

**CITY OF WINTERS PLANNING COMMISSION AGENDA  
SPECIAL MEETING**

**Monday, January 5th, 2015 @ 6:30 PM**

City of Winters Council Chambers  
318 First Street  
Winters, CA 95694-1923  
Community Development Department  
Contact Phone Number (530) 794-6713  
Email: [jenna.moser@cityofwinters.org](mailto:jenna.moser@cityofwinters.org)

Chairman: Bill Biasi  
Vice Chairman: Kate Frazier  
Commissioners: Dave Adams, Lisa Baker,  
Paul Myer, Luis Reyes, Patrick Riley  
City Manager: John W. Donlevy, Jr.  
Mgmt. Analyst: Jenna Moser

**I CALL TO ORDER**

**II ROLL CALL & PLEDGE OF ALLEGIANCE**

**III CITIZEN INPUT:** Individuals or groups may address the Planning Commission on items which are not on the Agenda and which are within the jurisdiction of the Planning Commission. **NOTICE TO SPEAKERS:** Speaker cards are located on the first table by the main entrance; please complete a speaker's card and give it to the Planning Secretary at the beginning of the meeting. The Commission may impose time limits.

**IV CONSENT ITEM**

A. Minutes of the September 23<sup>rd</sup>, October 13<sup>th</sup>, and November 25<sup>th</sup> Planning Commission meetings.

**V STAFF/COMMISSION REPORTS**

A. Form W-4 for Planning Commission Stipends

**VI DISCUSSION ITEMS:**

A. Winters Highlands – Public Hearing and consideration by the Winters Planning Commission of the proposed Amended and Restated Development Agreement and Amended Tentative Map

**VII COMMISSION/STAFF COMMENTS**

**VIII ADJOURNMENT**

**POSTING OF AGENDA:** PURSUANT TO GOVERNMENT CODE § 54954.2, THE COMMUNITY DEVELOPMENT MANAGEMENT ANALYST POSTED THE AGENDA FOR THIS MEETING ON DECEMBER 31, 2014



JENNA MOSER, MANAGEMENT ANALYST, PLANNING – GIS

**APPEALS:** ANY PERSON DISSATISFIED WITH THE DECISION OF THE PLANNING COMMISSION MAY APPEAL THIS DECISION BY FILING A WRITTEN NOTICE OF APPEAL WITH THE CITY CLERK, NO LATER THAN TEN (10) CALENDAR DAYS AFTER THE DAY ON WHICH THE DECISION IS MADE.

PURSUANT TO SECTION 65009 (B) (2), OF THE STATE GOVERNMENT CODE "IF YOU CHALLENGE ANY OF THE ABOVE PROJECTS IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING(S) DESCRIBED IN THIS NOTICE, OR IN WRITTEN

CORRESPONDENCE DELIVERED TO THE CITY PLANNING COMMISSION AT, OR PRIOR TO, THIS PUBLIC HEARING".

**MINUTES:** THE CITY DOES NOT TRANSCRIBE ITS PROCEEDINGS. ANYONE WHO DESIRES A VERBATIM RECORD OF THIS MEETING SHOULD ARRANGE FOR ATTENDANCE BY A COURT REPORTER OR FOR OTHER ACCEPTABLE MEANS OF RECORDATION. SUCH ARRANGEMENTS WILL BE AT THE SOLE EXPENSE OF THE INDIVIDUAL REQUESTING THE RECORDATION.

**PUBLIC REVIEW OF AGENDA, AGENDA REPORTS, AND MATERIALS:** PRIOR TO THE PLANNING COMMISSION MEETINGS, COPIES OF THE AGENDA, AGENDA REPORTS, AND OTHER MATERIAL ARE AVAILABLE DURING NORMAL WORKING HOURS FOR PUBLIC REVIEW AT THE COMMUNITY DEVELOPMENT DEPARTMENT. IN ADDITION, A LIMITED SUPPLY OF COPIES OF THE AGENDA WILL BE AVAILABLE FOR THE PUBLIC AT THE MEETING. COPIES OF AGENDA, REPORTS AND OTHER MATERIAL WILL BE PROVIDED UPON REQUEST SUBMITTED TO THE COMMUNITY DEVELOPMENT DEPARTMENT. A COPY FEE OF 25 CENTS PER PAGE WILL BE CHARGED.

ANY MEMBER OF THE PUBLIC MAY SUBMIT A WRITTEN REQUEST FOR A COPY OF PLANNING COMMISSION AGENDAS TO BE MAILED TO THEM. REQUESTS MUST BE ACCOMPANIED BY A CHECK IN THE AMOUNT OF \$25.00 FOR A SINGLE PACKET AND \$250.00 FOR A YEARLY SUBSCRIPTION.

**OPPORTUNITY TO SPEAK, AGENDA ITEMS:** THE PLANNING COMMISSION WILL PROVIDE AN OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE COMMISSION ON ITEMS OF BUSINESS ON THE AGENDA; HOWEVER, TIME LIMITS MAY BE IMPOSED AS PROVIDED FOR UNDER THE ADOPTED RULES OF CONDUCT OF PLANNING COMMISSION MEETINGS.

**REVIEW OF TAPE RECORDING OF MEETING:** PLANNING COMMISSION MEETINGS ARE AUDIO TAPE RECORDED. TAPE RECORDINGS ARE AVAILABLE FOR PUBLIC REVIEW AT THE COMMUNITY DEVELOPMENT DEPARTMENT FOR 30 DAYS AFTER THE MEETING.

**THE COUNCIL CHAMBER IS WHEELCHAIR ACCESSIBLE**

**MINUTES OF THE WINTERS PLANNING COMMISSION  
MEETING HELD SEPTEMBER 23, 2014**

***DISCLAIMER:** These minutes represent the interpretation of statements made and questions raised by participants in the meeting. They are not presented as verbatim transcriptions of the statements and questions, but as summaries of the point of the statement or question as understood by the note taker.*

Chair Bill Biasi called the meeting to order at 6:30 p.m.

**PRESENT:** Commissioners Adams, Baker, Frazier, Myer, and Chair Biasi

**ABSENT:** Reyes, Riley

**STAFF:** City Manager John W. Donlevy, Jr., Management Analyst Jenna Moser.

Commissioner Myer led the Pledge of Allegiance.

**CITIZEN INPUT:** None at this meeting.

**COMMISSION REPORTS:** Chairman Biasi reported on his attendance and participation in recent Park Rehabilitation Committee Meetings and a Design Review Committee meeting regarding Blue Mountain Terrace.

**STAFF REPORTS:** Chairman Biasi reported on several creek meetings he has attended, and a recent hotel tour in Davis. Myer reported his recent visit to Cascade Crossing to view housing types.

**CONSENT ITEM:**

- A. Approval of Minutes from the August 26, 2014 meeting of the Winters Planning Commission

Commissioner Frazier moved and Baker seconded to approve the Minutes from the August 26, 2014 meeting of the Winters Planning Commission.

**AYES:** Commissioners Adams, Baker, Frazier, Myer, and Chairman Biasi.

**NOES:** None

**ABSTAIN:** None

**ABSENT:** Reyes, Riley

**DISCUSSION ITEM:**

- A. Planning Winters Putah Creek Committee Liaison Appointment

Commissioner Myer moved and Baker seconded to appoint Frazier to the WPCC.

**AYES:** Commissioners Adams, Baker, Frazier, Myer, and Chairman Biasi.

**NOES:** None

**ABSTAIN:** None

**ABSENT:** Reyes, Riley

**MINUTES OF THE WINTERS PLANNING COMMISSION  
MEETING HELD SEPTEMBER 23, 2014**

- B.** Resolution 14-01, Public Hearing and Consideration of a Parcel Map (3 lots) for APN 003-282-002 near Mermod Road and Anderson Avenue. Project Applicant Miguel Moreno - Next Generation Development, LLC seeks to divide the existing 20,000 square foot parcel into three (3) new lots. Lot 1 - 5670.58 square feet, Lot 2 - 6544.20 square feet, and Lot 3 - 5462.97 square feet.

Management Analyst Moser provided an overview of the staff report and entitlements. Chairman Biasi opened the Public Hearing at 6:45PM. Hearing no comments, Biasi closed the Public Hearing at 6:45PM.

Discussion followed regarding the reduction of lot sizes with the inclusion of high quality architecture. Applicant Miguel Moreno provided a brief description of potential housing types and architectural styles for the project.

Commissioner Baker moved and Frazier seconded to approve Resolution 14-01, Public Hearing and Consideration of a Parcel Map (3 lots) for APN 003-282-002 near Mermod Road and Anderson Avenue. Project Applicant Miguel Moreno - Next Generation Development, LLC seeks to divide the existing 20,000 square foot parcel into three (3) new lots. Lot 1 - 5670.58 square feet, Lot 2 - 6544.20 square feet, and Lot 3 - 5462.97 square feet.

**AYES:** Commissioners Frazier, Myer, Riley, Reyes and Chairman Biasi.

**NOES:** None

**ABSTAIN:** None

**ABSENT:** Adams, Baker

**COMMISSIONER/STAFF COMMENTS:** Frazier opened discussion on coordination and collaboration with a facilities committee with schools.

**ADJOURNMENT:** Chairman Biasi adjourned the meeting at 8pm.

**ATTEST:**

\_\_\_\_\_  
Jenna Moser, Management Analyst

\_\_\_\_\_  
Bill Biasi, Chairman

**MINUTES OF THE SPECIAL WINTERS PLANNING COMMISSION  
MEETING HELD OCTOBER 13, 2014**

***DISCLAIMER:** These minutes represent the interpretation of statements made and questions raised by participants in the meeting. They are not presented as verbatim transcriptions of the statements and questions, but as summaries of the point of the statement or question as understood by the note taker.*

Chair Bill Biasi called the meeting to order at 6:30 p.m.

**PRESENT:** Commissioners Baker, Frazier, Riley, and Chair Biasi

**ABSENT:** Adams, Myer, Reyes

**STAFF:** City Manager John W. Donlevy, Jr., Management Analyst Jenna Moser.

Commissioner Baker led the Pledge of Allegiance.

**CITIZEN INPUT:** None

**COMMISSION REPORTS:** None

**STAFF REPORTS:** None

**CONSENT ITEM:** None

**DISCUSSION ITEM:**

**A. Hudson-Ogando Subdivision – Third Amendment to Development Agreement**

Management Analyst Moser reported that Commissioner Adams, Myer, and Reyes are not in attendance this evening as they have recused themselves due to a proximity conflict. City Manager Donlevy provided an overview of the Staff Report and recommendation. Donlevy discussed with the commission modifications to the Cooperative and Reimbursement Agreement, the Urban Water Management Plan, and Pedestrian Circulation and Safety Improvements.

Commissioner Baker moved and Riley seconded to approve the Third Amendment to the Development Agreement – Hudson-Ogando.

**AYES:** Commissioners Baker, Frazier, Riley, and Chair Biasi

**NOES:** None

**ABSTAIN:** None

**ABSENT:** Adams, Myer, Reyes

**COMMISSIONER/STAFF COMMENTS:** None

**ADJOURNMENT:** Chairman Biasi adjourned the meeting at 7pm.

**ATTEST:**

\_\_\_\_\_  
Jenna Moser, Management Analyst

\_\_\_\_\_  
Bill Biasi, Chairman

**MINUTES OF THE WINTERS PLANNING COMMISSION  
MEETING HELD NOVEMBER 25, 2014**

***DISCLAIMER:** These minutes represent the interpretation of statements made and questions raised by participants in the meeting. They are not presented as verbatim transcriptions of the statements and questions, but as summaries of the point of the statement or question as understood by the note taker.*

Chair Bill Biasi called the meeting to order at 6:30 p.m.

**PRESENT:** Commissioners Frazier, Myer, Riley, Reyes and Chair Biasi

**ABSENT:** Adams, Baker

**STAFF:** City Manager John W. Donlevy, Jr., Housing Programs Manager Dan Maguire, Community Development Director Dave Dowswell, Management Analyst Jenna Moser.

City Manager Donlevy led the Pledge of Allegiance.

**CITIZEN INPUT:** None at this meeting.

**COMMISSION REPORTS:** Chairman Biasi reported on his attendance and participation in recent Park Rehabilitation Committee Meetings and a Design Review Committee meeting regarding Blue Mountain Terrace.

**STAFF REPORTS:** None

**DISCUSSION ITEM:**

A. Planning Application for the proposed **Blue Mountain Terrace Senior Housing Apartment Project and Senior Community Center**, which includes the following entitlements:

1. Find the project Categorically Exempt from CEQA Section 15194, Affordable Housing Exemption.
2. Approval of the Conditional Use Permit (CUP) to allow multi-family housing,
3. Approval of Design Review, and
4. Approval of a Density Bonus of thirteen (13) percent, to increase the allowable number of units from 56 to 63. An to request the following incentives under the City's density bonus provisions: (1) reduction in the required parking and (2) allowing horizontal mixed use.

Community Development Director Dowswell provided an overview of the staff report and entitlements.

Chairman Biasi opened the Public Hearing at 6:45PM.

Wally Pearce asked about the environmental process used in this project. Dowswell responded that a Categorical Exemption provided by CEQA was used, as provided by law. City Manager Donlevy provided additional detail.

An email with a comment from Sally Brown was read stating that she likes the project overall, likes the concept of a community garden, and that she has some concerns regarding parking. Dowswell provided detail on the reduction of parking.

Chairman Biasi closed the Public Hearing at 6:55pm.

**MINUTES OF THE WINTERS PLANNING COMMISSION  
MEETING HELD NOVEMBER 25, 2014**

Bernadette Austin, of DOMUS, provided a brief overview of the project, a letter with revised elevations and proposed changes to Conditions of Approval. Donlevy walked through the proposed changes to the Conditions. Austin supplied that the rents are typically 30-60% of area median income – approximately \$400-\$600 per month, with an age restriction of 62+.

Biasi asked if the Senior Center is public or private property. Housing Programs Manager Dan Maguire responded that the housing is private property, the Senior Center more public use.

Myer asked about safety features in the apartments. Austin responded that the apartments will be fitted with horn alarms, and the units designed for the hearing impaired, a strobe and horn combo.

Biasi asked about the use of roll-in showers and greatly encouraged their incorporation into the units. Bob Lindley, project architect, responded that the incorporation of roll-in showers could be done, and provided a brief overview of design elements.

**Riley moved, and Myer seconded to approve the Planning Application for the proposed Blue Mountain Terrace Senior Housing Apartment Project and Senior Community Center with revised Conditions of Approval, which includes the following entitlements:**

5. Find the project Categorically Exempt from CEQA Section 15194, Affordable Housing Exemption.
6. Approval of the Conditional Use Permit (CUP) to allow multi-family housing,
7. Approval of Design Review, and
8. Approval of a Density Bonus of thirteen (13) percent, to increase the allowable number of units from 56 to 63. And to request the following incentives under the City's density bonus provisions: (1) reduction in the required parking and (2) allowing horizontal mixed use.

**AYES:** Commissioners Frazier, Myer, Riley, Reyes and Chairman Biasi.

**NOES:** None

**ABSTAIN:** None

**ABSENT:** Adams, Baker

**COMMISSIONER/STAFF COMMENTS:** None

**ADJOURNMENT:** Chairman Biasi adjourned the meeting at 8pm.

**ATTEST:**

\_\_\_\_\_  
Jenna Moser, Management Analyst

\_\_\_\_\_  
Bill Biasi, Chairman

# Form W-4 (2014)

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

**Exemption from withholding.** If you are exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2014 expires February 17, 2015. See Pub. 505, Tax Withholding and Estimated Tax.

**Note.** If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds \$1,000 and includes more than \$350 of unearned income (for example, interest and dividends).

**Exceptions.** An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- Is age 65 or older,
- Is blind, or
- Will claim adjustments to income; tax credits; or itemized deductions, on his or her tax return.

The exceptions do not apply to supplemental wages greater than \$1,000,000.

**Basic instructions.** If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

**Head of household.** Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

**Tax credits.** You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

**Two earners or multiple jobs.** If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

**Nonresident alien.** If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

**Check your withholding.** After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2014. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

**Future developments.** Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at [www.irs.gov/w4](http://www.irs.gov/w4).

## Personal Allowances Worksheet (Keep for your records.)

<b>A</b>	Enter "1" for <b>yourself</b> if no one else can claim you as a dependent . . . . .	<b>A</b>	<u>      </u>
<b>B</b>	Enter "1" if: <span style="font-size: 2em; vertical-align: middle;">{</span> <ul style="list-style-type: none"> <li>• You are single and have only one job; or</li> <li>• You are married, have only one job, and your spouse does not work; or</li> <li>• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.</li> </ul> <span style="font-size: 2em; vertical-align: middle;">}</span> . . . . .	<b>B</b>	<u>      </u>
<b>C</b>	Enter "1" for your <b>spouse</b> . But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) . . . . .	<b>C</b>	<u>      </u>
<b>D</b>	Enter number of <b>dependents</b> (other than your spouse or yourself) you will claim on your tax return . . . . .	<b>D</b>	<u>      </u>
<b>E</b>	Enter "1" if you will file as <b>head of household</b> on your tax return (see conditions under <b>Head of household</b> above) . . . . .	<b>E</b>	<u>      </u>
<b>F</b>	Enter "1" if you have at least \$2,000 of <b>child or dependent care expenses</b> for which you plan to claim a credit . . . . .	<b>F</b>	<u>      </u>
<b>G</b>	<b>Child Tax Credit</b> (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. <ul style="list-style-type: none"> <li>• If your total income will be less than \$65,000 (\$95,000 if married), enter "2" for each eligible child; then <b>less</b> "1" if you have three to six eligible children or <b>less</b> "2" if you have seven or more eligible children.</li> <li>• If your total income will be between \$65,000 and \$84,000 (\$95,000 and \$119,000 if married), enter "1" for each eligible child . . . . .</li> </ul>	<b>G</b>	<u>      </u>
<b>H</b>	Add lines A through G and enter total here. ( <b>Note.</b> This may be different from the number of exemptions you claim on your tax return.) ▶	<b>H</b>	<u>      </u>

For accuracy, **complete all worksheets that apply.** {

- If you plan to **itemize** or **claim adjustments to income** and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.
- If you are **single and have more than one job** or are **married and you and your spouse both work** and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the **Two-Earners/Multiple Jobs Worksheet** on page 2 to avoid having too little tax withheld.
- If **neither** of the above situations applies, **stop here** and enter the number from line H on line 5 of Form W-4 below.

}

----- Separate here and give Form W-4 to your employer. Keep the top part for your records. -----

Form <b>W-4</b> Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Employee's Withholding Allowance Certificate</h2> <p style="margin: 0;">▶ <b>Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</b></p>	OMB No. 1545-0074  <span style="font-size: 2em; font-weight: bold;">2014</span>
1 Your first name and middle initial <span style="float: right;">Last name</span>		2 Your social security number
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. <b>Note.</b> If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.
City or town, state, and ZIP code		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ▶ <input type="checkbox"/>
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)	5 <u>      </u>	6 \$ <u>      </u>
7 I claim exemption from withholding for 2014, and I certify that I meet <b>both</b> of the following conditions for exemption. <ul style="list-style-type: none"> <li>• Last year I had a right to a refund of <b>all</b> federal income tax withheld because I had <b>no</b> tax liability, <b>and</b></li> <li>• This year I expect a refund of <b>all</b> federal income tax withheld because I expect to have <b>no</b> tax liability.</li> </ul> If you meet both conditions, write "Exempt" here . . . . . ▶		7 <u>      </u>
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.		
<b>Employee's signature</b> (This form is not valid unless you sign it.) ▶		<b>Date</b> ▶
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)		9 Office code (optional)
		10 Employer identification number (EIN)

**Deductions and Adjustments Worksheet**

**Note.** Use this worksheet *only* if you plan to itemize deductions or claim certain credits or adjustments to income.

- 1 Enter an estimate of your 2014 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 10% (7.5% if either you or your spouse was born before January 2, 1950) of your income, and miscellaneous deductions. For 2014, you may have to reduce your itemized deductions if your income is over \$305,050 and you are married filing jointly or are a qualifying widow(er); \$279,650 if you are head of household; \$254,200 if you are single and not head of household or a qualifying widow(er); or \$152,525 if you are married filing separately. See Pub. 505 for details . . . . . 1 \$ \_\_\_\_\_
- 2 Enter:  $\left\{ \begin{array}{l} \$12,400 \text{ if married filing jointly or qualifying widow(er)} \\ \$9,100 \text{ if head of household} \\ \$6,200 \text{ if single or married filing separately} \end{array} \right\}$  . . . . . 2 \$ \_\_\_\_\_
- 3 **Subtract** line 2 from line 1. If zero or less, enter "-0-" . . . . . 3 \$ \_\_\_\_\_
- 4 Enter an estimate of your 2014 adjustments to income and any additional standard deduction (see Pub. 505) . . . . . 4 \$ \_\_\_\_\_
- 5 **Add** lines 3 and 4 and enter the total. (Include any amount for credits from the *Converting Credits to Withholding Allowances for 2014 Form W-4* worksheet in Pub. 505.) . . . . . 5 \$ \_\_\_\_\_
- 6 Enter an estimate of your 2014 nonwage income (such as dividends or interest) . . . . . 6 \$ \_\_\_\_\_
- 7 **Subtract** line 6 from line 5. If zero or less, enter "-0-" . . . . . 7 \$ \_\_\_\_\_
- 8 **Divide** the amount on line 7 by \$3,950 and enter the result here. Drop any fraction . . . . . 8 \_\_\_\_\_
- 9 Enter the number from the **Personal Allowances Worksheet**, line H, page 1 . . . . . 9 \_\_\_\_\_
- 10 **Add** lines 8 and 9 and enter the total here. If you plan to use the **Two-Earners/Multiple Jobs Worksheet**, also enter this total on line 1 below. Otherwise, **stop here** and enter this total on Form W-4, line 5, page 1 . . . . . 10 \_\_\_\_\_

**Two-Earners/Multiple Jobs Worksheet (See *Two earners or multiple jobs* on page 1.)**

**Note.** Use this worksheet *only* if the instructions under line H on page 1 direct you here.

- 1 Enter the number from line H, page 1 (or from line 10 above if you used the **Deductions and Adjustments Worksheet**) . . . . . 1 \_\_\_\_\_
- 2 Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. **However**, if you are married filing jointly and wages from the highest paying job are \$65,000 or less, do not enter more than "3" . . . . . 2 \_\_\_\_\_
- 3 If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet . . . . . 3 \_\_\_\_\_

**Note.** If line 1 is **less than** line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4 through 9 below to figure the additional withholding amount necessary to avoid a year-end tax bill.

