIM LEWIS COMMUNITIES

WOODLAND CALIFORNIA

APRIL 2021

* AFFORDABLE HOME LOT

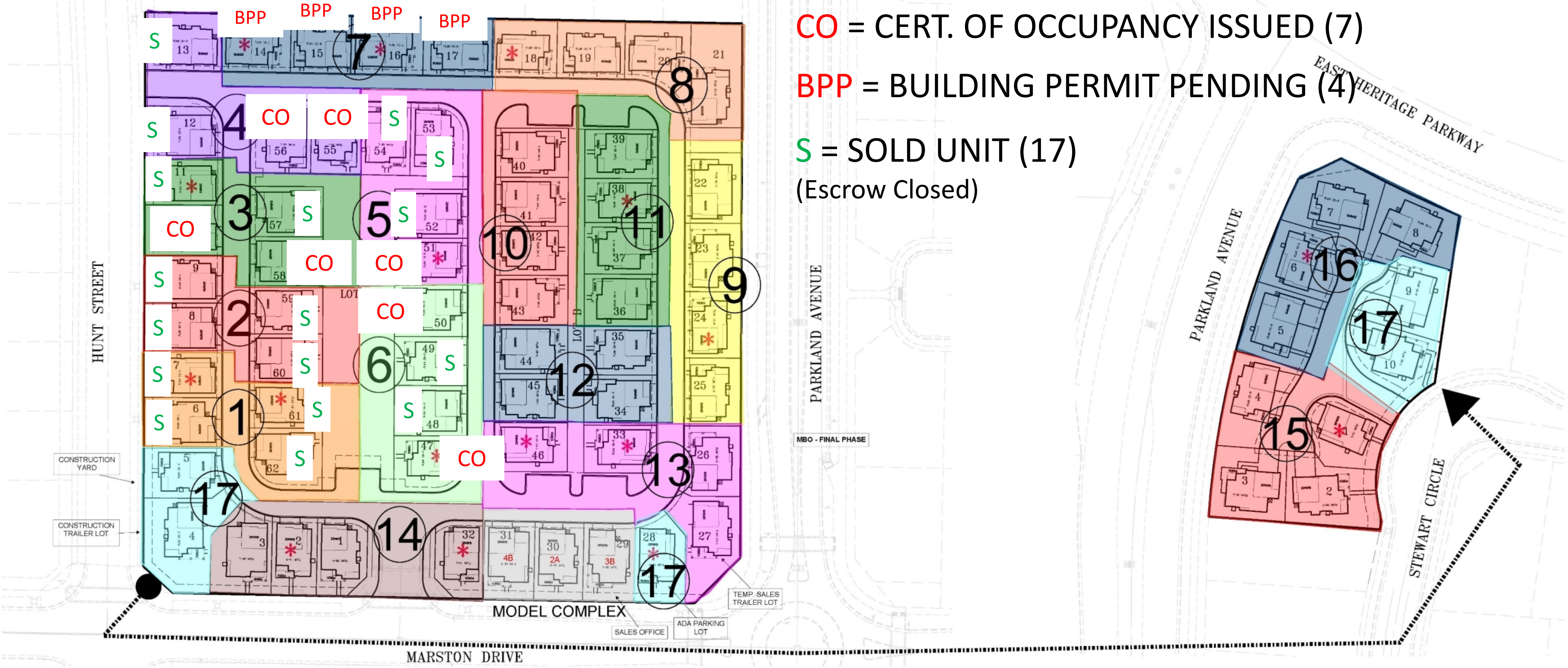
SCALE: 1" = 40'

CONSTRUCTION PHASING MAP

CO = CERT. OF OCCUPANCY ISSUED (7)

BPP = BUILDING PERMIT PENDING (4)

S = SOLD UNIT (17)
(Escrow Closed)



LOT D

SETBACK REQUIREMENTS

LOT #S	SIDE	FRONT	REAR
1–12 28–32	3.5'	10'	4'
13–20	3.5'	4'	10'
21–27	3.5'	4'	4'
33–62	3.5'	4'	4'

LOT G

SETBACK REQUIREMENTS

LOT #S	SIDE	FRONT	REAR
1–10	3.5'	4'	4'

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
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