- 4 Enter the number from line 2 of this worksheet . . . . . 4 \_\_\_\_\_
- 5 Enter the number from line 1 of this worksheet . . . . . 5 \_\_\_\_\_
- 6 **Subtract** line 5 from line 4 . . . . . 6 \_\_\_\_\_
- 7 Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here . . . . . 7 \$ \_\_\_\_\_
- 8 **Multiply** line 7 by line 6 and enter the result here. This is the additional annual withholding needed . . . . . 8 \$ \_\_\_\_\_
- 9 Divide line 8 by the number of pay periods remaining in 2014. For example, divide by 25 if you are paid every two weeks and you complete this form on a date in January when there are 25 pay periods remaining in 2014. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck . . . . . 9 \$ \_\_\_\_\_

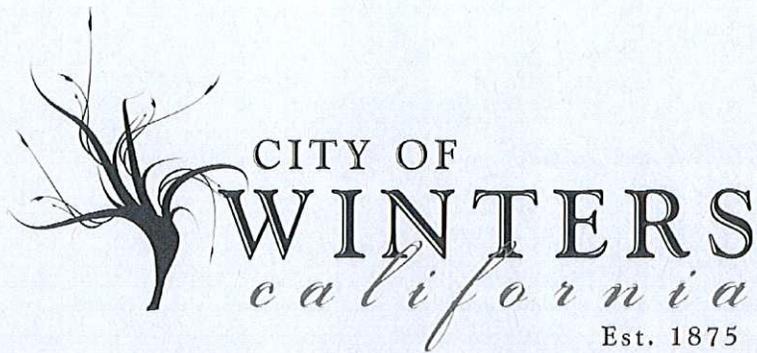
Table 1				Table 2			
Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>LOWEST</b> paying job are—	Enter on line 2 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above	If wages from <b>HIGHEST</b> paying job are—	Enter on line 7 above
\$0 - \$6,000	0	\$0 - \$6,000	0	\$0 - \$74,000	\$590	\$0 - \$37,000	\$590
6,001 - 13,000	1	6,001 - 16,000	1	74,001 - 130,000	990	37,001 - 80,000	990
13,001 - 24,000	2	16,001 - 25,000	2	130,001 - 200,000	1,110	80,001 - 175,000	1,110
24,001 - 26,000	3	25,001 - 34,000	3	200,001 - 355,000	1,300	175,001 - 385,000	1,300
26,001 - 33,000	4	34,001 - 43,000	4	355,001 - 400,000	1,380	385,001 and over	1,560
33,001 - 43,000	5	43,001 - 70,000	5	400,001 and over	1,560		
43,001 - 49,000	6	70,001 - 85,000	6				
49,001 - 60,000	7	85,001 - 110,000	7				
60,001 - 75,000	8	110,001 - 125,000	8				
75,001 - 80,000	9	125,001 - 140,000	9				
80,001 - 100,000	10	140,001 and over	10				
100,001 - 115,000	11						
115,001 - 130,000	12						
130,001 - 140,000	13						
140,001 - 150,000	14						
150,001 and over	15						

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

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The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.



**PLANNING COMMISSION  
STAFF REPORT**

**TO:** Board Chair and Members of the Planning Commission  
**DATE:** January 5, 2015  
**FROM:** John W. Donlevy, Jr., City Manager  
David Dowsell, Community Development Department Contract Planner   
**SUBJECT:** Winters Highlands – Public Hearing and consideration by the Winters  
Planning Commission of the proposed Amended and Restated  
Development Agreement and Amended Tentative Map

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**STAFF RECOMMENDATIONS:**

Staff recommends the Planning Commission:

1. Receive a Staff Report on a proposed amendments to the Winters Highlands Tentative Subdivision Map and an Amended and Restated Development Agreement; and
2. Conduct a Public Hearing to consider comments on the Amended Tentative Subdivision Map and the Amended and Restated Development Agreement; and
3. Consider the Addendum to the previously certified and approved CEQA clearance for the Winters Highlands Development Agreement in the form of an Environmental Impact Report and Mitigation Monitoring Program (Resolution No. 2006-08) adopted on April 4, 2006. Per Section 15060(c)(2) of the CEQA Guidelines, the proposed DA Amendment and Tentative Map Amendment are not subject to CEQA due to the lack of direct or reasonably foreseeable indirect physical change to the environment which would result from the adoption of the proposed Amended and Restated Development Agreement and Amended Tentative Map; and
4. Adopt Planning Commission Resolution No. PC 2015-01 (Attachment G) recommending that the Winters City Council adopt an ordinance approving the Amended and Restated Development Agreement for development of the property commonly known as the Winters Highlands property between the City of Winters

and GBH-Winters Highlands, LLC entered into, pursuant to Government Code sections 65864 through 65869.5, and approve the Amended Tentative Subdivision Map for the Winters Highlands Subdivision.

**BACKGROUND:**

Since 2006, the City has entered into five (5) development agreements (DA) with various developers for the subdivision and development of residential projects. In 2007, the real estate market essentially “crashed” and none of the proposed projects proceeded. Because of this, amendments have been initiated and adopted over the past eight years to keep the agreements current and viable for when the real estate market returns.

In April 2006, the City approved the Winters Highlands Development Agreement. In November 2006 a First Amendment was approved regarding certain terms related to the expansion of the wastewater treatment plant, the maximum number of non-market rate units that can be built per year and the amount of the fee for the new library and community pool. In January 2009 a Second Amendment was approved regarding the expiration date of the DA, further clarifying the number of non-market rate units that can be built per year and the amount of fees and when they were due. Notwithstanding the amendments to the Development Agreement, the Developer never commenced development of the project.

Early in 2014 the City started meeting with representatives of Homes by Towne, a homebuilder who is interested in acquiring the Winters Highlands Subdivision, provided that certain amendments can be made to the Development Agreement. Homes by Towne has been working on behalf of GBH-Winters Highlands, LLC, the current owner of the Winters Highlands property, discussing possible amendments to the original DA. This amendment and restatement to the Winters Highlands original DA is a comprehensive revision to essentially “modernize” the DA, to recognize capital improvements made during the interim, needs of the City and the Developer, and to make other amendments to the DA requested by Homes by Towne to make the project more financially feasible based on today’s housing market, in hopes of ensuring the development of the project.

These amendments are intended to bring the DA current and to create a balance that will bring a quality project to the City and one which is financially viable to build for the Developer. These modifications are discussed below.

**DISCUSSION:**

**Development Agreement**

The proposed amended and restated DA (Attachment C) includes the following changes to the original DA and the First and Second amendments:

1. Term: Establishes a new term for the DA of ten (10) years effective from the date of recording. The DA is currently set to expire in 2006.
2. Right to Assign: The DA retains the provisions that give the City approval rights over the assignment of the DA to another developer, but adds technical requirements to help protect the developer's financial information.
3. Reduction in the Number of Units: Reduces the number of lots from 413 to 395 due to the Developer agreeing to pay an in-lieu fee to meet the affordable housing obligation. The Developer is converting the 18 duplexes or 36 lots into 18 single-family lots thereby reducing the total number of lots to 395.
4. Phasing of Development: The DA previously limited the number of units that could be developed on an annual basis as part of the Winters Highlands subdivision. The Amended and Restated DA eliminates the annual limits set forth in the DA, and instead includes a limitation to prevent the Developer from pulling building permits for more than 200 units in a single year.
5. Affordable Housing: Requires the developer pay an in-lieu fee of \$2,000,000 and offer land dedication to meet the obligation to provide a 30-unit low income apartment and 18 affordable duplexes within the subdivision, consistent with the amended Affordable Housing Plan approved by the City Council earlier this year. The developer will be providing 18 moderate income deed restricted affordable single-family homes within the subdivision.
6. Obligations to Winters Joint Unified School District: The obligations to the School District are amended based on new terms that were negotiated between the Developer and the School District directly.
7. Annuity: Revises the original DA by deleting Section 4.5 regarding the provision requiring a fiscal neutrality annuity payment of \$2,402 per unit. This is being deleted after the same requirement for the Hudson-Ogando Subdivision was recently deleted from that DA based on a revised fiscal analysis for the project that indicates these projects will not require the annuity to be fiscally neutral.
8. Mello Roos Financing: The Amended and Restated DA offers the Developer the options of pursuing the formation of a Community Facilities District to help finance the construction of public improvements and amenities associated with the development.
9. Park Improvements: The Amended and Restated DA does not change the obligations for the construction of the linear park within the development, but does clarify that in the event the park improvements exceed the cost estimate for those improvements, and the City opts to contribute to ensure that the park is

constructed as designed, that future phases of the Development will not be delayed, provided that the Developer has paid its full obligation toward the cost of constructing the park.

10. Waste Water Treatment Plant: The original DA provided that the Developer would provide advance funding for a second phase of the City's wastewater treatment plant, and in exchange for that advanced funding, the Developer was guaranteed capacity in the City's treatment plant for a specific number of units. The Amended and Restated DA removes the advanced funding obligation, but also removes the guarantee of the availability of wastewater capacity. Instead, the City Engineer will determine whether there is sufficient capacity prior to issuing a final map for each phase of the project. Instead, the Developer has agreed to fund an update to the City's Wastewater Treatment Master Plan, and a financing plan to determine how to fund future expansion of the plant. The Developer will be eligible to receive reimbursement from future development for the cost of advance funding these studies.
11. Broadband Infrastructure: Revise to require the Agreement to include the installation of and dedication to the City of broadband conduit infrastructure for all units within the subdivision.
12. Removal of Requirements for Facilities Previously Constructed: The original DA included requirements for advance contributions to the construction of the Public Safety Facility, the Library and the Community Pool. The Developer provided funding for these facilities already, and they have been constructed. The requirements have been removed
13. Removal of Miscellaneous Contributions: The Original DA also included certain miscellaneous contributions toward environmental education programs, development of the Putah Creek Park, and improvements to the Winters High School cafeteria, totaling \$450,000. The obligation to make those contributions has been removed.

### **Tentative Map**

As mentioned above, the Developer is requesting a reduction in the number of lots from 413 to 395 by amending the Tentative Map. The Developer is also requesting approval to amend the Tentative Map Conditions of Approval by revising Conditions Nos. 61-63, 65, 68 and 80 having to do with design of the future homes. The Developer is proposing as an alternative to these conditions that all future homes must meet the Winters Highlands Architectural Guidelines ("Guidelines", Attachment D). Staff has reviewed the Guidelines and found they meet the intent of these conditions to ensure good design. Based on the acceptance of the Guidelines Staff recommends amending the conditions as follows:

61. In order to achieve architectural diversity, the developer shall offer four floor plans and 12 elevations (three per plan) for each new model phase, consistent with the Winters Highlands Architectural Guidelines.
62. A minimum of half of the required elevations shall include brick or stone veneer wainscot which wraps around the sides of the structure so that it terminates at a point where the yard fencing begins consistent with the Winters Highlands Architectural Guidelines.
63. Each elevation for a particular floor plan shall be distinctive, with a unique roof design, architectural detailing, and application of exterior materials consistent with the Winters Highlands Architectural Guidelines. Single story and two-story plans shall be varied.
65. A minimum of 50 percent of the units shall have prominent useable architectural features such as courtyards, porches or balconies consistent with the Winters Highlands Architectural Guidelines.
68. Entry walks to individual residences shall be separated from the driveway by a landscaped area.
80. The following lots shall have wrap-around porches with front doors facing the park: 154, 168 (east), 169, 188, 221 (east), 240 (east), 262, 263, 288, 289, and 312 (east). The following lots shall have wrap-around porches with front doors facing the park and driveways on the local street: 155, 220, 239, and 311 consistent with the Winters Highlands Architectural Guidelines.

### **ENVIRONMENTAL ASSESSMENT**

An Environmental Impact Report was prepared for this project and certified by the City Council on April 4, 2006 (Resolution 2006-08). An Addendum (Attachment E) has been prepared consistent with Section 15164 of the CEQA Guidelines. The addendum finds that the proposed amendments to the Mitigations Measures in the Mitigation Monitoring Program, the Development Agreement and Tentative Map are not significant to require preparation of a subsequent EIR.

### **PLANNING COMMISSION ACTION:**

Staff recommends the Planning Commission adopt Planning Commission Resolution No. PC 2015-01, recommending that the Winters City Council approve the Amended and Restated Development Agreement for development of the property commonly known as the Winters Highlands property between the City of Winters and GBH-Winters Highlands, LLC is being proposed, pursuant to Government Code sections 65864 through 65869.5, and further approve the Amended Tentative Subdivision Map (Attachment G) for the Winters Highlands Subdivision.

**CEQA findings:**

1. The Planning Commission finds based the on their review of the Addendum that the changes to the Mitigations Measures in the Mitigation Monitoring Program, the Amended and Restated Development Agreement and Amended Tentative Map (the "Project") are not considered significant enough to require preparation of a subsequent EIR, and recommends that the City Council make such findings in connection with the approval of the Amended and Restated Development Agreement and the Amended Tentative Subdivision Map.
2. The Planning Commission has considered comments received on the project during the public review process.
3. The decision not to prepare a subsequent EIR reflects the independent judgment and analysis of the City of Winters.

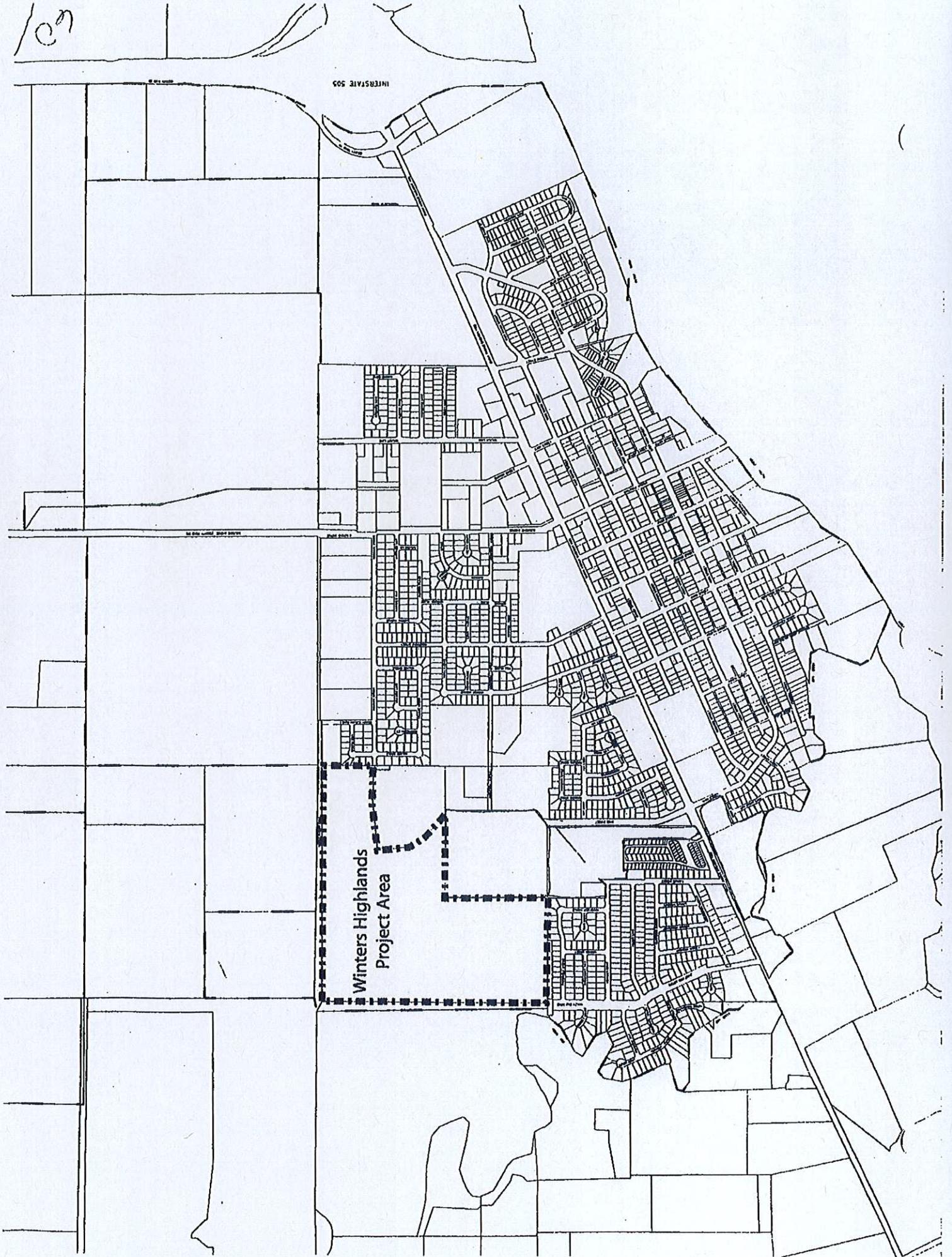
**ATTACHMENTS:**

- A. Project Map
- B. Notice of Public Hearing
- C. Redlined Comparison to Original Development Agreement with First and Second Amendments
- D. Winters Highlands Architectural Guidelines
- E. Addendum
- F. Amended Tentative Subdivision Map
- G. Planning Commission Resolution No. PC 2015-01

107

INTERSTATE 505

Winters Highlands  
Project Area



## NOTICE OF PUBLIC HEARING BEFORE THE PLANNING COMMISSION

Notice is hereby given that an Amended and Restated Development Agreement for development of the property, commonly known as the Winters Highlands, between the **City of Winters** and **GBH-Winters Highlands, LLC**, is being proposed, pursuant to Government Code sections 65864 through 65869.5 in order to make amendments to extend the term of the existing Development Agreement, make certain amendments to the financial contributions to be made by the Developer, amend the affordable housing requirements for the development, and make other technical amendments. The Developer is also requesting an amendment to the Winters Highlands Tentative Subdivision Map to reduce the number of lots from 413 to 395, and to amend certain design requirements set forth in the Conditions of Approval for the Winters Highlands Tentative Subdivision Map.

The development consists of residential development on approximately 102.6 acres, Yolo County APNs 030-220-17, 030-220-19, and 030-220-33, located south of Moody Slough Road, east of the westerly City limits, north of the existing Dry Creek Subdivision and north and northwest of the Hudson-Ogando and Callahan subdivisions.

The Amended and Restated Development Agreement and Amended Tentative Subdivision Map will be reviewed by the Planning Commission at a special meeting in the City Council Chambers, at 318 First Street, on January 5, 2015 at or after the hour of 6:30 p.m. Comments and recommendations from the Planning Commission on the Amended and Restated Development Agreement and Amended Tentative Subdivision Map will be presented to the Winters City Council on January 20, 2015, at a meeting to be separately noticed.

Prior to the scheduled Planning Commission hearing, copies of the staff report, the Amended and Restated Development Agreement and the Amended Tentative Subdivision Map will be available for review at City Hall. Any person having an interest in any property affected by the proposed Amended and Restated Development Agreement and Amendment Tentative Subdivision Map may appear at the above hearing either in person or by counsel or both and may be heard in support of his/her position. If you challenge the decision of this project in court, pursuant to Government Code section 65009, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Winters at or prior to the public hearing.

The purpose of the public hearing will be to give citizens an opportunity to make their comments known. If you are unable to attend the public hearing, you may direct written comments to the City of Winters, City Clerk, 318 First Street, Winters, CA 95694 or you may telephone (530) 795-4910, extension 101, before the meeting on January 5, 2015. In addition, a public information file is available for review at the above address between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

If you plan on attending the public hearing and need a special accommodation because of a sensory or mobility impairment/disability, please contact Nanci Mills, City Clerk, (530) 795-4910, extension 101 to arrange for those accommodations to be made.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

The City of Winters  
318 First Street  
Winters, California 95694  
Attention: City Manager

No fee for recording pursuant  
to Government Code Section 27383

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(Space Above This Line Reserved For Recorder's Use)

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF WINTERS**

**AND**

**GBH-WINTERS HIGHLANDS, LLC**

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**AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF WINTERS AND GBH-WINTERS  
HIGHLANDS, LLC RELATING TO THE DEVELOPMENT  
OF THE PROPERTY COMMONLY KNOWN AS  
THE WINTERS HIGHLANDS PROPERTY**

**THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT** ("Agreement") is entered into between the CITY OF WINTERS, a municipal corporation (the "City"), and GBH-WINTERS HIGHLANDS, LLC, a California limited liability company (the "Developer"), under the authority of § 65864 *et seq.* of the Government Code of the State of California and Chapter 2 of Title 11 of the Winters Municipal Code. This Agreement is effective on the date it is recorded in the Office of the County Recorder of Yolo County. The City and the Developer are sometimes referred to herein as the Parties.

**FACTS AND CIRCUMSTANCES**

This Agreement is entered into based on the following facts and circumstances, among others:

1. The City of Winters is a small city in Yolo County which, among other things, prides itself in being a clean, safe, and family-friendly place to live.
2. The Developer is in the business of developing residential communities in Northern California, including the development of property in a manner which promotes the goals envisioned by the City for its residents.
3. In order to meet the needs of the City and the Developer, the Parties agree that the best method of planning the residential development of the Property owned by the Developer, commonly known as the Winters Highlands Property

and further described in Exhibit A and depicted in Exhibit B to this Agreement, is through the use of a Development Agreement as authorized by the Planning and Zoning Law, Division 1, Chapter 4, Article 2.5(commencing with California Government Code § 65864) [entitled "Development Agreements"] and Title 11, Chapter 2 of the Winters Municipal Code [entitled "Development Agreements"].

4. In order to meet these needs, the City and Developer entered into a Development Agreement approved by Ordinance No. \_\_\_\_\_ on \_\_\_\_\_, 2005 and recorded in the Official Records of Yolo County as Document No. \_\_\_\_\_, which Development Agreement has been amended by an Amendment No. 1 to Development Agreement dated \_\_\_\_\_ and recorded in the Official Records of Yolo County as Document No. \_\_\_\_\_, and an Amendment No. 2 to Development Agreement dated \_\_\_\_\_ and recorded in the Official Records of Yolo County as Document No. \_\_\_\_\_ (collectively, the "Original Development Agreement").

5. The City and Developer desire to enter into this Agreement to incorporate the previously approved amendments into a single document and make additional amendment to extend the term of the Original Development Agreement and to further update the term and conditions to reflect the current needs and objectives of the Parties.

6. It is the intent of the Parties in entering into this Agreement **supersede and replace the Original Development Agreement in its entirety, and further** to provide a mechanism by which the City's General Plan may be implemented in a manner which provides the Developer certain rights to develop the Winters Highlands Property in exchange for planning and financial commitments by the Developer which will mitigate the impact of new

development on the City's infrastructure and its ability to provide municipal services, while providing the City with sufficient discretionary control and police power authority to protect the health, safety, and general welfare.

**ARTICLE 1**  
**DEFINITIONS**

Section 1.1 Definitions.

The following words or phrases used in this Agreement shall have the meanings set forth in this Article. All words not specifically defined shall be deemed to have their common meaning and/or the meaning generally given to such words in the parlance of the planning and development of real property in the State of California.

1. "Agreement" means this Development Agreement.
2. "Application fees" means the amount paid by the Developer for the processing of any Land Use Entitlement or for an amendment to this Agreement.
3. "Building Permit" means the ministerial permit issued for the construction of a residential housing unit or other structure upon the payment of all applicable fees.
4. "City" means the legal entity known as the City of Winters, a municipal corporation of the State of California. It includes the officers, agents, employees, bodies, and agencies of the City as the context may indicate. It also includes each person duly appointed to carry out a specific function as required in this Agreement. (e.g., the term "City Engineer" includes the person holding that

title or any other person designated by the City to perform the functions set forth in the Agreement to be performed by the City Engineer.)

5. "City of Winters" means the physical boundaries of the City of Winters.

6. "City Public Works Improvement Standards and Construction Specifications" means the City of Winters Public Works Improvement Standards and Construction Specifications, dated September, 2003, and as amended from time to time.

7. "Condition of Approval" means a requirement placed on a land use entitlement which must be satisfied in order for the entitlement to be effective. Example: a condition that a road be built at the expense of the Developer and dedicated to the City as a public thoroughfare.

8. "Conditions of Approval" means the conditions placed on the approval of the Winters Highlands Land Use Entitlements, including the Tentative Subdivision Map. A copy of the Conditions of Approval is attached as Exhibit D.

9. "Developer" means the GBH-Winters Highlands, LLC, a California limited liability company, and/or its successor(s) in interest.

10. "Discretionary Approval" means an action which requires the exercise of judgment, deliberation, or discretion on the part of the City in approving or disapproving a particular activity.

11. "Final Subdivision Map" or "Final Map" means the map submitted to the City which, once approved under the City's Subdivision Ordinance and the

Subdivision Map Act, is recorded in the Official Records of Yolo County and legally creates the residential lots, streets, and other land use features shown on it.

12. "Impact Fee" means the amount paid by the Developer to mitigate the impacts of development of the Property and used to pay for public facilities attributable to the development project.

13. "Land Use Entitlement" means either a Discretionary Approval or Ministerial Approval.

14. "Ministerial Approval" means an action by the City given where there has been compliance with applicable regulations and which does not require the exercise of discretion.

15. "Mitigation Measures" means the requirements placed on the development of the Property to cure or lessen the environmental impact of a particular physical activity as identified as part of the analysis done for the Property under the California Environmental Quality Act (CEQA). The Mitigation Measures are a part of Exhibit D, Conditions of Approval.

16. "Nexus Study" means a study used as the basis for imposing an Impact Fee on new development in accordance with California Government Code section 66000, *et seq.*

17. "Off-site improvement" means a public improvement constructed outside the physical boundaries of the Property.

18. "On-site improvement" means a public improvement constructed within the physical boundaries of the Property.

19. "Party" means either the City or the Developer, or their successors, as the context may indicate. "Parties" means both the City and the Developer, or their successors.

20. "Phase" means a Final Map for a portion of the Winters Highlands Tentative Subdivision Map.

21. "Phasing Plan" means the Phases planned for development of Winters Highlands, to be developed generally in the sequence shown on the Plan. The Phasing Plan for the Winters Highland Tentative Subdivision Map is attached as Exhibit E.

22. "Phasing Schedule" means the schedule for commencement and completion of certain Infrastructure in conjunction with each Phase of the Phasing Plan. The Phasing Schedule is attached as Exhibit F.

23. "Property" means the property commonly known as the Winters Highland Property, Yolo County Assessor's Parcels No. 030-220-17, 030-220-17,030-220-19,030-220-49 and 030-220-50.

24. "Public Improvements" or "Infrastructure" means facilities constructed or to be constructed for use in accommodating residential use on the Property.

25. "Winters Highlands Property" or the "Property" means the real property which is the subject of this Agreement. It is legally identified as Yolo County Assessor's Parcels No. 030-220-17, 030-220-17,030-220-19,030-220-49 and 030-220-50, and is more specifically shown and described in Exhibits A and B.

26. "Winters Highlands Tentative Subdivision Map" means the tentative map, and the Conditions of Approval, approved for the Property in accordance with the Subdivision Map Act and the City's Subdivision Ordinance. A copy of the Winters Highlands Tentative Subdivision Map is attached as Exhibit C.

27. "Winters Highlands Subdivision" means the residential development created by the Winters Highlands Tentative Subdivision Map.

## ARTICLE 2

### GENERAL PROVISIONS

#### Section 2.1 All Exhibits Deemed Incorporated By Reference.

Unless specifically stated to the contrary, the reference to an exhibit by a designated letter or number shall mean that the exhibit is made a part of this Agreement.

#### Section 2.2 Property to be Developed.

The Property to be developed under this Agreement is the property commonly known in the City of Winters as the Winters Highlands Property, Yolo County Assessor's Parcels No. 030-220-17, 030-220-17,030-220-19,030-220-49 and 030-220-50. A map showing the location and boundaries of the Property is attached as Exhibit B and a legal description describing the Property is attached as Exhibit A. In this Agreement the Winters Highlands Property will, in most instances, be referred to simply as the "Property."

#### Section 2.3 Agreement to be Recorded; Effective Date; Term.

a. When fully executed, this Agreement will be recorded in the Official Records of Yolo County, pursuant to Government Code section 65868.5.

This Agreement is effective on the date it is recorded in the Office of the County Recorder of Yolo County, and upon recordation of this Agreement, it shall replace and supersede the Original Development Agreement in its entirety, and the Original Development Agreement shall be of no further force and effect.

b. The term of this Agreement is ten (10) years, commencing on the date it is recorded, unless otherwise extended in accordance with State law and City ordinances .

Section 2.4 Equitable Servitudes and Covenants Running With the Land.

Any successors in interest to the City and the Developer shall be subject to the provisions set forth in Government Code sections 65865.4 and 65868.5. 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 with regard to the development of the Property: (a) is for the benefit of and is a burden upon the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each Party and each successor in interest during ownership of the Property or any portion thereof. Nothing herein shall waive or limit the provisions of Section 2.5, and no successor owner of the Property, any portion of it, or any interest in it shall have any rights except those assigned to the successor by the Developer in writing pursuant to Section 2.5. In no event shall an owner or tenant of an individually completed residential unit within the Winters Highlands Subdivision have any rights under this Agreement.

Section 2.5 Right to Assign; Non-Severable Obligations.

a. The Developer shall have the right to sell, encumber, convey, assign or otherwise transfer (collectively "assign"), in whole or in part, its rights,

interests and obligations under this Agreement to a third party during the term of this Agreement.

b. No assignment shall be effective until the City approves the assignment, **which** shall not be unreasonably withheld provided:

1. The assignee has the financial ability to meet the obligations proposed to be assigned and to undertake and complete the obligations of this Agreement affected by the assignment; and

2. The proposed assignee has adequate experience with residential **or non-residential** developments of comparable scope and complexity to **the portion of the Project that is the subject of the assignment.**

c. **Any request for City approval of an assignment shall be in writing and accompanied by audited financial statements of the proposed assignee and any additional information concerning the identify, financial condition and experience of the assignee as the City may reasonably request; provided that, any such request for additional information shall be made, if at all, not more than fifteen (15) business days after the City's receipt of the request for approval of the proposed assignment. To the extent permitted by law, all information submitted to the City shall constitute confidential and proprietary information, and the proposed assignee shall mark any material submitted to the City as such. The City shall have ten (10) business days to review all information provided by the proposed assignee after which all submitted information shall be returned to the proposed assignee. The City review and discussion of all materials submitted by the proposed assignee shall occur in a private meeting and shall not be discussed during a public hearing. To the extent**

permitted by law, the City agrees to maintain the confidentiality of all information provided by the proposed assignee in perpetuity.

d. The provisions of subsection b do not apply to the sale of: (i) any lots as shown on Exhibit C for which a Subdivision Improvement Agreement has been approved and entered into by the City and that are subject to a performance bond for infrastructure improvements, (ii) any finished residential lot; or (iii) parcels designated for non-residential uses.

e. Notwithstanding subsection b above, mortgages, deeds of trust, sales and lease-backs or any other form of conveyance required for any reasonable method of financing are permitted, but only for the purpose of securing loans of funds to be used for financing the acquisition of the Property, the development and construction of improvements on the Property and other necessary and related expenses. The holder of any mortgage, deed of trust or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, subject to all of the terms and conditions of this Agreement.

f. Nothing in this Section shall be deemed to constitute or require City consent to the approval of any subdivision or parcelization of the Property, in addition to the Winters Highlands Tentative Subdivision Map. The Parties recognize and acknowledge that any such actions must comply with applicable City

laws and regulations and be consistent with the General Plan, the Land Use Entitlements and this Agreement. Nothing in this Section shall be deemed to constitute or require City consent to an assignment that consists solely of a reorganization of the Developer's business structure.

Section 2.6 Amendment of the Agreement.

This Agreement may be amended from time to time with the mutual written consent of both Parties as provided by Government Code section 65868 and Title 11, Chapter 2, Article 6 (Amendment or Cancellation by Mutual Consent) of the Winters Municipal Code. The cost by the City in processing a proposed amendment shall be paid by the Developer. The Developer shall pay normal Application fees.

Section 2.7 Whole Agreement; Conflict with Municipal Code.

a. This Agreement, together with any subsequent addenda, amendments, or modifications, shall constitute the entire agreement of the Parties as to the development of the Property. All prior agreements of the Parties, whether written or oral, are of no further force or effect.

b. The provisions of Title 15, Chapter 15.72 of the Winters Municipal Code entitled "Development Agreements" are incorporated by this reference into this Agreement. However, if there is a conflict between a specific provision of the Winters Municipal Code and a specific provision of this Agreement, this Agreement shall prevail.

Section 2.8 Choice of Law; Venue; Attorneys' Fees; Dispute Resolution.

a. This Agreement shall be interpreted according to the laws of the State of California. The venue for any litigation concerning its meaning shall be the Superior Court of Yolo County. The prevailing Party in such litigation, as determined by the court, shall be awarded reasonable attorneys' fees in addition to statutory costs.

b. Nothing herein shall preclude the Parties from entering into a separate agreement to resolve any matter concerning this Agreement by a method other than litigation in court, including binding arbitration.

Section 2.9 Notices.

a. Formal written notices, demands, correspondence, and communications between the City and the Developer shall be given if sent to the City and the Developer by any one of the following methods:

1. Via certified U.S. Mail, return receipt requested.
2. Via an overnight mail service of the type normally used by the business community, such as Federal Express or UPS Overnight.
3. By facsimile, provided a "hard" copy is sent at the same time by regular U.S. Mail.

b. The written notices, demands, correspondence, and communications may be directed in the same manner to such other persons and addresses as either Party may from time to time designate. Notices to the City shall be given as follows:

City of Winters  
318 First Street

Winters, CA 95694  
Attn: City Manager  
Telephone (530) 795-4910 x 110  
FAX (530) 795-4935

- c. Notices to the Developer shall be given as follows:

**Diana Reichert Meyer**  
**President and CEO, Meyer Crest, Ltd.**  
**725 Folger Avenue**  
**Berkeley, CA 94710**  
**Telephone (510) 845-1077**  
**FAX (510) 845-1544**

Section 2.10 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

Section 2.11 Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and the City. This Agreement shall insure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

Section 2.12 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, or unenforceable, in whole or in part for any reason, the remaining terms and provisions of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provisions, in which case either Party may terminate this Agreement by providing written notice thereof to the other. In the event of

such termination, the provisions of Section 5.2 relating to termination of the Agreement by mutual written consent of the Parties shall apply. Without limiting the generality of the foregoing, no judgment determining that a portion of this Agreement is unenforceable or invalid shall release Developer from its obligations to indemnify the City under this Agreement.

Section 2.13 Unapproved Transfers Void. Any assignment or attempted Assignment that is **inconsistent with** Article 2 shall be unenforceable and void and shall not release Developer from any rights or obligations hereunder.

Section 2.14 Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure. The Developer's breach of any of the **covenants** or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property, or any part thereof or interest therein, whether or not said mortgage or deed of trust is subordinated to this Agreement, but, the terms, conditions, covenants, restrictions and reservations of this Agreement shall be binding and effective against the holder of any such mortgage or deed of trust or any owner of the Property, or any part thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise. Provided, however, notwithstanding anything to the contrary above, the holder of a mortgage or deed of trust, or the successors or assigns of such holder or owner through foreclosure, shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless the holder or owner desires to continue development of the Property consistent with this Agreement and the Land Use Entitlements, in which case the holder shall assume the obligations of Developer hereunder in a form acceptable to the City.

**ARTICLE 3**

**DEVELOPMENT OF THE PROPERTY**

Section 3.1 Land Use Entitlements.

a. The Property shall be developed in accordance with the Conditions of Approval and the following ordinances, policies and Land Use Entitlements, all of which have been adopted or approved by the City Council:

1. Final Environmental Impact Report, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program (Resolution No. 2006-08 adopted on April 4, 2006).

2. Addendum to the Final Environmental Impact Report (Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_).

3. This Amended and Restated Development Agreement (Ordinance No. 2015-\_\_ adopted \_\_\_\_\_, 20\_\_ and effective on \_\_\_\_\_, (the "Enacting Ordinance")).

4. General Plan Amendment (applicable city-wide) to change the density range for the Medium Density Residential (MR) designation from 5.4-8.8 dwelling units per acre to 4.1-6.0 dwelling units per acre (Resolution No. 2006-09 adopted on April 4, 2006).

5. General Plan Amendment to change the Land Use Map for the Property (102.6 acres) as follows (a) 7.81 acres from Low Density Residential (LR) to Medium/High Density Residential (MHR); (b) 25.26 acres from (LR) to Medium Density Residential (MR); (c) 3.19 acres from MR to LR; (d) 7.11 acres

from MR to MHR; (e) 3.89 acres from MR to Recreation and Parks (RP); (f) 0.31 acres from MR to High Density Residential (HR); (g) 11.47 acres from LR to RP; (h) 0.37 acres from LR to Public/Quasi-Public (PQP); (i) 4.99 acres from PQP to MR; (j) 2.39 acres from RP to HR; (k) 4.71 acres from RP to MHR; (l) 0.23 acres from PQP to MHR; (m) 6.66 acres from RP to MHR; (n) 1.51 acres from Open Space (OS) to RP; and, (o) 1.34 acres from RP to OS (Resolution No. 2006-09 adopted on April 4, 2006).

6. General Plan Amendment to change the Land Use Map for off-site property as follows: (a) 0.22 acres from RP to OS; (b) 0.02 acres from PQP to OS; (c) 2.44 acres from PQP to RP; (d) 0.29 acres from PQP to MHR; (e) 3.84 acres from LR to PQP; (f) 0.32 acres from PQP to Neighborhood Commercial (NC); (g) 0.48 acres from PQP to HR; (h) 2.09 acres from RP to HR; (i) 1.25 acres from NC to HR; (j) 1.94 acres from HR to LR; (k) 4.67 acres from RP to LR; (l) 0.48 acres from RP to PQP; (m) 0.07 acres from PQP to LR; and, (n) 3.16 acres from Rural Residential (RR) to LR. (Resolution No. 2006-09 adopted on April 4, 2006).

7. General Plan Amendment to modify the Flood Overlay Zone within the Land Use Element; and, re-designate Moody Slough Road as a Primary Collector in the Circulation Element (Resolution No. 2006-09 adopted on April 4, 2006).

8. Zoning Ordinance Amendments to change the Zoning Map for the Property (102.6 acres ) as follows: (a) 7.81 acres from Single Family Residential 7,000 SF Average Minimum (R-1) to Single and Multi-Family Residential (R-3/PD); (b) 25.26 acres from R-1 to Single Family Residential 6,000 SF Average Minimum (R-2); (c) 3.19 acres from R-2 to R-1; (d) 7.11 acres from

R-2 to R-3/PD; (e) 3.89 acres from R-2 to Parks and Recreation (P-R); (f) 0.31 acres from R-2 to High Density Multi-Family Residential (R-4); (g) 11.47 acres from R-1 to P-R; (h) 0.37 acres from R-1 to Public/Quasi-Public (PQP); (i) 4.99 acres from PQP to R-2; (j) 2.39 acres from P-R to R-4; (k) 4.71 acres from P-R to R-2; (l) 0.23 acres from PQP to R-3/PD; (m) 6.66 acres from P-R to R-3/PD; (n) 1.51 acres from Open Space (OS) to P-R; and, (o) 1.34 acres from P-R to OS (Ordinance No. 2006-03 adopted April 18, 2006 and effective on May 18, 2006).

9. Zoning Ordinance Amendments to change the Zoning Map for off-site property as follows: (a) 0.22 acres from Parks and Recreation (PR) to OS; (b) 0.02 acres from PQP to OS; (c) 2.44 acres from PQP to RP; (d) 0.29 acres from PQP to Multi-Family Residential (R-3); (e) 3.84 acres from Single Family Residential 7,000 Sf Minimum (R-1) to PQP; (f) 0.32 acres from PQP to Neighborhood Commercial (C-1); (g) 0.48 acres from PQP to High Density Multi-Family Residential (R-4); (h) 2.09 acres from PR to R-4; (i) 1.25 acres from C-1 to R-4; (j) 1.94 acres from R-4 to R-1; (k) 4.67 acres from PR to R-1; (l) 0.48 acres from PR to PQP; (m) 0.07 acres from PQP to R-1; and, (n) 3.16 acres from Rural Residential (R-R) to R-1. (Ordinance No. 2006-03 adopted April 18, 2006 and effective on May 18, 2006).

10. Planned Development (PD) Permit to allow for modification of the minimum lot area, lot width, and lot depth for R-3 lots as identified on the Winters Highlands Tentative Subdivision Map (Permit No. 2006-01 approved on April 4, 2006).

11. Exclusion of the Property from the West Central Master Plan (Resolution No. 2006-09 adopted on April 4, 2006).

12. Amendments to the Circulation Master Plan (adopted May 19, 1992) and Standard Street Cross Sections (adopted October 2, 2001) (Resolution No. 2006-09 adopted on April 4, 2006).

13. Amendments to the Bikeway System Master Plan (adopted November 19, 2002) (Resolution No. 2006-09 adopted on April 4, 2006).

14. Amendments to the Rancho Arroyo Storm Drain District Master Plan to modify the Rancho Arroyo drainage shed (Resolution No. 2006-09 adopted on April 4, 2006).

15. Winters Highlands Tentative Subdivision Map (Map No. 4507), **as amended**, with Findings of Fact and Conditions of Approval, on 102.6 acres creating **422** single-family lots (including **18** duplex lots ) on 49.45 acres; a 2.01 acre parcel for 30 apartments; 10.63 acres for park land (plus a 10,000 SF well site); 7.43 acres of open space and wetlands; an exchange parcel of 0.04 acres to the Callahan Estates project; and 32.81 acres in public roads. (Resolution No. 2006-09 adopted on April 4, 2006, **as amended by Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_**).

16. A Lot Line Adjustment allowing an exchange of property with the adjoining Callahan Estates project (Resolution No. 2006-09 adopted on April 4, 2006).

b. Under the provisions of Government Code section 66452.6(a), the term of the Winters Highlands Subdivision Tentative Subdivision Map is hereby extended to be co-terminus with the term of this Agreement.

Section 3.2 Consistency with General Plan.

The City finds that the provisions of this Agreement and the development of the Property are consistent with and conform to the General Plan of the City of Winters, as amended.

Section 3.3 Vested Rights of Developer.

Unless otherwise provided in this Agreement, the Developer shall have the vested right to develop the Property in accordance with the Land Use Entitlements described in Section 3.1 above, and in conformity with the City rules, regulations, policies, standards, specifications and ordinances (collectively "City laws") in effect on the date of adoption of the Enacting Ordinance.

Section 3.4 Rights Retained by the City.

This Agreement shall be construed to reserve to the City all power and authority to regulate the development of the Property, unless expressly limited herein. Notwithstanding any other provision of this Agreement, the following regulations and provisions shall apply to the development of the Property:

a) Application fees and charges of every kind and nature imposed by the City to cover the actual costs to the City of processing development applications or for monitoring compliance with any land use entitlements granted or issued.

b) Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided such procedures are

uniformly applied on a city-wide basis to all substantially similar types of development projects and properties.

c) Regulations governing construction standards and specifications including, without limitation, the City's building code, plumbing code, mechanical code, electrical code, fire code and grading code, and all other uniform construction codes then applicable in the City at the time of permit application.

d) City laws which may be in conflict with the Land Use Entitlements but which are reasonably necessary to protect the public health and safety, provided such City laws and regulations are uniformly applied on a city-wide basis to all substantially similar types of development projects and properties.

e) New City laws applicable to the Property, (i) mandated by State or federal law; (ii) required for reasons of public health, safety or welfare, based upon findings adopted by the City Council; or (iii) which do not conflict with the vested right of Developer to develop the Property in accordance with the Land Use Entitlements described in Section 3.1 above, provided such new rules, regulations, policies, standards and specifications are uniformly applied to all substantially similar types of development projects and properties, and do not materially impact the Project.

f) Fees and charges which are in effect and collected at the time of the approval of a Final Subdivision Map or the issuance of a Building Permit, as provided in this Agreement or as generally applicable throughout the City of Winters, including, but not limited to, Impact Fees for

traffic signalization, storm drainage infrastructure, sewer infrastructure, water infrastructure, traffic and pedestrian circulation, library services and police and fire buildings and equipment.

Section 3.5 Other Vesting Laws Inapplicable.

a. It is the intent of the Parties that the provisions of this Agreement shall supersede any provision of State or federal law pertaining to the vested rights of the Developer to develop the Property, whether those laws are currently in force or become effective after this Agreement is recorded. The laws in effect as referenced in the preceding sentence include, but are not limited to, provisions of the Government Code pertaining to Development Agreements (section 65864 *et seq.*) and Development Rights [vesting tentative maps] (section 66498 *et seq.*).

b. Notwithstanding subsection a., however, to the extent that a State and/or federal law becomes effective after this Agreement is recorded and it is specifically applicable to the vested rights of landowners generally in the development of their properties, such State and/or federal law shall prevail.

c. The Developer shall not make any application to develop the Property, in whole or in part, under any vesting law, unless the right to do so is specifically granted by State and/or federal law which becomes effective after the date of the recording of this Agreement.

Section 3.6 Commencement and Phasing of Development.

a. The Developer shall have sole discretion to determine when the final map for Phase I of the Winters Highlands Subdivision, and accompanying subdivision improvement plans, are submitted for City review and approval.

b. Developer agrees to undertake the development of the five (5) Phases of the Winters Highlands Subdivision in sequential order (i.e., Phase I, Phase II, Phase III, Phase IV and Phase V), and to apply for a separate Final Map for each Phase of the Subdivision. **Multiple Phases may be undertaken simultaneously provided that the Developer shall make application for each Final Map in sequential order as set forth in this subsection (b), and no more than two (2) Final Maps may be approved at one time.**

c. Developer acknowledges and agrees that the approval of a Final Map for any Phase of the Winters Highlands Subdivision shall be contingent upon a determination by the City that the Developer has fully complied with the terms of this Agreement in the development of the prior Phase or Phases, in addition to satisfying the other requirements imposed by State statute, City law, the Land Use Entitlements or the Conditions of Approval.

Section 3.7 Maximum Number of Building Permits Per Year; Non-Market Rate Units.

a. To provide for orderly growth within the City of Winters, the Developer shall **not** be entitled to apply for and receive **Building Permits for more than 200** single family residential **units in a single calendar** year for the Winters Highlands Subdivision, **except that this limitation shall not apply to the deed restricted moderate income units as described below.**

b.

No Building Permit shall be issued for any residential lot for which the Developer has not made application at the time of the expiration of this Agreement, unless and until the City and Developer enter into a subsequent Development Agreement. This provision shall survive the termination of this Agreement.

c. **Eighteen (18) moderate income** deed restricted affordable housing units **(the “Affordable Units”)** shall be constructed in the Winters Highlands Subdivision pursuant to the **City’s** land use regulations **and the Affordable Housing Plan adopted for the Winters Highland Subdivision.** The Developer may apply for and receive building permits for these units at any time during the term of the Agreement, provided however; the Developer must complete the construction of the Affordable Units within each Phase of the subdivision prior to the issuance of building permits for market rate units within any subsequent **phase.**

d. The purpose of limiting the number of Building Permits issued in any year is to allow the City to meter growth in such a manner that the total number of new units built per year, within the Winters Highlands Subdivision and within other properties, does not exceed the number which can reasonably be served with municipal and **education** services without unduly impacting those existing units which receive such services.

e. **In order to satisfy the City’s needs for affordable housing in accordance with the approved Affordable Housing Plan for the Winters Highlands Subdivision, in addition to construction of the Affordable Units as set forth in Section 3.7(c), Developer shall do the following:**

1. Pay an Affordable Housing fee of \$2,000,000, which shall be amortized over the market rate single family lots on a per unit basis. Fifty percent (50%) of the per unit fee will be paid at recordation of each Final Map equal to the number of lots included within the applicable Final Map. For example, if the fee were to be \$5,500 per market-rate unit, and Developer were to record a final map for 100 market rate units, Developer would pay \$275,000 at recordation of the Final Map. The remaining fifty percent (50%) will be paid at Close of Escrow to the home buying public through sales proceeds or separate agreement, so long as the payment is concurrent with each home closing. As per the example presented above, and based on a \$5,500 fee, \$2,750 would be paid to the City at the closing for each individual housing unit. The City may, at its discretion, record a covenant, deed of trust or similar security instrument against each market rate lot to secure payment of the remaining portion of the fee at close of escrow.

2. Dedication of the Affordable Apartment Site (Lot A) – Developer shall grant fee title to that certain property designated as Lot A on the Tentative Subdivision Map (“Lot A”) to the City, to be used for the development of affordable multifamily units. The grant deed and any other documents necessary to effect conveyance of Lot A to the City shall be recorded concurrently with recordation of the Final Map for Phase 1 of the Subdivision.

3. Construct the 18 for-sale, Affordable Units, which shall be offered for sale to qualified households of moderate income (as defined in Health & Safety Code Section 50093) at an Affordable Housing Price (as that term is defined in Health & Safety Code Section 50025.5) within the Subdivision. The sale and affordability of the Affordable Units shall be restricted as required by the

City's Inclusionary Housing Ordinance, set forth in the Winters Municipal Code Chapter 17.200. The construction of these units will keep pace with market-rate construction as the City will not approve subsequent Final Maps, pursuant to Section 3.6(b), until all affordable units within the currently approved map(s) are constructed and offered for sale to qualified homebuyers.

Section 3.8 Installation of Public Improvements.

Public improvements (infrastructure) in the nature of roads, sidewalks, trails, sewers, water service, third party utilities, and similar items will be constructed both on-site and off-site during the development of the Winters Highlands Subdivision. When the Final Map for each Phase of the Winters Highlands Subdivision is approved, the Developer shall enter into a separate written agreement ("Subdivision Improvement Agreement") with the City by which it commits to build and dedicate to the City or applicable public agency, the public improvements required by the Land Use Entitlements and the Conditions of Approval. Security for the construction of the improvements shall be provided as required by State law and City law.

Section 3.9 Property for Public Improvements; Offsite Improvements.

a. The Developer shall, in a timely manner as determined by the City, and consistent with the requirements of the Winters Highlands Tentative Subdivision Map, acquire the real property rights necessary to construct or otherwise provide the public improvements required by this Agreement, the Land Use Entitlements or the Conditions of Approval.

b. In any instance where the Developer is required to construct any public improvement on land in which neither the Developer nor City has sufficient

title or interest, the Developer shall, at its sole cost and expense, obtain the real property interests necessary for the construction of such public improvements. The Developer shall exercise all reasonable efforts, as determined by the City, to acquire the real property interests necessary for the construction of such public improvements by the time the applicable Final Subdivision Map for the Winters Highlands Subdivision is filed with the City.

c. In the event the Developer is unable to acquire the necessary property interest or interests, the City shall either a) negotiate the purchase of the necessary property interests to allow Developer to construct the public improvements as required by this Agreement or the Conditions of Approval, or b) if necessary, in accordance with and to the extent permitted by the procedures established by State law, use its power of eminent domain to acquire the property interests. Any such acquisition by City shall be subject to City's discretion, which is expressly reserved by City, to make the necessary findings, including a finding thereby of public necessity, to acquire such interest. Prior to commencing negotiations, the City may require the Developer to enter into a separate agreement to provide the funding necessary to acquire the property interests and/or to pay for the cost of any eminent domain action. Such costs include, but are not limited to, the price of the property acquired, the City's attorneys' fees, expert witness fees, jury fees, and related matters, and litigation expenses awarded by the court to the property owner against the City.

Section 3.10 Reimbursement for Oversizing of Public Improvements; Advanced Funding of Certain Improvements; Credit for Improvements Installed.

a. In some instances, the Developer will be required to install public improvements to a size and/or capacity greater than that which is required to serve

the residents of the Winters Highlands Subdivision, commonly referred to as "oversizing" improvements. In such an instance, the Developer shall be entitled to reimbursement for such oversizing of improvements from fees paid by other property owners at the time of development.

b. There are two sources from which the Developer may be reimbursed for oversizing improvements:

1. By way of a separate agreement between the City and the Developer which will provide that when a particular property benefiting from the oversizing is developed, the City will require the benefiting property owner to reimburse the Developer its *pro rata* share of the cost of the oversizing of improvements. A written agreement under this subsection b. shall have a term of no longer than fifteen (15) years.

2. By way of a separate agreement between the City and the Developer which will provide that the Developer will be reimbursed from Impact Fees. Such Impact Fees shall come only from the fund into which fees for that type of improvement are made. (Example: If an oversized sewer main is reimbursed through mitigation fees, only those fees collected for sewer improvements, and not fees from any other fund, including, but not limited to, the City's General Fund, will be used.)

c. In any instance in which oversizing of improvements is required, the City Engineer shall identify the method of reimbursement the Developer will receive. Additionally, when the Developer will receive reimbursement from a benefiting property owner, the City Engineer will determine the total cost of the improvement installed by the Developer, deduct the *pro rata* share to be borne by

the Property, and determine what share of the remainder is to be reimbursed by the benefiting property. When the Developer will receive reimbursement from Impact Fees, the City Engineer shall specify in the separate agreement the amount the Developer will be reimbursed and the approximate time when that amount will be paid.

d. The Developer shall have no recourse against the City if Impact Fees paid by others are insufficient to repay the Developer for the full cost of oversizing a particular improvement, or if a benefiting property fails to reimburse the Developer. However, the Developer retains all rights against the benefiting property owners.

e. In some instances, the Developer will have agreed, under the provisions of Article 4, to pay, in advance of the time otherwise payable, certain fees which would normally be collected by the City at the time a Building Permit is issued. When the Developer pays such fees in advance, the Developer will be given credit against such advance each time a Building Permit is issued. The amount of credit will be the amount which was paid in advance and which would have otherwise been payable at the time of issuance of the Building Permit.

f. In the event the Developer installs an improvement for which a fee is normally collected at the time of the issuance of a Building Permit, the Developer shall be receive credit against such fee up to the actual cost of the installed improvement, or the estimate for such fee in the Nexus Study, whichever is less, as determined by the City Engineer. The City Engineer shall have the exclusive right to interpret this section in case of any disagreements concerning its applicability. This sub-section f. is not assignable, in whole or in part, it being the

express intent of the Parties that it is to be applicable only to the Developer and to no third party unless this Agreement is specifically amended to provide otherwise.

Section 3.11 Subsequent Discretionary Approvals.

a. To the extent any Discretionary Approvals are required to develop the Property after this Agreement is recorded, the Developer shall apply for those Discretionary Approvals in the same manner as any other person applying for such Discretionary Approvals from the City. All Application fees then applicable for the type of Discretionary Approvals shall apply. The City will review these applications in good faith within a reasonable time to insure that the Developer may proceed to develop the Property in the manner contemplated by this Agreement.

b. The only remaining Discretionary Approval which is contemplated at this time is design review under the Zoning Ordinance.

Section 3.12 Review of Agreement.

Review by the City of compliance by the Developer of the terms of this Agreement shall be done as provided in Title 11, Chapter 2, Article 7 (Review) of the Winters Municipal Code.

Section 3.13 Compliance with Government Code Section 66006.

As required by Government Code section 65865(e) for development agreements adopted after January 1, 2004, the City will comply with the requirements of Government Code section 66006 pertaining to the payment of fees for the development of the Property.

Section 3.14 Subdivision Maps. A subdivision, as defined in Government

Code section 66473.7, shall not be approved unless any tentative map for the subdivision complies with the provisions of said Section 66473.7. This provision is included in this Agreement to comply with Section 65867.5 of the Government Code.

Section 3.15 Deferral of Impact Fees. In order to assist the Developer during these critical economic times, and to encourage the Developer to proceed with construction of new affordable and market rate housing within the City of Winters, except as otherwise provided for herein, the City hereby agrees to defer all Impact Fees imposed by the City on building permits issued by the City, such that fifty percent (50%) of the Impact Fees shall be due at time of issuance of the building permit, and fifty percent (50%) shall be due at time of issuance of a certificate of occupancy. The Rancho Arroyo Drainage District Fees shall be paid in accordance with City of Winters Ordinance 96-02 and any applicable Conditions of Approval, **less any credits issued**.

#### **ARTICLE 4**

#### **DEVELOPMENT OBLIGATIONS**

##### Section 4.1 Schools.

a. The Developer acknowledges and agrees that the mitigation of the impact of the Winters Highlands Subdivision on schools within the Winters Joint Unified School District is of paramount importance to the City and its residents. As a consequence, the Developer states that its intention upon entering into this Agreement is to mitigate the impact on schools to the greatest reasonable extent, in accordance with the terms of an agreement negotiated between the Developer and

the Winters Joint Unified School District. A copy of the proposed agreement is attached as Exhibit G.

b. The Developer shall enter into an agreement with the Winters Joint Unified School District ("School District"), substantially in the form attached as Exhibit G, that provides, among other matters, that the Developer will pay to the School District:

1. For homes for which building permits are issued by the City on or before December 31, 2015: Three Dollars and Twenty Cents (\$3.20) per square foot of "assessable space," as that term is defined in Section 65995(b)(1) of the California Government Code.

2. For homes for which building permits are issued by the City on or after January 1, 2016: Four Dollars and Twenty-Three Cents (\$4.23) per square foot of "assessable space," as that term is defined in Section 65995(b)(1) of the California Government Code.

The Developer has represented to the City that it intends to fully and faithfully perform the agreement between the Developer and the School District, and the City has relied upon this representation in entering into this Agreement. A failure to perform the agreement with the School District by the Developer shall be deemed to be a default of this Agreement and subject to the provisions of Article 5.

Section 4.2 On-Site Park Improvements.

a. Developer shall fully improve, construct and dedicate a 10.86 acre linear park on Lots V, W and X within the Winters Highlands Subdivision, which

includes a 0.23 acre well site, and as more particularly set forth in this Section 4.2 and in accordance with the Conditions of Approval. The dedication of this 10.86 acre park site exceeds the General Plan obligation by 0.56 acres, but is provided by the Developer as consideration for the benefits of this Agreement.

b. The City, through a public process, has or will create a conceptual design for the linear park, including improvements to the well site, and **has provided the Developer with the conceptual design for the linear park, including improvements to the well site.**

c. The Developer shall improve and construct the linear park concurrently with the construction of each Phase of the Subdivision, such that Lot X shall be developed concurrently with Phase I; Lot W shall be developed concurrently with Phase **II**; and Lot V shall be developed concurrently with Phase **III**. The park shall be constructed in accordance with the design provided and approved by the City, and in accordance with the City Public Works Improvement Standards and Construction Specifications. Any changes to the design or timing of construction shall be approved in writing by the City. If actual costs will exceed the estimated cost set forth in paragraph d. below, the parties will either (i) cooperate on a re-design of the improvements such that the actual cost does not exceed the estimated cost, or (ii) the City may elect, in its sole and absolute discretion, to fund the difference between the actual cost and estimated cost, for construction of the improvements as initially designed. **In the event that City elects to fund the difference between the actual cost and the estimated cost of construction as permitted herein, the City shall not withhold approval of a Final Map for any Phase of Winters Highlands based on a failure to complete construction of the linear park, provided that the Developer has actually funded**

improvements to the linear park in an amount equal to the total estimated cost of the fully developing the linear park as set forth in paragraph d. hereof.

d. The total estimated cost of fully developing the linear park, as of the effective date of this Agreement, is THREE MILLION TWO HUNDRED AND NINETY-TWO THOUSAND AND FORTY-NINE DOLLARS (\$3,292,049), computed by multiplying THREE HUNDRED AND THREE THOUSAND AND NINE HUNDRED AND SEVENTY-FIVE DOLLARS (\$303,975) per acre (including infrastructure improvements, construction, administration and site equipment) by 10.86 acres. The improvement, construction and dedication of the linear park by the Developer shall be in lieu of the payment of any park impact fees or park land dedication or Quimby Act fees otherwise required by City ordinance.

#### Section 4.3 Off-Site Park Improvements

a. Concurrently with the construction of the improvements for Phase I of the Winters Highlands Subdivision, the Developer shall provide utilities stubbed out to the southeast corner of the twenty-two (22) acre community park site located to the north of the Winters Highlands Subdivision park site, in a location selected by the City, provided that such utility stubs shall not extend more than seventy-five feet (75') from the centerline of the adjacent public street.

b. Both the utility stub and \$250,000 contribution to the community park shall be included in the Developer's total park obligation pursuant to Section 4.2 (d) above. Developer agrees to provide the City with an engineer's estimate of cost for the installation of the utility stub to establish the credit for that improvement.

Section 4.4 Community Facilities District. Developer may petition the City to

form a Mello Roos Community Facilities District ("District") pursuant to Government Code Section 53319 for the purpose of financing those certain public improvements that are required to be constructed by Developer under this Agreement and the Land Use Entitlements. The boundaries of the District shall be the boundaries of the Property, provided however, at Owner's or City's option, if Owner and City identify other adjacent property owners that benefit from the public infrastructure facilities to be constructed, City will cooperate in attempting to include such benefited adjacent property owners in the District. City agrees, within sixty (60) days after such petition is filed by Owner with the City, to consider the adoption of a resolution of intention to establish the District, in accordance with Government Code Section 55320. The District's special tax rate for any single family residential unit constructed in the Project shall not exceed the City's then-current adopted community facilities district policies. Following the adoption (if at all) of the resolution of intention, the City shall diligently proceed to notice a public hearing pursuant to Government Code Section 53322 to consider the formation and approval of the District subject to, and in accordance with, the requirements of the Mello Roos Community Facilities Act of 1982, as amended. Nothing herein shall be deemed a commitment by the City to adopt a resolution of formation to form said District, it being understood and agreed that such adoption and approval are legislative acts within the unencumbered discretion of the City Council.

Section 4.5 Wastewater Treatment Plant Expansion.

a. An expanded and upgraded Wastewater Treatment Plant ("WWTP") may be needed in order to treat the wastewater from the Winters Highlands Subdivision, and other developing properties within the City. The

Developer shall pay for the cost of (i) development of an update to the January 2007 Wastewater Treatment Plant Master Plan, which will update the available capacity of the WWTP and will determine what the next phase of WWTP expansion should be, when that phase will be triggered by development, and what the associated tasks and costs are for that expansion, and (ii) development and completion of a financing plan for the WWTP expansion, to establish the funding mechanism(s) required for the expansion.

b. The City anticipates that the update to the January 2007 Wastewater Treatment Plant Master Plan and the financing plan to be funded by Developer shall be used to develop updated Impact Fees to fund the cost of improvements to the WWTP that may be needed in order to treat the wastewater from the Winters Highlands Subdivision and other developing properties within the City. Such updated Impact Fees will take into account the cost of funding the update to the January 2007 Wastewater Treatment Plant Master Plan and the financing plan, and the Developer shall be reimbursed from the updated WWTP Impact Fees that are levied against other developing properties for amounts funded in excess of Developer's pro rata share of the cost of such plans. Following adoption of updated WWTP Impact Fees in accordance with the plans, the Developer and City will enter into a separate reimbursement agreement, which will provide the terms pursuant to which the Developer will receive reimbursement from WWTP Impact Fees paid from other developing properties, and the City Engineer shall specify in the separate agreement the amount the Developer will be reimbursed and the approximate time when that amount will be paid. Notwithstanding the foregoing, the Developer shall be reimbursed solely from WWTP Impact Fees paid by other developing properties, have no recourse against the City if WWTP Impact Fees paid by others are insufficient to repay the Developer.

c. Developer agrees and acknowledges that pursuant to Conditions of Approval #36 and 136, included in Exhibit D attached hereto and incorporated herein, the City shall not approve a Final Map for any Phase of the Winters Highlands Subdivision unless and until the City Engineer determines, in his/her sole and absolute discretion, that the WWTP has adequate capacity to serve all residential units and other buildings to be constructed within that Phase at the time of consideration of the Final Map. In the event the WWTP does not have adequate capacity to serve the residential units and other buildings within the Phase the Developer may, at its option, fund the necessary expansion to the WWTP on its own or in conjunction with other interested developers, subject to reimbursement through an agreement entered into pursuant to Section 3.10 of this Agreement.

Section 4.6 New Sewer Pump Station.

a. Prior to the recordation of the Final Map for Phase I for the Winters Highlands Subdivision, the Developer shall pay its *pro rata* share of the construction of a new sewer pump to be located at a site specified by the City Engineer. The new pump will be financed entirely by developer contributions without any reimbursement from the City.

b. The City Engineer shall determine the *pro rata* share to be borne by each participating developer and shall allocate each share accordingly.

c. The Developer understands and acknowledges that no Building Permits shall be issued for any residential unit within the Winters Highlands Subdivision until the new sewer pump station is constructed and accepted by the City. Therefore, if the developer which is currently obligated to construct this

facility fails to do so, Developer may be required to construct this facility in order to proceed with development of the Property.

Section 4.7 Urban Water Management Plan.

No later than the issuance of the 120<sup>th</sup> building permit for the Winters Highlands Subdivision, the Developer shall pay to the City its *pro rata* share of Ninety Thousand Dollars (\$90,000) for the cost for preparation of a City Urban Water Management Plan.

Section 4.8 Water Well.

a. A water well is required in order to provide water service to the Winters Highlands Subdivision and other developing properties **which has been constructed by the City ("Well No. 7")**. A second water well may be required, depending upon the productivity of the first water well.

b. Conditions of Approval No. 37.- (Mitigation Measure 15) and No. 140, in part, require the Developer to pay its fair share obligation if the first water well is constructed by others. In addition, the Conditions of Approval require the Developer to advance the costs for the design and construction of a second water well, if the City Engineer determined that a second well is necessary in order to serve the Winters Highlands Subdivision.

c. Developer acknowledges and agrees that it will be required to pay the full amount of water development impact fees at the time of issuance of each building permit for the development, which shall be used, in part, to reimburse City for the costs of constructing Well No.7.

d. The amount and timing of reimbursement for funds advanced by Developer and related to the construction a **second** Well shall be set forth in a separate reimbursement agreement in accordance with the provisions of section 3.10 of the Agreement.

e. The Developer agrees to dedicate a second well site acceptable to the City and at no cost to the City. Developer also agrees to construct a second water well or pay its pro rata share of the cost of such facility, upon demand by the City Engineer. If Developer fails to dedicate the site, construct or pay for such facility upon demand and as determined by the City Engineer, then the City may withhold the issuance of Building Permits for the Winters Highlands Subdivision, in addition to other remedies available to the City.

Section 4.9 Pedestrian Circulation and Safety Improvements.

Prior to the recordation of the Final Map for Phase I for the Winters Highlands Subdivision, the Developer shall pay to the City its *pro rata* share, as determined by the City Engineer, of the cost for the construction of pedestrian circulation and safety improvements at the intersection of Grant Avenue and Morgan Street pursuant to the Morgan Street Area Circulation Study, July 1999. The total cost for these improvements is currently estimated to be ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000).

Section 4.10 Walnut Street - Dutton Street- East Street Intersection Corridor.

Prior to the recordation of the Final Map for Phase I for the Winters Highlands Subdivision, the Developer shall pay to the City its *pro rata* share, as determined by the City Engineer, of the cost for the design and

construction of intersection and roadway improvements within the Walnut Street - Dutton Street- East Street intersection corridor, also known as the Grant Avenue Access Project. The total cost for these improvements is currently estimated to be FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

Section 4.11 Flood Overlay Zone; Payment of Impact Fees.

a. As part of the Land Use Entitlement for the Winters Highlands Subdivision, Developer requested and City approved a General Plan Amendment to remove approximately thirty (30) acres of the Property from the Flood Overlay Area. This area of the Property is referred to herein as the "Winters Highlands Flood Overlay Area".

b. To accommodate the development of the Winters Highlands Flood Overlay Area, the drainage from this portion of the Property will be directed to the Rancho Arroyo Detention Basin. Developer shall fund and construct all drainage improvements necessary to develop the Winters Highlands Overlay Area. The drainage improvements currently contemplated include a pump station in the Rancho Arroyo Pond and storm drainage piping. Developer understands and acknowledges that all costs for the drainage improvements relating to the Winters Highlands Overlay Area shall be paid for by Developer, and Developer shall not be entitled to reimbursement from the City or other property owners.

c. Notwithstanding the amendment of the General Plan to remove the Winters Highlands Overlay Areas from the General Plan Flood Overlay Area, Developer agrees to pay, with respect only to development within the Winters Highlands Flood Overlay Area, any drainage Impact Fee adopted or enacted by the City to fund drainage improvements in the General Plan Flood Overlay Area,

at the applicable rate and at the time established by ordinance or resolution, **less any credits are received for drainage improvements installed by the Developer.**

If the drainage Impact Fee is required to be paid prior to the approval of a final map, and a final map has already been approved for all or a portion of the Winters Highlands Flood Overlay Area prior to the Impact Fee being adopted, then the Impact Fee shall be paid at or prior to the issuance of any Building Permit for development within the portion of the Winters Highlands Flood Overlay Area covered by the final map. If a Building Permit has been issued within the portion of the Winters Highlands Flood Overlay Area covered by a final map prior to the Impact Fee being adopted, then the Impact Fee shall be paid by Developer to the City within ninety (90) days from the adoption or enactment of the drainage Impact Fee.

d. Developer waives any and all rights to challenge or protest the imposition or payment of a drainage Impact Fee for the General Plan Flood Overlay Area.

Section 4.12 Installation of Conduit. Developer shall provide design and construction for conduit and boxes suitable for broadband internet service to each residential unit, within the joint trench for the Winters Highlands Subdivision. The conduit shall be coordinated with all other utilities and shown on the joint trench composite plans. The conduit and boxes are to be constructed with the joint trench and completed before certificate of occupancy is issued. The utility company providing broadband internet service will install the wire necessary to provide the service; the timing of which will not delay the issuance of a certificate of occupancy.

## ARTICLE 5

### DEFAULT, REMEDIES, AND DISPUTE RESOLUTION

Section 5.1 Application of Article. The Parties agree that the following provisions shall govern the availability of remedies should either Party breach its obligations under this Agreement.

Section 5.2 Termination of Agreement.

a. This Agreement is terminable: (i) by mutual written consent of the Parties, or (ii) by either Party following an uncured default by the other Party under this Agreement, subject to the procedures and limitations set forth in this Agreement. Any obligations of indemnification and defense relating to matters arising before termination of this Agreement shall survive termination of this Agreement.

b. Except as otherwise set forth in this Agreement, if this Agreement is terminated by mutual written consent of the Parties, neither Party shall have any

further rights or obligations under this Agreement. Subject to the subparagraph d. below. Each party understands that it may have sustained damages that arise, or may arise out of, or relate to the termination of this Agreement that may not be apparent and that are presently unknown. Each party waives, with respect to termination of this Agreement by mutual written consent of the Parties, any claims for all such damages. The waivers and releases in this Agreement include waivers and releases of any claims for unknown or unanticipated injuries, losses, or damages arising out of or relating to termination of this Agreement by mutual written consent of the Parties.

c. Subject to subparagraph d. below. Each Party waives, with respect to termination of this Agreement by mutual written consent of the Parties, all rights or benefits that it has or may have under Section 1542 of the California Civil Code to the extent it would otherwise apply. Section 1542 reads as follows:

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.

d. Nothing herein contained shall release or excuse Developer in the performance of its obligations to indemnify and defend the City as provided in this Agreement.

Section 5.3 City's Remedies.

a. The City's remedies under this Agreement are as follows:

1. Termination of the Agreement after giving the Developer the opportunity to cure a default, as provided in subsection b.

2. An action for injunctive relief to preserve the physical or legal status quo of the development of The Winters Highlands Subdivision pending a judicial determination of the rights of the Parties in the event of a dispute between the Parties as to their rights and obligations under this Agreement.

3. Specific performance as provided in subsection c.

4. An action for declaratory relief to determine the rights and obligations of the Parties under this Agreement.

5. An action for damages as provided in subsection d.

6. The right to withhold the issuance of any permits, including building permits, as provided in subsection e.

b. With respect to a default by the Developer under this Agreement, the City shall:

1. First submit to the Developer a written notice of default identifying with specificity those obligations of the Developer which have not been performed. Upon receipt of the notice of default, the Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default. The Developer shall complete the cure of the default(s) not later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy the default(s), provided Developer has continuously and diligently pursued such remedy at all times until such default(s) is cured.

2. If, after the cure period has elapsed, the City finds and determines that the Developer remains in default and the City wishes to terminate or modify this Agreement, the City Manager shall make a report to that effect to the City Council and set a public hearing before the City Council in accordance with the notice and hearing requirements of Government Code section 65868 and Section 11-2.802 of the Winters Municipal Code.

3. If, after the public hearing, the City Council determines Developer has failed to timely cure a material breach of the obligations under this Agreement, City shall have the right to modify or terminate this Agreement.

c. The City may seek specific performance to compel the Developer to do any, or all, of the following:

1. To complete or demolish any uncompleted improvements which are located on public property or property which has been offered for dedication to the public, with the choice of whether to demolish or complete such improvements and the method of such demolition or completion of such improvements to be selected by the City in its sole discretion.

2. To properly complete and dedicate any public improvements which are required by this Agreement.

3. To complete, demolish or make safe and secure any uncompleted private improvements located on the Property with the choice of whether to demolish, complete or secure such private improvements and the method of such demolition, completion and securing such private improvements to be selected by the Developer in its sole discretion.

d. The City may institute an action for damages for the amount of any money owed to it under Article 4, or the cost of performing any act required of the Developer under Article 4, or the cost to complete any public improvements required to be installed under the final map (or any phase, if applicable) for The Winters Highlands Subdivision.

e. In the event of a default by Developer, or following notice of default by Developer and during the cure period specified in subparagraph b. above, the City shall have the right to refuse to issue any permits to which Developer would otherwise have been entitled pursuant to this Agreement or City ordinances, including but not limited to, building permits and certificates of occupancy, provided that such refusal shall not extend for a period of more than ninety (90) days unless the City Council, following consideration of evidence regarding the default by Developer, determines there is a reasonable basis to extend such period of refusal. This provision is in addition to and shall not limit any actions that the City may take to enforce this Agreement, the Land Use Entitlements or the Conditions of Approval.

Section 5.4 Developer's Remedies.

a. The Developer's only remedies under this agreement are as follows:

1. An action for specific performance of an obligation of the City after giving the City the opportunity to cure a default, as provided in subsection b.

2. An action for injunctive relief to preserve the physical or legal status quo of the development of The Winters Highlands Subdivision pending a judicial determination of the rights of the Parties in the event of a dispute between the Parties as to their rights and obligations under this Agreement.

3. An action for declaratory relief to determine the rights and obligations of the Parties under this Agreement.

b. With respect to a default by the City under this Agreement, the Developer shall first submit to the City a written notice of default identifying with specificity those obligations of the City which have not been performed. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the City has continuously and diligently pursued such remedy at all times until such default(s) is cured.

c. The Developer understands and agrees that the City would not be willing to enter into this Agreement if it created any monetary exposure for damages (whether actual, compensatory, consequential, punitive or otherwise) in the event of a breach by City. For the above reasons, the Parties agree that the remedies listed in subsection a. are the only remedies available to the Developer in the event of the City's failure to carry out its obligations hereunder. The Developer specifically acknowledges that it may not seek monetary damages of any kind in the event of a default by the City under this Agreement, and the Developer hereby

waives, relinquishes and surrenders any right to any monetary remedy. The Developer covenants not to sue for, or claim any monetary remedy for, the breach by the City of any provision of this Agreement, except for attorneys' fees for actions under a., above, and hereby agrees to indemnify, defend and hold the City harmless from any cost, loss, liability, expense or claim (including attorneys' fees) arising from or related to any claim brought by the Developer inconsistent with the foregoing waiver.

## ARTICLE 6

### HOLD HARMLESS AND INDEMNIFICATION

#### Section 6.1 Limitation of Legal Relationship.

- a. The Parties represent and declare that this Agreement creates no partnership, joint venture, or other legal entity between them.
- b. In entering into this Agreement, the City is acting under the statutory and/or police powers which it holds as a municipal corporation of the State of California and which authorize it to regulate the development of land within its boundaries and to provide for the general health, safety and welfare.
- c. In entering into this Agreement, the Developer is acting in a purely private capacity as an owner of real property within the City of Winters, which property is subject to the jurisdiction of the City acting in the capacity set forth in subsection b.

#### Section 6.2 No Liability for Acts of the Developer.

- a. It is expressly understood that the development of The Winters Highlands Subdivision is an undertaking that may create for the Developer liability to third parties, including, but not limited to, assignees of all or part of this Agreement, buyers and lessees of residential units, building contractors and sub-contractors, and suppliers. The Developer understands and agrees that the City would not execute this Agreement if, in so doing, it created for the City any liability to any third party.

b. Consequently, the Developer, its successors, heirs, and assigns agrees to defend, indemnify, and hold harmless the City, and all its officers, agents, and employees from any claim of injury to person or property arising out of or relating to this Agreement or the operations of the Developer in the development of The Winters Highlands Subdivision under the terms of this Agreement.

c. Notwithstanding anything in Article 5 to the contrary, the City shall have any remedy available to it at law and/or equity to enforce the provisions of, or to collect damages for, any breach of this Section 6.2.

Section 6.3 Duty to Defend Challenges to this Agreement.

a. The Parties recognize that there may be third party challenges to this Agreement, relative to the procedure used to adopt it or the contents of it.

b. The Parties agree to cooperate jointly to defend any action or proceeding brought to challenge this Agreement or the ordinance adopting it.

c. In the event of any such challenge, each Party shall bear its own attorneys' fees and other litigation expenses, unless the City elects to tender the defense to the Developer pursuant to subsection e. below.

d. Should the court, in any action challenging this Agreement or the ordinance adopting it, award attorneys' fees, costs and any other litigation expenses against the City, the Developer shall be responsible for the payment of those fees, costs, and expenses, and shall hold the City harmless from any claim thereto. Developer's obligation to pay any and all fees, costs or expenses awarded against the City is not affected by City's decision to tender, or not tender, the defense of an action to the Developer.

e. Notwithstanding subsection b., the City may, at its sole discretion, tender the defense of any action or proceeding brought to challenge this Agreement or the ordinance adopting it to the Developer, in which event the Developer shall have the sole responsibility to defend, on behalf of itself and the City, the matter.

**REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGE TO FOLLOW**

**"DEVELOPER"**  
**GBH WINTERS HIGHLANDS,**  
**LLC, a California limited liability**  
**company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**"CITY"**  
**CITY OF WINTERS, a municipal**  
**corporation**

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
**Ethan Walsh, City Attorney**

.....

## LIST OF EXHIBITS

- A Legal Description of the Property
- B Map Showing Location and Boundaries of the Property
- C Winters Highlands Tentative Subdivision Map
- D Conditions of Approval
- E **[Reserved]**
- F **[Reserved]**
- G Form of Agreement Between Developer and Winters Unified School District

<b>Summary report:</b>	
<b>Litéra® Change-Pro 7.5.0.127 Document comparison done on 12/30/2014 5:32:53 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://iManage/iManage/9359045/2	
<b>Modified DMS:</b> iw://iManage/iManage/9400816/6	
<b>Changes:</b>	
<u>Add</u>	230
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<u>Move To</u>	19
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<del>Table moves to</del>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>542</b>

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED PARTIALLY IN THE UNINCORPORATED AREA AND PARTIALLY IN THE CITY OF WINTERS, COUNTY OF YOLO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL A:**

LOTS 1 THROUGH 21, INCLUSIVE, MOSBACHER TRACT NO. 1, FILED November 5, 1919, IN BOOK 3 OF MAPS, PAGE 34, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM, THAT PORTION THEREOF DESCRIBED IN THE DEEDS TO THE CITY OF WINTERS, RECORDED January 25, 1990, IN BOOK 2091 OF OFFICIAL RECORDS, PAGE 446 AND 450.

ALSO EXCEPTING THEREFROM, THAT PORTION THEREOF DESCRIBED IN THE DEED TO WINTERS JOINT UNIFIED SCHOOL DISTRICT, RECORDED AUGUST 13, 1999, INSTRUMENT NO. 25340, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, THE FOLLOWING:

A) 50% OF ALL OIL, GAS, MINERALS RIGHTS LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT HOWEVER, THE RIGHT TO USE THE SURFACE OF SAID LAND FOR EXPLORING, EXTRACTING OR ANY OTHER PURPOSE, AS RESERVED IN THE DEED EXECUTED BY CECIL MOSBACHER, ET AL., RECORDED AUGUST 25, 1976, IN BOOK 1207 OF OFFICIAL RECORDS, PAGE 140.

B) AN UNDIVIDED 12.5% INTEREST IN AND TO ALL OIL, GAS, MINERALS AND MINERAL RIGHTS LYING BELOW A DEPTH 500 FEET FROM THE SURFACE OF THE HEREIN ABOVE DESCRIBED LAND, BUT WITHOUT HOWEVER, THE RIGHT TO USE THE SURFACE OF THE HEREIN ABOVE DESCRIBED LAND FOR EXPLORING, EXTRACTING OR ANY OTHER PURPOSE, AS GRANTED TO DANIEL K. DOWLING IN THE DEED RECORDED November 8, 1977, IN BOOK 1276 OF OFFICIAL RECORDS, PAGE 611.

C) AN UNDIVIDED 12.5% INTEREST IN AND TO ALL OIL, GAS, MINERALS AND MINERAL RIGHTS LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF THE HEREIN ABOVE DESCRIBED LAND, BUT WITHOUT HOWEVER, THE RIGHT TO USE THE SURFACE OF THE HEREIN ABOVE DESCRIBED LAND FOR EXPLORING, EXTRACTING OR ANY OTHER PURPOSE, AS GRANTED TO PETER F. ANDERS IN THE DEED RECORDED November 8, 1977, IN BOOK 1276 OF OFFICIAL RECORDS, PAGE 612.

D) AN UNDIVIDED 25% INTEREST IN AND TO ALL OIL, GAS, CASINGHEAD GAS, ASPHALTUM, AND OTHER HYDROCARBONS, AND ALL CHEMICAL GAS, NOW OR HEREAFTER FOUND SITUATED OR LOCATED IN ALL OR ANY PART OR PORTION OF THE LANDS HEREIN DESCRIBED LYING MORE THAN FIVE HUNDRED FEET (500) BELOW THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE ALL OR ANY OF SAID OIL, GAS CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND CHEMICAL GAS LYING BELOW A DEPTH OF MORE THAN AVE HUNDRED FEET (500) VERTICAL DISTANCE BELOW THE SURFACE THEREOF, AS RESERVED IN THE DEEDS EXECUTED BY MELVIN M. NORMAN CONSTRUCTION, INC., ET AL., RECORDED MARCH 26, 1990, IN BOOK 2106 OF OFFICIAL RECORDS, PAGES 251, 253, AND 267.

APN: 030-220-17-1; 030-220-19-1; & 030-220-33-1

**PARCEL B:**

A PORTION OF LOT 4, CARPENTER BRO'S. SUBDIVISION OF A PORTION OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 1 WEST, M.D.B. & M., ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED January 2, 1894, IN BOOK 1 OF MAPS, PAGE 22, YOLO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

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BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4, WHICH POINT IS ALSO THE QUARTER SECTION CORNER OF THE EAST LINE OF SAID SECTION 20; RUNNING THENCE WEST, ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 42 FEET; THENCE EAST AT RIGHT ANGLES A DISTANCE OF 160 FEET TO THE EAST LINE OF SAID LOT 4; THENCE NORTH ALONG SAID LINE A DISTANCE OF 42 FEET TO THE POINT OF BEGINNING.

APN: 030-361-01-1

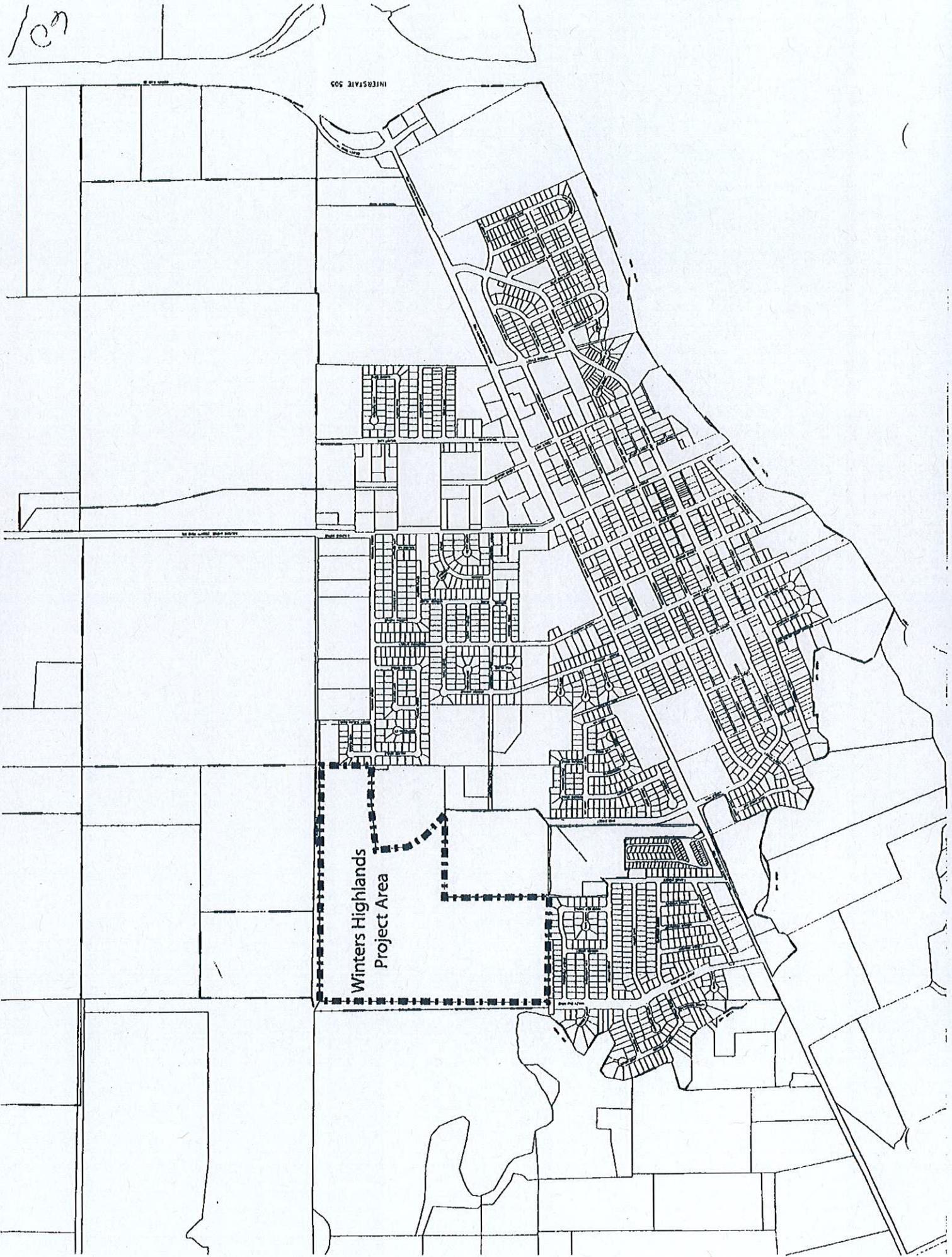
APN: 030-220-17-1, 030-220-19-1, 030-220-33-1, 030-361-01-1

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INTERSTATE 505

Winters Highlands  
Project Area



**FINDINGS OF FACT AND CONDITIONS OF APPROVAL for the WINTERS HIGHLAND SUBDIVISION  
(April 18, 2006 – Final)**

**FINDINGS OF FACT**

**CEQA Findings**

These findings will be addressed in a separate Resolution to be presented to the City Council.

**Findings for General Plan Amendments**

1. Amendments of the General Plan to modify the Citywide MR density range, the Flood Overlay Area, the Circulation Element, and the land use designation of specified properties are in the best interest of the citizens of Winters.

**Findings for Rezonings**

1. The public health and general welfare warrant the change of zones and the change of zones is in conformity with the General Plan.

**Findings for Exclusion from West Central Master Plan**

1. The proposed project, as modified and conditioned, better meets the requirements of the General Plan and there is no detriment to property remaining in the West Central Master Plan by removing this property.

**Findings for PD Overlay and PD Permit**

1. The project, as modified and conditioned, is consistent with the General Plan and the purposes of Section 8-1.5117 of the Zoning Ordinance.
2. Deviations from specified provisions of the basic zoning district on the property have been justified as necessary to achieve an improvement design for the development and/or the environment. The development complies with the remaining applicable provisions of the basic zoning district on the property.
3. The proposed development, as modified and conditioned, is desirable to the public comfort and convenience.
4. The requested plan, as modified and conditioned, will not impair the integrity or character of the neighborhood nor be detrimental to the public health, safety, or general welfare.
5. Adequate utilities, access roads, sanitation, and/or other necessary facilities and services will be provided or available.
6. The development, as modified and conditioned (including execution of the Development Agreement) will not create an adverse fiscal impact for the City in providing necessary services.

**Findings for Amendment of the Circulation Master Plan, Standard Street Cross Sections, and Bikeway System Master Plan**

1. The amendments to these City documents result in increased bicycle trail standards for the City resulting in a net benefit to the community and net increase in protected routes for alternative circulation.

**Findings for Amendment of the Rancho Arroyo Storm Drain District Master Plan**

1. The amendment to this document modifies the district maps and plan to be consistent with the approved project drainage system.

**Findings for Tentative Subdivision Map (G.C. 66474) and Lot Line Adjustment**

1. The proposed map is consistent with the General Plan.
2. The design and improvement of the proposed map is consistent with the General Plan.
3. The site is physically suitable for the type of development.
4. The site is physically suitable for the proposed density of development.
5. The design of the subdivision and the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
6. The design of the subdivision and type of improvements will not cause serious public health problems.
7. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

**Findings for Development Agreement**

1. The DA is consistent with the objectives, policies, general land uses and programs specified in the General Plan.
2. The DA is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the real property is or will be located.
3. The DA is in conformity with and will promote public convenience, general welfare and good land use practice.
4. The DA will not be detrimental to the health, safety and general welfare.
5. The DA will not adversely affect the orderly development of property or the preservation of property values.
6. The DA will meet the intent of Section 11-2.202(a) (Public Benefits) of the City Code.
7. The DA is consistent with Ordinance 2001-05 (Development Agreements).

## **CONDITIONS OF APPROVAL**

The following conditions of approval are required to be satisfied by the applicant/developer prior to final map, unless otherwise stated.

### **General**

1. In the event any claim, action or proceeding is commenced naming the City or its agents, officers, and employees as defendant, respondent or cross defendant arising or alleged to arise from the City's approval of this project, the project Applicant shall defend, indemnify, and hold harmless the City or its agents, officers and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul an approval of the City of Winters, the Winters Planning Commission, any advisory agency to the City and local district, or the Winters City Council. Project applicant shall defend such action at applicant's sole cost and expense which includes court costs and attorney fees. The City shall promptly notify the applicant of any such claim, action, or proceeding and shall cooperate fully in the defense. Nothing in this condition shall be construed to prohibit the City of Winters from participating in the defense of any claim, action, or proceeding, if City bears its own attorney fees and cost, and defends the action in good faith. Applicant shall not be required to pay or perform any settlement unless the subdivider in good faith approves the settlement, and the settlement imposes not direct or indirect cost on the City of Winters, or its agents, officers, and employees, the Winters Planning commission, any advisory agency to the City, local district and the City Council.
2. Developer acknowledges and agrees that, but for Developer's contributions as set forth in the Development Agreement for Winter Highlands, City would not approve the development of the project. City's approval of the development entitlements is expressly granted in reliance upon and in consideration of Developer's execution of the Development Agreement and Developer's expressed intent to fully and faithfully perform such agreement. In the event that the Development Agreement is terminated for any reason whatsoever, regardless of fault, or if Developer is in default of the Development Agreement, as defined therein, then Developer may not proceed with the development of the project and any of the rights granted by the development entitlements shall be deemed suspended in the event of default, and automatically revoked in the event of termination of the Development Agreement.
3. All conditions identified herein shall be fully satisfied prior to acceptance of the first final map unless otherwise stated.
4. The project is as described in the Environmental Impact Report. The project shall be constructed as depicted on the maps and exhibits included in the Environmental Impact Report, except as modified by these conditions of approval. Substantive modifications require a public hearing and Council action.

### **General Plan Requirements**

5. Pursuant to General Plan Policy II.A.19, a minimum of ten percent of the single-family lots (41 lots) shall be reserved for and sold to local builders or owner-builders.
6. Pursuant to General Plan Policy II.C.1 and VI.F.2, energy efficient design shall be used. Pursuant to Policy II.C.2 of the Housing Element, energy conservation and weatherization features shall be incorporated into the home design. At a minimum this shall include: a) maximization of energy efficient techniques as identified in the July 27, 2004 Planning Commission staff report on "Proposed Energy Resolution". b) Attainment of EPA Energy Star Standards in all units. c) Low emission furnaces in all units. d) Avoidance of dark colored roofing on all units. e) A minimum of 50 percent of the market-rate units shall have a photovoltaic solar energy system capable of producing a minimum of 2.4kW (peak-rated DC watts) photovoltaic. The remainder of the market-rate units shall be pre-wired for an equivalent system. The applicant shall make a good faith effort to obtain outside funding in order to install photovoltaic solar energy systems in the affordable units.

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7. Pursuant to General Plan Policy II.D.4 and IV.A.1 necessary public facilities and services shall be available prior to occupancy of each phase of the project.
8. Pursuant to General Plan Policy III.B.3, the location of one or more bus turnouts along Main Street shall be coordinated with the City and the Yolo County Transportation District, and shall be installed by the developer with construction of Main Street.
9. Pursuant to General Plan Policy IV.B.12 and V.A.13, drought-tolerant plant species and drip irrigation systems shall be used in landscaping the proposed new park, to the extent practical. Pursuant to General Plan Policy VI.C.7, drought-tolerant and native plants, especially valley oaks, shall be used for landscaping roadsides, parks, schools, and private properties. Pursuant to General Plan Policy VI.C.8, parks and drainage-detention areas shall incorporate areas of native vegetation and wildlife habitat. All homes in this subdivision shall have "low application rate" lawn sprinkler systems, as approved by the Planning Commission.
10. Pursuant to General Plan Policy IV.B.14, there shall be a water meter on each new hook-up.
11. Pursuant to General Plan Policy IV.C.2, adequate sewer service shall be provided prior to the issuance of any individual building permit.
12. Pursuant to General Plan Policy IV.J.2, all new electrical and communication lines shall be installed underground.
13. Pursuant to General Plan Policy V.A.3, park maintenance shall be funded through a lighting and landscaping district or other appropriate mechanism.
14. Pursuant to General Plan Policy V.A.10, the proposed neighborhood park shall be designed to buffer existing and planned surrounding residential uses from excessive noise, light, and other potential nuisances.
15. Pursuant to General Plan Policy VI.A.6, grading shall be carried out during dry months, when possible. Areas not graded shall be disturbed as little as possible. Construction and grading areas, as well as soil stockpiles, should be covered or temporarily revegetated when left for long periods. Revegetation of slopes shall be carried out immediately upon completion of grading. Temporary drainage structures and sedimentation basins must be installed to prevent sediment from entering and thereby degrading the quality of downstream surface waters, particularly Putah Creek. The full cost of any necessary mitigation measures shall be borne by the project creating the potential impacts. Pursuant to General Plan Policy VII.B.3, should the City allow any grading to occur during the rainy season, conditions shall be implemented to ensure that silt is not conveyed to the storm drainage system.
16. Pursuant to General Plan Policy VI.E.6, construction-related dust shall be minimized. Dust control measures shall be specified and included as requirements of the contractor(s) during all phases of construction of this project.
  - All inactive portions of the construction site, which have been graded will be seeded and watered until vegetation is grown.
  - Grading shall not occur when wind speeds exceeds 20 MPH over a one hour period.
  - Construction vehicle speed on unpaved roads shall not exceed 15 MPH.
  - Construction equipment and engines shall be properly maintained.
  - If air quality standards are exceeded in May through October, the construction schedule will be arranged to minimize the number of vehicles and equipment operating at the same time.

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- Construction practices will minimize vehicle idling.
  - Potentially windblown materials will be watered or covered.
  - Construction areas and streets will be wet swept.
17. Pursuant to General Plan Policy VII.A.1, VII.A.2, and VII.C.4 all site work and construction activities shall be in accordance with the requirements of the City, and other applicable local, regional, state, and federal regulations.
  18. Pursuant to General Plan Policy VII.C.1, necessary water service, fire hydrants, and access roads shall be provided to the satisfaction of the Fire Chief and Fire Protection District standards.
  19. Pursuant to General Plan Policy VII.C.2, a minimum fire-flow rate of 1,500 gallons per minute is required for all residential uses.
  20. Pursuant to General Plan Policy VIII.D.2, street trees shall be planted along all streets, in accordance with the City's Street Tree Plan and Standards. There shall be a minimum of one street tree in the center front of each single-family lot, and on both frontages for corner lots. All trees shall be of a type on the approved street tree list and shall be a minimum of fifteen gallons in size with a mature tree canopy of at least a thirty-foot diameter within five years. The intent is that majestic street tree species that create large canopies at maturity will be required in all medians and streetside landscape strips. The goal is create maximum shade canopy over streets and sidewalks.
  21. Pursuant to General Plan Policy VIII.D.4, a permanent mechanism for the ongoing maintenance of street trees is required, to the satisfaction of the City Manager and City Finance Director.
  22. Pursuant to General Plan Policy VIII.D.7, all lighting including street lighting, shall be designed, installed, and maintained to minimize excess light spillage, unnecessary brightness and glare, and degradation of night sky clarity.

#### **Environmental Impact Report Mitigation Measures**

23. **Mitigation Measure 1:** Outdoor light fixtures shall be low-intensity, shielded and/or directed away from adjacent areas and the night sky. All light fixtures shall be installed and shielded in such a manner that no light rays are emitted from the fixture at angles above the horizontal plane. High-intensity discharge lamps, such as mercury, metal halide and high-pressure sodium lamps shall be prohibited. Lighting plans shall be provided as part of facility improvement plans to the City with certification that adjacent areas will not be adversely affected and that offsite illumination will not exceed 2-foot candles.

Prior to issuance of a building permit, the applicant shall submit a photometric and proposed lighting plan for the project to the satisfaction of the Community Development Department to ensure no spillover light and glare onto adjoining properties.

24. **Mitigation Measure 2:** a) Construction equipment exhaust emissions shall not exceed District Rule 2-11 Visible Emission limitations; b) Construction equipment shall minimize idling time to 10 minutes or less; and c) The prime contractor shall submit to the District a comprehensive inventory (i.e. make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used an aggregate of 40 or more hours for the construction project. District personnel, with assistance from the California Air Resources Board, will conduct initial Visible Emission Evaluations of all heavy-duty equipment on the inventory list.

An enforcement plan shall be established to weekly evaluate project-related on-and-off- road heavy-duty vehicle engine emission opacities, using standards as defined in California Code of Regulations, Title 13, Sections 2180 - 2194. An Environmental Coordinator, CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and

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heavy duty on-road equipment emissions for compliance with this requirement. Operators of vehicles and equipment found to exceed opacity limits will be notified and the equipment must be repaired within 72 hours.

Construction contracts shall stipulate that at least 20% of the heavy-duty off-road equipment included in the inventory be powered by CARB certified off-road engines, as follows:

175 hp - 750 hp	1996 and newer engines
100 hp - 174 hp	1997 and newer engines
50 hp- 99 hp	1998 and newer engines

In lieu of or in addition to this requirement, the applicant may use other measures to reduce particulate matter and nitrogen oxide emissions from project construction through the use of emulsified diesel fuel and or particulate matter traps. These alternative measures, if proposed, shall be developed in consultation with District staff.

25. **Mitigation Measure 3:** Homes and apartments constructed as a part of the Highlands project shall contain only low-emitting EPA certified wood-burning appliances or natural gas fireplaces.
26. **Mitigation Measure 4:** If cultural resources (historic, archeological, paleontological, and/or human remains) are encountered during construction, workers shall not alter the materials or their context until an appropriately trained cultural resource consultant has evaluated the situation. Project personnel shall not collect cultural resources. Prehistoric resources include chert or obsidian flakes, projectile points, mortars, pestles, dark friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. Historic resources include stone or adobe foundations or walls, structures and remains with square nails, and refuse deposits often in old wells and privies.
27. **Mitigation Measure 5:** Special preparation of subgrades and reinforcement of foundations and floor slabs shall be conducted in full and as described in the Geotechnical Engineering Report Winters Highlands (January 9, 1990, and February 22, 1994, Wallace-Kuhl & Associates) for the Proposed Project.
28. **Mitigation Measure 6:** The City Council shall: a) direct that 6 medium density units be added to the project; b) find the project to be in substantial compliance with the density range of the Medium Density Residential (MR) designation; or c) approve a citywide General Plan amendment to change the density range for the proposed Medium Density Residential (MR) designation from 5.4 – 8.8 dwelling units per acre, back to 4.1 – 6.0 dwelling units per acre.
29. **Mitigation Measure 7:** All aspects of the project shall be subject to design review to ensure compatibility with the surrounding area and satisfaction of the Community Design Guidelines and other applicable principles of good neighborhood design. Prior to issuance of a building permit for each phase of construction of the project, the applicant shall submit full architectural renderings, including building elevations and floor plans, for design review and approval.
30. **Mitigation Measure 8:** The applicant shall enter into a Development Agreement with the City that includes provisions acceptable to the City Council for controlling the pace of growth on an annual basis. Provisions for the design, funding, and construction of necessary infrastructure to accommodate allowed growth shall also be addressed. Threshold requirements for the construction of affordable units shall be included to ensure that the development of affordable units reasonably keep pace with the development of market-rate units within the project.
31. **Mitigation Measure 9:** The applicant shall enter into a Development Agreement with the City that includes provisions acceptable to the City Council for mitigating the projected fiscal deficit. This may include an on-going Mello-Roos Community Facilities District (CFD) to fund eligible services, a Lighting and Landscaping District which could fund eligible park and landscaping expenses, establishment of an annuity the interest proceeds of which would cover the projected deficit, or other acceptable mechanisms.

32. **Mitigation Measure 10:** The project park site shall be designed and constructed to meet the specifications of the City of Winters. Park phasing and a final date by which the park shall be completed, operational, and accepted by the City shall be established in the project Development Agreement.
33. **Mitigation Measure 11:** a) Install a traffic signal at the intersection of Grant Avenue/I-505 Northbound Ramps. The traffic signal would need to be installed after construction and occupancy of 40 single family dwelling unit "equivalents" citywide (i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents");
- b) Install a traffic signal at the intersection of Grant Avenue/Walnut Lane. The traffic signal would need to be installed after construction and occupancy of 380 single family dwelling unit "equivalents" citywide (i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents"). A preliminary review of traffic volumes indicates that conditions at this intersection would likely not meet the warrants, or criteria, applied by Caltrans for installation of traffic signals on a state highway. OR Prohibit left turn movements from southbound Walnut Lane onto eastbound Grant Avenue. Southbound vehicles on Walnut Lane would be forced to turn right and make a u-turn at the signalized intersection of Grant Avenue/Railroad Avenue;
- c) Install a traffic signal at the intersection of Grant Avenue/West Main Street. The traffic signal would need to be installed after construction and occupancy of 50 single family dwelling unit "equivalents" from this project and/or Hudson/Ogando, Callahan Estates, or Creekside (i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents");
- d) The applicant shall pay a fair share of the cost for design and installation of a traffic signal at the intersection of Railroad Avenue/Main Street at buildout.
34. **Mitigation Measure 12:** The applicant shall be required to complete full roadway improvements, including traffic calming, to City Standards. Where phasing of improvements is allowed to support phased construction of residences, interim phased improvements shall be to the satisfaction of the City Engineer.
35. **Mitigation Measure 13:** The proposed systems for conveying project sewage, water, and drainage shall be finalized and approved by the City Engineer prior to final map. The project is required to fund and construct off-site improvements necessary to support the development. Such improvements could include, but not be limited to a water well, water lines, sewer lines and storm drainage lines. Should property acquisition or additional CEQA clearance be required for off-site improvements, this will be the responsibility of the developer.
36. **Mitigation Measure 14:** The proposed project shall contribute its fair share toward expansion of the City of Winters Wastewater Treatment Plant, consistent with the Wastewater Treatment Plant Master Plan. An acceptable financing mechanism shall be in place for the WWTP expansion prior to acceptance of a final map. Building permits for each phase of development shall be issued only after the City has established that WWTP capacity will be available to serve that phase of development.
37. **Mitigation Measure 15:** The applicant shall offer three alternative locations, satisfactory to the City, for locating a new well to serve the subdivision. Upon determination of an acceptable site, the City will release unused sites back to the applicant. At the City's discretion, the City may waive the requirement for an on-site location, should an acceptable off-site location be acquired and cleared procedurally (e.g. CEQA, etc.) for construction. If determined to be necessary, a separate CEQA analysis shall be conducted to clear the well site for construction. The applicant shall fund the up-front costs of design and construction of the well (including CEQA clearance), subject to later fair share reimbursement.
38. **Mitigation Measure 4.3-1(a):** The applicant shall mitigate for Project-related impacts to 0.67 acre of habitat for federally listed vernal pool invertebrates by complying with U.S. Fish and Wildlife Service

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(USFWS) guidelines regarding mitigation for Project-related impacts to vernal pool invertebrate habitat. A mitigation plan shall be developed in conjunction with the USFWS to ensure no net negative effect to these species occurs.

39. **Mitigation Measure 4.3-2(a):** The applicant will develop and implement a plan to manage the Preserve with the objective of ensuring that the wetland and upland habitats within the Preserve core zone are maintained in perpetuity at their present condition or better, and ensuring that any activities or structures authorized within the Preserve buffer zone are consistent with preserving the integrity of the Preserve core zone.

The Preserve shall cover approximately 7.43 acres in the northeast portion of the Project site and will include both a core zone ("wetlands area") and a buffer zone ("open space area"). The Preserve core zone shall be approximately 3.10 acres and include the 0.99 acre of seasonal wetland/vernal pool habitat and 2.10 acres of immediately adjacent annual grassland habitat. The Preserve buffer zone will cover approximately 4.33 acres and border the Preserve core zone to the north and west and provide an upland buffer to protect the Preserve core zone from adjacent land uses.

The Management Plan shall be consistent with the terms proposed by the applicant as outlined in the EIR, with the following modifications:

1. The conservation easement shall protect the entire 7.43 acres, not just the 3.10-acre core zone.
2. The buffer zone shall be maintained in a natural condition and shall not be planted with non-native vegetation. Irrigation will occur only during the initial establishment of any vegetation planted at the Preserve.
3. The U.S. Army Corps of Engineers does not need to be involved in the decision-making for removal of problematic non-native plant species.
4. No surface runoff from other sources shall be allowed.
5. Approval for the use of pesticides and other chemical agents must go through the U.S. Fish and Wildlife Service but need not go through the U.S. Army Corps of Engineers.
6. "Low impact" activities shall be defined and guidance on activities not allowed shall be provided. The U.S. Army Corps of Engineers need not be involved in the decision-making.
7. The structure of the conservation easement, including parties to the agreement, shall be to the satisfaction of the City of Winters.
8. The U.S. Fish and Wildlife Service rather than the U.S. Army Corps of Engineers shall be given authority to enforce provisions of the Management Plan and conservation easement.
9. The Management Plan shall include provisions for access by the Sacramento-Yolo Mosquito & Vector Control District personnel for routine surveillance of the ponded area(s) and shall identify a procedure for addressing possible vegetation management concerns should the District determine that dense vegetation growth in the wetland(s) may contribute to future mosquito outbreaks.

40. **Mitigation Measure 4.3-3(a):** The applicant shall mitigate for potential project-related impacts to Swainson's hawk foraging habitat by complying with one of the following:

i) If the Yolo County Memorandum of Understanding (MOU) regarding project-related impacts to Swainson's hawk foraging habitat is in full force and effect at the time the applicant seeks to satisfy this mitigation, the applicant may pay the appropriate fees allowed by this agreement. The MOU requires the applicant to mitigate at a 1:1 ratio for every acre of suitable Swainson's hawk foraging

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habitat that is impacted by the project. A fee will be collected by the City of Winters for impacts to 102.6 acres of potential Swainson's hawk foraging habitat. The fee shall be payable to the Wildlife Mitigation Trust Account. Funds paid into the trust account shall be used to purchase or acquire a conservation easement on suitable Swainson's hawk foraging habitat and for maintaining and managing said habitat in perpetuity. The cost per acre for acquisition and maintenance of foraging habitat is reviewed regularly and the applicant shall be charged at the rate per acre in effect at the time. Payment shall be made to the trust account prior to the initiation of construction activity and shall be confirmed by the City of Winters prior to the issuance of a grading permit.

ii) If the Yolo County NCCP/HCP has been adopted, the applicant shall mitigate for Swainson's hawk impacts by complying with the terms and requirements of the Plan. Compliance shall occur and be confirmed by the City of Winters prior to the issuance of a grading permit.

iii) If the MOU is not in full force and effect and if the NCCP/HCP has not yet been adopted, the project applicant shall purchase and set aside in perpetuity 102.6 acres of Swainson's hawk foraging land in proximity to the City of Winters (as approved by the City) through the purchase of the underlying land and/or the development rights and execution of an irreversible conservation easement to be managed by a qualified party (e.g. Yolo Land Trust). Mitigation shall include an endowment or other mechanism to pay for permanent maintenance and management by the managing entity. Compliance shall occur and be confirmed by the City of Winters prior to the issuance of a grading permit. To the extent feasible as determined by the City, identification of acceptable mitigation land shall be coordinated with the Yolo County Habitat Conservation Joint Powers Agency.

41. **Mitigation Measure 4.3-4(a):** The applicant shall conduct pre-construction surveys of suitable habitat at the Project site and buffer zone(s) within 30 days prior to initiation of construction activity. If ground disturbing activities are delayed or suspended for more than 30 days after the preconstruction survey, the Project site shall be resurveyed. Occupied burrows shall not be disturbed during the nesting season (February 1 through August 31) unless a qualified biologist approved by the California Department of Fish and Game verifies through non-invasive methods that either: (1) the birds have not begun egg-laying and incubation; or (2) that juveniles from the occupied burrows are foraging independently and are capable of independent survival. Passive relocation techniques shall be used to relocate owls, to the extent feasible. At least one or more weeks will be necessary to accomplish this and allow the owls to acclimate to alternate burrows.
42. **Mitigation Measure 4.3-4(b):** The loss of burrowing owl foraging and nesting habitat on the Project site will be offset by either acquiring and permanently protecting off-site at a location satisfactory to the City a minimum of 6.5 acres of foraging habitat (calculated on a 100 m {approx. 300 ft.} foraging radius around the burrow) per pair or unpaired resident bird or acquiring the requisite number of acres of credit at an approved mitigation bank satisfactory to the City.

The applicant shall either acquire and protect, or mitigation credits purchased at an approved mitigation bank 19.5 acres of burrowing owl habitat. If the applicant chooses to acquire and protect land for the burrowing owl, the protected lands shall be adjacent to occupied burrowing owl habitat and at a location acceptable to the California Department of Fish and Game and the City. If the applicant chooses to acquire and protect land for the burrowing owl, existing unsuitable burrows at the protected land shall be enhanced (enlarged or cleared of debris) or new burrows created (by installing artificial burrows) at a ratio of 2:1. This will require that the applicant have the Project site surveyed to determine the number of active burrows being used by the burrowing owl.

The applicant shall provide funding for long-term management and monitoring of the protected lands should the applicant choose to pursue that option. The monitoring plan shall include success criteria, remedial measures, and an annual report to the California Department of Fish and Game and the City of Winters.

43. **Mitigation Measure 4.3-5(a):** Pursuant to General Plan Policy VI.C.2 the applicant must replace loss of riparian and wetland habitat acreage and ecological value on at least a 1:1 basis.

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Replacement entails creating habitat that is similar in extent and ecological value to that displaced by the Project. The replacement habitat must consist of locally occurring, native species and be located either at the City's Community Sports Park site north of Moody Slough Road or elsewhere as directed and approved by the City. Study expenses shall be born by the applicant.

The mitigation ratio for the 0.54 acre of seasonal wetlands that occur in the Highlands Canal shall be at a 1:1 ratio but the mitigation ratio for the 0.81 acre of wetlands that occur outside the Highlands Canal shall be mitigated at a 2:1 ratio (creation of 1.62 acres of new wetlands). The 0.81 acre of seasonal wetlands are dominated by native species and either provide known habitat or potential habitat for federally listed vernal pool crustaceans. These seasonal wetlands represent one of the few areas in the western part of Yolo County and nearby area of Solano County known to support federally listed vernal pool crustaceans.

The applicant shall develop and submit to the City of Winters a written plan that describes the actions to be taken to identify an appropriate site to construct 2.16 acres of seasonal wetlands, the construction procedures and a monitoring plan with performance criteria to document that the constructed seasonal wetlands achieve the desired habitat conditions. The format of the plan shall follow the format prescribed by the Corps of Engineers for wetland mitigation and monitoring plans. The plan shall contain the following sections:

- Detailed description of the proposed mitigation site, including the location, ownership status, presence of any jurisdictional areas, topography and hydrology of the proposed site, soils (subsurface soil information to confirm that the soils are appropriate for wetland construction), vegetation and wildlife habitat and use of the proposed site, present and historical uses of the proposed mitigation site, and present and planned use of areas adjacent to the proposed mitigation site.
- Description of the seasonal wetland habitat to be created, including the mitigation ratio, long-term goals, anticipated future site topography and hydrology, vegetation, and anticipated wildlife habitat on the proposed mitigation site.
- Performance criteria and monitoring protocol to document that the constructed seasonal wetland habitat are meeting or exceeding the performance criteria, including a detailed description of the monitoring methods and justification of the methods, the monitoring schedule and other means of documenting the development of the mitigation (e.g., photo documentation).
- An implementation plan that describes in detail the physical preparation of the site, the planting plan, irrigation (if necessary) and the implementation schedule. The surface soils at the seasonal wetlands at the Project site that support primarily native species shall be collected and used to inoculate the constructed pools, especially the three largest pools at the Project site.
- A maintenance plan that describes the actions to be taken to address or prevent adverse conditions, such as invasion by undesirable vegetation, control of erosion of bare ground. This plan shall present a maintenance schedule and identify the party responsible for the maintenance, which will be the applicant unless another party agreeable to the City of Winters is selected.
- A contingency plan that identifies measures to be taken if the constructed seasonal wetlands are not performing according to the established standards. This plan shall be adaptive and identify how monitoring data will be used to define future actions to achieve the performance criteria. The contingency plan shall also identify the funding mechanism for the initial monitoring period and the endowment that will be provided by the applicant for the long-term management of the site.

The applicant shall work with the City of Winters to identify an acceptable third-party entity (e.g., Yolo Land Trust, Wildlife Heritage Foundation) to manage the mitigation site once the initial monitoring period has been completed. The applicant will be responsible for the site until the performance criteria have been met and will work with the third-party entity to develop the long-term management endowment.

44. **Mitigation Measure 4.3-6(a):** The applicant shall mitigate for potential Project-related impacts to nesting raptors by conducting a pre-construction survey of all trees suitable for use by nesting raptors on the subject property or within 500 feet of the Project boundary as allowable. The preconstruction survey shall be performed no more than 30 days prior to the implementation of construction activities. The preconstruction survey shall be conducted by a qualified biologist familiar with the identification of raptors known to occur in the vicinity of the City of Winters.

If active raptor nests are found during the preconstruction survey, a 500-foot buffer zone shall be established around the nest and no construction activity shall be conducted within this zone during the raptor nesting season (typically March-August) or until such time that the biologist determines that the nest is no longer active. The buffer zone shall be marked with flagging, construction lathe, or other means to mark the boundary of the buffer zone. All construction personnel shall be notified as to the existence of the buffer zone and to avoid entering the buffer zone during the nesting season. Implementation of this mitigation measure shall be confirmed by the City of Winters prior to the initiation of construction activity.

If an active Swainson's hawk nest is encountered during the pre-construction surveys, the buffer zone shall be 0.25 miles (1,320 feet) and it shall be fenced. This exclusion zone shall remain active until fledglings have left the nest or until such time that the biologist determines that the nest is no longer active.

45. **Mitigation Measure 4.3-9(a):** The applicant shall prepare and submit to the City for its approval a riparian restoration plan for restoring riparian trees and shrubs along a 50-foot section of Dry Creek on either side of where the outlet from the Highlands Canal is constructed. This plan shall be similar in content to the wetland mitigation and monitoring plan described for Mitigation Measure 4.3-5(a) and shall be approved by the City prior to issuance of the grading permit. The proposed modifications to Dry Creek shall be coordinated with representatives of the California Department of Fish and Game, U.S. Army Corps of Engineers, and Central Valley Regional Water Quality Control Board, as necessary, to obtain the required permits and authorizations.

#### **Development Review Committee**

46. Excess dirt from the site shall be imported to the regional park site and the regional park site shall be rough graded pursuant to the terms of the Development Agreement.

#### **Community Development**

47. All lots within 500 feet of the northwest corner of the project site shall have a deed disclosure regarding nearby agricultural uses and practices as well as the City's Right to Farm regulations. The wording and verification of the disclosure shall be approved by the City Attorney.
48. If a second well is required, the well site shall be located at or near the northwest corner of Lot V.
49. All lots adjoining the park site shall have a deed disclosure regarding typical operational and maintenance aspects of the park. The wording and verification of the disclosure shall be approved by the City Attorney.
50. To the extent feasible all builders shall engage in "green" construction practices. This shall be demonstrated to the City in conjunction with each design review.

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51. Construction activities shall be limited to 7:00 am to 7:00 pm, Monday through Friday only (holidays excluded) in compliance with the City's Noise Ordinance and Standard Specifications. The applicant shall submit a Construction Noise Control Plan for review and approval by the City prior to acceptance of final map. This plan shall address job site noise control and establish protocols for addressing noise complaints. Job site signage with 24-hour contact information for noise complaints shall be included.
52. The developer shall obtain the following approvals from the Central Valley Regional Water Quality Control Board, as appropriate: 1) coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction Activities; 2) compliance with post construction storm water Best Management Practices pursuant to the NPDES General Permit for Small Municipal Separate Storm Sewers Systems; 3) 401 Water Quality Certification for wetlands impacts; 4) Dewatering Permit under Waste Discharge Requirements General Order for Dewatering and Other Low Threat Discharges to Surface Waters Permit.
53. There shall be an onsite, resident manager at the apartment complex. This shall be recorded against the property and disclosed to all future owners. Form and substance of the disclosure and recording shall meet the prior approval of the City Attorney. Evidence that this condition has been satisfied shall be provided to the City prior to occupancy of the first unit.
54. All construction, new or remodeling, shall conform to the most currently adopted California Building Code and Winters Municipal Code.
55. Foundations shall be poured in place, onsite. No pre-cast foundations will be permitted. This shall be stipulated in all construction contracts.
56. The main electrical panel for each residence shall be located at the exterior of the residence and capable of total electrical disconnect by a single throw.
57. All address numbering shall be clearly visible from the street fronting the property. All buildings shall be identified by either (4) inch high illuminated numbers or six (6) inch high non-illuminated numbers on contrasting colors. For residences on alleyways, the address numbering shall appear on the front and rear of the structure. Naming of streets and address numbering shall be completed by a committee comprised of the Street Naming Committee, Community Development Department, the Fire District, the Police Department, and the Postal Service.
58. The applicant shall pay all development impact fees, fees required by other entities, and permit fees.
59. The applicant shall be responsible for any additional costs associated with the processing of this project including but not limited to: plan check, inspections, materials testing, construction monitoring, and other staff review and/or oversight including staff time necessary to ensure completion/satisfaction of all conditions of approval and mitigation measures. The applicant shall, on a monthly basis, reimburse the City for all such costs. Project applicant shall pay all development impact fees adopted by the City Council and shall pay fees required by other entities.

#### **Design Review**

60. Prior to recordation of the Final Map, a deed restriction shall be recorded against each property that precludes conversion of garage area to livable areas.
61. In order to achieve architectural diversity, the developer shall offer five floor plans and 25 elevations (five per plan).
62. A minimum of half of the required elevations shall include brick or stone veneer installed to a minimum height three feet from grade, with no more than a four-inch opening at the base between the grade and the start of the masonry. The veneer shall wrap around all sides of the structure visible from the front and sides so that it terminates at a point where the yard fencing begins.

63. Each elevation for a particular floor plan shall be distinctive, with a unique roof design, architectural detailing, and application of exterior materials. Single story and two-story plans shall be varied.
64. The same (or substantially similar) elevation may appear no more than twice on one side of a block, or three times on either side of facing blocks, and may not be opposite or kitty-corner from the same elevation on the opposite side of the block. In addition, no more than ten percent of the homes can share the same elevation within a development.
65. A minimum of 50 percent of all detached units shall have useable front porches (minimum 6-feet by 8-feet). The remaining 50 percent shall have other prominent useable architectural features such as courtyards, balconies, and/or porticoes.
66. Units on opposing sides of a street shall be compatible in terms of design and color.
67. Lights along local streets shall not exceed 20-feet in height and shall be spaced to meet illumination/safety requirements. Lights along collector and arterial streets shall be as low as feasible in order to maintain pedestrian scale. Historic-style street lamps shall be used along all streets.
68. Entry walks to individual residences shall be separated from the driveway by a landscaped area.
69. Exterior colors on residential units shall not be restricted.
70. Single family structures shall be consistent with applicable development standards identified in Tables 3A and 4, and Section 8-1.5302, of the Zoning Ordinance unless otherwise modified through the PD Permit in subsequent Design Review approvals.
71. The apartment project shall be consistent with Section 8-1.5306 of the Zoning Ordinance.
72. Fencing and parking shall be consistent with the applicable requirements of Section 8-1.6001 and 8-1.6003 of the Zoning Ordinance.
73. Landscaping and signage shall be consistent with the applicable requirements of Section 8-1.6004 and 8-1.6005 of the Zoning Ordinance.
74. A separate site plan approval and design review approval is required for the apartment project.
75. A separate site plan approval and design review is required for the on-site park.
76. Universal design features shall be incorporated as an option in residential units. These features shall include first floor passage doors and hallways, a handicap accessible path of travel from either the driveway or sidewalk to the entrance of the residential units, and other features determined by the Community Development Department.
77. The applicant shall ensure that lots along West Main Street receive special design and architectural treatment to showcase neo-traditional principles along this new segment of the City's original Main Street. Front doors for all lots that adjoin West Main Street (front-on or side-on) shall open onto West Main Street. Side-on homes shall include wrap around porches. There shall be no driveways onto West Main Street.
78. A site plan for Lots Z-1 and Z-2 and landscaping plans for the entire project shall be submitted for design review and approval by the City prior to acceptance of the final map.
79. Landscaping improvements shall be developed at the same time as adjoining lots, and shall be completed to the City's satisfaction prior to occupancy of adjoining lots.

80. The following lots shall have wrap-around porches with front doors facing the park: 154, 168 (east), 169, 188, 221 (east), 240 (east), 262, 263, 288, 289, and 312 (east). The following lots shall have wrap-around porches with front doors facing the park and driveways on the local street: 155, 220, 239, and 311.
81. Details for side yard fencing along West Main Street and Taylor Street shall be provided for City review and approval as a part of subsequent Design Review for the project. Height, materials, setback, and landscaping shall be considered in light of the visibility of those areas from proposed bicycle trails along those streets.
82. Alley loaded garages shall have rear lighting that illuminates the alley. Style and wattage of fixtures shall be subject to City review and approval for both safety and aesthetic purposes as a part of subsequent Design Review for the project. Project CC&Rs shall specify the requirement for these fixtures to be maintained, and kept lit during evening hours, by the resident.
83. Duplex lots shall driveways and front doors on opposite street frontages.

#### **Affordable Housing**

84. Prior to recordation of the Final Map, an inclusionary housing agreement shall be prepared and executed for the identified income-restricted units/properties. Deed restrictions shall be recorded against each income-restricted lot (including Lot A) property to ensure permanent affordability.
85. Of the 66 affordable units, 26 shall be restricted to very low income occupants and 40 shall be restricted to low/moderate income occupants (comprised of 25 low income units and 15 moderate-income units). These lots shall not be the same lots as those identified to meet the City's local builder requirement. The low/moderate split shall be determined by the City.
86. The construction of the affordable units shall keep pace or exceed the construction of the market rate units.
87. Fifty percent of the affordable for-sale (single family) units shall have 3 bedrooms and 2 baths and fifty percent shall have 4 bedrooms and 2 baths. The same requirements shall apply to the affordable apartment units.
88. Pursuant to Policy II.A.13 of the Housing Element, the affordable units shall be visually indistinguishable from the market-rate units.

#### **Street Improvements**

89. All proposed roads within the subdivision shall comply with the City's Public Works Improvement Standards and Construction Specifications, dated September 2003.
90. West Main Street:
  - a) Full improvements shall be constructed from the northern terminus of existing West Main Street to the proposed Moody Slough Road with the first final map on the project. Applicant shall acquire the necessary right of way on the Callahan property prior to approval of the first final map.
  - b) The proposed West Main Street cross-section was previously approved with the Callahan Estates Subdivision as an 80-foot right-of-way comprised as follows: a 10-foot Class I bikeway with 2-feet of clearance and 14-foot landscape strip on the west side, an 8-foot parking lane on both sides, a 12-foot travel lane on both sides, and an 8-foot landscape strip with 6-foot sidewalk on the east side.
  - c) The project proponent shall install a traffic signal at the Grant Avenue and West Main Street intersection prior to the issuance of the 50<sup>th</sup> building permit. Signal is currently being designed and constructed by the Callahan Development. If signal is not constructed by the Callahan

Development, the Signal is to be constructed at applicant's expense subject to a reimbursement from the City Development impact fees.

d) Applicant shall provide all necessary right-of-way and construct a traffic roundabout at the intersection of West Main Street and Niemann Street as approved by the City Engineer.

91. Taylor Street:

a) If the Callahan property is not developed prior to the development of Phase III and IV of the Winters Highlands Project, then the Applicant will be required to acquire the land on the Callahan property in order to facilitate the full construction of Taylor Street as shown on the Tentative Map. Applicant shall acquire the needed right-of-way prior to final map on Phase III and Phase IV.

b) Taylor Street, along the east side of the linear park, is a "Secondary Collector" with a 66-foot cross-section comprised as follows: 3-feet of the 10-foot Class I bikeway plus a 10-foot landscape strip one the west side, a 7-foot parking lanes on both sides, a 13-foot travel lane on both sides, and an 8-foot landscape strip and 5-foot sidewalk on the east side. The remaining 7 feet of the Class I bikeway is proposed to be located within the linear park, immediately adjoining the street right-of-way.

c) At the intersections of Taylor Street/Niemann Street and Taylor Street/Anderson Avenue, each corner will "bulb out" and the pedestrian crossings will be raised, textured concrete.

92. Valley Oak Drive:

a) Valley Oak Drive shall be extended within the limits of the Winters Highlands Property. The proposed alignment involves location of a portion of the roadway on property owned in fee by PG&E. Applicant shall obtain approval by the Public Utilities Commission (PUC) and shall acquire all necessary easements and rights of way across the PG&E property prior to the first final map approval on the project. It is anticipated that connection to existing Valley Oak Drive will occur with the final phase of the project. However, this connection shall be constructed sooner if required by the City Engineer.

b) Traffic calming measures shall be constructed on Valley Oak Drive. Applicant shall submit a traffic-calming plan prior to approval of first final map for the project.

c) Valley Oak Drive is proposed as a "Modified Primary Collector" with a 64-foot cross-section comprised as follows: a 10-foot Class I bikeway with 2-foot clearance, 6-foot landscaping strip, and 14-foot travel lane on the west side, and a 12-foot travel lane, 7-foot parking lane, 8-foot landscape strip, and 5-foot sidewalk on the east side.

93. Moody Slough Road: For the segment west of West Main Street, Moody Slough Road is proposed as a "Primary Collector". The Applicant shall construct the ultimate cross-section to 93-feet comprised of a 5-foot sidewalk on the south side, 8-foot landscape strips on both sides, 8-foot parking lanes on both sides, 15-16-foot travel lanes on each side, a 12-14-foot median, and a 10-foot Class I bike path with 2-feet of clearance on the north side. To allow for the Ped/Bike pathway to connect to the subdivision, an interim street cross section will not be allowed for this segment of Moody Slough Road.

For the segment east of West Main Street, Moody Slough Road is proposed as a "4-Lane Arterial". The ultimate cross-section shall be 126-feet comprised of a 10-foot landscape strip on the south side and 6-foot sidewalk on the south side, 8-foot landscape strips on both sides, 6-foot bike lanes on both sides, two 13-foot travel lanes on each side, a 14-foot median, and a 10-foot Class I bike path with 2-feet of clearance on the north side. An interim cross-section of 81- feet is proposed comprised of a total of 18-feet of landscaping, a 6-foot sidewalk, and a 6-foot bike lane on the south, 33-feet of pavement on the south, and a 13-foot travel lane and 5-foot shoulder on the north.

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94. Niemann Street: Niemann Street is shown to extend from the existing Niemann Street at the east property line to proposed Valley Oak Dr. Within the project boundaries, Niemann Street shall be constructed in conjunction with the appropriate phase of the project. Niemann Street is a "Secondary Collector" with a 76-foot cross-section comprised of a 5-foot sidewalk on the south side, an 8-foot landscape strip on the south and an 11-foot landscape strip on the north, a 7-foot parking lane on both sides, a 13-foot travel lane on both sides, and a 10-foot Class I bikeway with 2-feet of clearance on the north side. The extension of Niemann Street from W. Main Street to the westerly terminus of existing Niemann Street will be extended with the first phase (Final Map) of development. If the Callahan Property is not developed prior to the development of Phase III of the Winters Highlands project then the Applicant will be required to extend Anderson Ave. to the west to connect to W. Main Street.
95. Anderson Avenue: Anderson Ave. from its existing westerly terminus to W. Main Street is off-site and shall be included with the development of the first phase (first Final Map) of the Winters Highlands project to serve the existing Middle School on Anderson Ave. In addition, if the Callahan Property is not developed prior to the development of Phase III of the Winters Highlands project then the Applicant will be required to extend Anderson Ave. through the Callahan Property to the west to connect to W. Main Street. Applicant shall acquire the needed right-of-way prior to approval of the final map for Phase III. Anderson Street is a local residential street with a 66-foot cross-section to account for the proposed Class I bikeway. The cross-section shall be comprised of the following: a 10-foot Class I bikeway with 2-foot clearance and 8-foot landscape strip on the south side, a 7.5-foot parking lane on each side, a 10-foot travel lane on both sides, and a 6-foot landscape strip with 5-foot sidewalk on the north side.
96. "D" Street: Between Taylor Street and West Main Street, the Applicant shall be required to acquire the land on the Callahan property prior to approval of a final map for Phase I, in order to facilitate the full construction of "D" Street as shown on the Tentative Map during Phase I of the project. "D" Street between Taylor and Valley Oak Drive shall be constructed to Local Street standards no later than the completion of Phase III development
97. G" Street: G Street is proposed to be a standard local City street with a 57-foot cross-section. South of the park however, it should be noted that the City will require an expanded cross-section to be determined by the City Engineer.
98. J Street, which would run along the west side of the linear park, will be a standard local City street with a 57-foot cross-section.
99. Intersection Enhancement Details: Island Planters and crosswalks shall be constructed of colored brick pavers, stamped concrete or other enhanced feature as approved by the City Engineer.
100. Local Streets: Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA.
101. Alleys: All Alleys shall be 26' wide back of curb to back of Curb. Final pavement structural shall require City Engineer approval, but in no case shall the section be less than that specified in the City of Winters Improvement Standards with the addition of Type A Asphalt Concrete
102. All Asphalt Concrete Pavement shall be Type A and Asphalt Grade shall be AR-8000 or equivalent Performance Grade.
103. Tentative Map Street Cross-Sections, Conditions and Changes shall be made as follows:
  - a) Street Section (Local): Add all street names to the detail heading.
  - b) ADD NEW STREET CROSS SECTION- Moody Slough Road (East of Project Boundaries): Street cross section shall clearly depict primary collector improvements to be constructed per the conditions of approval for Moody Slough Road.

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c) ADD NEW STREET CROSS SECTION- Niemann Street (East of West Main Street): Depict full improvements

d) ADD NEW STREET CROSS SECTION- Anderson Avenue (East of West Main Street): Depict full improvements

e) Street Cross section details, including all intersection geometric design, complying with the conditions of approval, shall be revised on tentative map, submitted to the City, and approved by the City Engineer prior to submitting a final map and improvement plans.

f) Additional traffic studies shall be performed for subsequent phases as required by the City Engineer. The City has the option to perform the studies at Applicant's expense.

g) A signing and striping, and stop sign plan is required and shall be approved by the City Engineer. All signing and striping shall be in accordance with the City of Winters Public Improvements Standards and Construction Standards.

h) Street light types shall be those historic types as approved by the City. Applicant shall fund the analysis for designing standards and details for spacing historic lights. Improvement plans shall be designed to those standards once approved.

### **Storm Drainage and Site Grading**

104. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for project watershed(s), including the plan area. The plan shall identify specific storm drainage design features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and City Public Improvement Standards. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures. The Storm Drainage Plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the plan and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversized improvements on a pro rata basis per the Project level Development Agreement.

105. 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 Winters Public Improvements Standards and Construction Standards for additional requirements.

106. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

107. To accommodate the Winters Highlands Flood Overlay area into the existing Rancho Arroyo Pond the applicant shall be required to construct a pump station in the pond that would consist of an approximate sized 14.5 cfs of pumping capacity. The applicant would also be required to fund and

- construct all storm drainage piping to accommodate flows from their project area to include a new inlet structure to the Rancho Arroyo detention pond and the abandonment of the existing inlet structure on the Cottages at Carter Ranch property. In addition, the existing 0.8 cfs detention pond pump and standpipe would be removed. Applicant shall be required to construct these improvements with the first final map. Applicant shall be required to acquire necessary land and for and right of entry agreements for the construction of new improvements and abandonment of existing improvements. The cost of work performed in and for the improvement of the Detention Basin shall be subject to fee credits and/or reimbursement, as determined by the City. If the improvements are already constructed by others, the Applicant shall pay its pro-rata share of costs, as determined by the City, prior to approval of the first final map.
108. By allowing the project General Plan Flood Overlay Area to be redirected into the Rancho Arroyo Pond with improvements to the pond, does not eliminate the requirement for the Project to pay into the Flood Overlay Area Storm Drainage Fee. The proposal to develop in the Flood Overlay Area, and remove portions of the development from the Flood Overlay Area will require City Council approval, and amendment to the General Plan and Rancho Arroyo Drainage Shed.
  109. Applicant shall be required to coordinate with FEMA through the City's Floodplain Administrator to determine if a CLOMR or LOMR is needed for the project as a result of possible impacts to Dry Creek or Putah Creek Flood Plain. Applicant shall obtain all necessary permits and CLOMRs/LOMRs as required prior to First Final Map approval.
  110. 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.
  111. Drainage fees shall be paid prior to issuance of a building permit.
  112. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.
  113. If disposal and sharing of the excavated soil from the construction of the Development occurs, prior to approval of the first Final Map, Applicant shall prepare a written agreement with the other participating property owners and submit to the City.
  114. All projects shall include implementation of post-construction best management practices (BMP). Post construction BMP's shall be identified on improvement plans and approved by the City Engineer.
  115. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit.
  116. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer.
  117. Construction materials for storm drainpipes within the water table shall be pre-cast rubber-gasket reinforced concrete pipe (RGRCP).
  118. An erosion and sedimentation control plan shall be included as part of the improvement plan package. The plan shall be prepared by the applicant's civil engineer and approved by the City Engineer. The plan shall include but not be limited to interim protection measures such as benching, sedimentation basins, storm water retention basins, energy dissipation structures, and check dams. The erosion control plan shall also include all necessary permanent erosion control measures, and shall include scheduling of work to coordinate closely with grading operations. Replanting of graded areas and cut and fill slopes is required and shall be indicated accordingly on plans, for approval by City Engineer.

119. Landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.
120. Applicants for projects draining into water bodies shall obtain a National Pollutant Discharge Elimination System (NPDES) Permit from the Regional Water Quality Control Board prior to commencement of grading.
121. All inactive portions of the construction site, which have been graded will be seeded and watered until vegetation is grown.
122. Grading shall not occur when wind speeds exceeds 20 MPH over a one hour period.
123. Construction vehicle speed on unpaved roads shall not exceed 15 MPH.
124. Construction equipment and engines shall be properly maintained.
125. If air quality standards are exceeded in May through October, the construction schedule will be arranged to minimize the number of vehicles and equipment operating at the same time.
126. Construction practices will minimize vehicle idling.
127. Potentially windblown materials will be watered or covered.
128. Construction areas and streets will be wet swept.

#### **Wastewater and Sewer Collection System**

129. The applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
130. The property shall be connected to the City of Winters sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Winters Public Improvement standards and Construction Standards.
131. A Tentative Map Sewer comprehensive Collection System Master Plan shall be submitted for approval by the City Engineer prior to submittal of the final map and/or construction drawings for checking. A registered civil engineer for project shall prepare the sewer collection system plan. The plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate those developments.
132. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
133. The Tentative Map Sewer Plan showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
134. The Applicant shall be obligated to advance fund the construction of the off-site sewer pump station identified on West Main Street Adjacent to the entrance to the Rancho Arroyo Detention Pond. The City has the option of requiring the Applicant to design and construct the Pump Station or have the City design and construct the pump station at the Applicant's expense. An appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on

a pro rata basis per the Project level Development Agreement. Applicant shall be required to acquire the needed right-of-way prior to approval of the first final map for the project. If the improvements are already constructed by others, the Applicant shall pay its pro-rata share of costs, as determined by the City, prior to approval of the first final map.

135. Prior to approval for use of the City's existing force main pipe, Applicant shall assess the capacity and physical condition of the force main and obtain City Engineer approval for use on the project. If the force main cannot be used, the Applicant shall be required to construct a new force main to the WWTP.
136. The Developer acknowledges and agrees that, notwithstanding any provision contained in the Development Agreement, the Land Use Entitlements or the Conditions of Approval to the contrary, the City shall not be required to approve or record a Final Map for any Phase of the Winters Highlands Subdivision until and unless the City Engineer determines, in his/her sole and absolute discretion, that the WWTP has adequate capacity to serve all residential units and other buildings to be constructed within that Phase of the Winters Highlands Subdivision.
137. Construction of deep sewer mains shall be connected to laterals by a parallel mains and connections at Manholes.

#### Water Infrastructure

138. All materials and installation of the water system shall be at the applicant's expense per City of Winters Public Improvement Standards and Construction Standards.
139. If required, per SB221, project Applicant shall obtain a Water Verification (WV) prior to approval of final map that addresses the following:
  - a. Actual water service to the subdivision will be predicated upon satisfaction of terms and conditions set by the water supplier
  - b. The WV is non-transferable, and can only be used for the specific tentative map for which it was issued.
  - c. The WV shall expire along with the tentative map subdivision map if a final map is not recorded within time allowed under law
  - d. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.
140. Based on City water modeling, a new well is needed to serve the first phase of development. A new well is being constructed by the Callahan Estates Development. Developer shall pay its fair share obligation in accordance with the Development Agreement. If a second well is required, Developer shall advance fund the construction of a second water well and required water system conveyance pipelines with the project. Developer shall enter into a reimbursement agreement in accordance with the terms of the Development Agreement for reimbursement of costs above its fair share obligation for funding the design and construction of a second well. Per Mitigation Measure #15, the applicant shall fund the up-front costs of design and construction of the well (including CEQA clearance), subject to later fair share reimbursement. Building permits shall be issued for individual units only after the City has established that water supply will be available to serve the units..
141. The Applicant shall submit a well site plan with facility elevations for City approval with the first final map application.

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142. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval. Applicant shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the development. Applicant shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct offsite water improvements to connect to the City water distribution system.
143. At the time the Building Permit is issued, the applicant will be required to pay the appropriate City connection Fees. All domestic water services will be metered. Water meters shall be installed on all water services to the satisfaction of the City Engineer.
144. Per City of Winters Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the applicant's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Winters Public Improvements Standards and Construction Standards. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
145. Per the City of Winters Cross Connection Control Program, fire protection systems are required to maintain approved backflow prevention, at the applicant's expense. Required location, service size and flow-rate for the fire protection system must be submitted. Actual location is subject to the review and approval of the Public Works Department, Fire Department, and Community Development Department.
146. The City of Winters Plan Review Fee applies and is due upon submittal of the maps and plans for review.
147. FINAL PLANS, PERIODIC TESTS FOR FIRE HYDRANTS: All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the City of Winters Fire Department for approval prior to construction of the system. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Winters Fire Department.
148. WATER PRESSURE: All water lines and fire hydrant systems must be approved by the Fire Chief and operating prior to any construction taking place on the site. Prior to issuance of building permits, water flow must be measured and certified for adequacy by the Winters Fire District. The following minimum water flows, with 20 PSI residual pressure, shall be acceptable unless otherwise determined due to the type of construction material used.
149. REFLECTORS FOR FIRE HYDRANTS: 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 Winters Fire Department for replacement purposes.
150. MEDIANS, FIRE HYDRANT PLACEMENT: When Median strip is to be installed in the center of a street; the fire hydrant will be spaced not more that 300 feet on both sides of the divider on the curb side of the street. Final approval and approval of any changes is the responsibility of the City Engineer.
151. All Construction, new or remodeling, shall conform to the most current Uniform Fire Codes, the Winters Fire Prevention Code, and section of the National Fire Codes that the Winters Fire Chief or his/her agent may find necessary to apply.
152. Prior to approval of the first final map, a comprehensive on-site water system master plan shall be prepared by a registered civil engineer for project, and shall be submitted to the Public Works

Director for review and approval. The master plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate the plan area. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.

153. Forty-eight hours notice shall be given to the Winters Fire District prior to any site inspections.
154. A hydrant use permit shall be obtained from the Public Works Department, for water used in the course of construction.
155. When the fire protection facilities are in the City of Winters, the developer shall contact the Winters Fire District Chief or his/or agent prior to construction for a pre-construction meeting.
156. All required fire accesses that are to be locked shall be locked with a system that is approved by the Fire Chief or his/her agent.
157. Submit three sets of plans for each fire suppression sprinkler system to the Fire Department for review and approval prior to the issuance of each building permit.
158. All residences shall have fire suppression sprinkler systems meeting or exceeding NFPA 13-D and local Fire Department standards. Water laterals shall be appropriately sized to accommodate sufficient water flows for fire suppression sprinkler systems.

#### **General Public Works and Engineering Conditions**

159. The conditions as set forth in this document are not all inclusive. Applicant shall thoroughly review all City; state and federal planning documents associated with this tentative map and comply with all regulations, mitigations and conditions set forth.
160. The applicant agrees to adhere to the terms of the of the ordinance (Ordinance No. 96-02) adopted by the City Council to address impact fees to be paid for development of property within the Rancho Arroyo Drainage District, to offset costs associated with drainage improvements.
161. Closure calculations shall be provided at the time of initial map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print out. The point(s) of beginning shall be clearly defined and all lot acreage shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the subdivision map. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
162. A subdivision map (Final or Parcel) shall be processed and shall be recorded prior to issuance of a Building Permit. The Developer shall provide, to the City Engineer, one recorded Mylar copy and four print copies of the final map from the County, prior to issuance of the first building permit.
163. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
164. A registered landscape architect shall design landscape and privacy wall improvements and improvements shall be per City Standards, as applicable.

165. Applicant shall make every attempt to submit joint trench/utility/composite plans for review, prior to approval of the final map and improvement plans. Construction will not be allowed to proceed prior to submittal of the joint trench/utility/composite plans for City review.
166. All existing and proposed utilities (Electric, phone/data, and cable) shall be installed underground per the subdivision ordinance and shall meet the policies, ordinances, and programs of the City of Winters and the utility providers.
167. Street lighting location plan shall be submitted and approved by the Department of Engineering, prior to approval of improvement plans and final recordation of Map.
168. Roads must be constructed and paved prior to issuance of any building permit. Under specific circumstances, temporary roads may be allowed, but must be approved by the City of Winters City Engineer and Fire Department
169. Occupancy of residential units shall not occur until on-site and off-site improvements have been accepted by the City Council and the City has approved as-built drawings, unless otherwise approved by the City Engineer and Community Development Director. Applicants, and/or owners shall be responsible to so inform prospective buyers, lessees, or renters of this condition.
170. If relocation of existing facilities is deemed necessary, the applicant shall perform the relocation, at the applicant's expense unless otherwise provided for through a reimbursement agreement. All public utility standards for public easements shall apply.
171. A Subdivision Improvement Agreement shall be entered into and recorded prior construction of improvements, issuance of any building permits, or recordation of a final map.
172. At the time of making the survey for the final map, the engineer or surveyor shall set sufficient durable monuments to conform with the standards described in Section 8771 of the Business and Professions Code. All monuments necessary to establish the exterior boundaries of the subdivision shall be set or referenced prior to recordation of the final map.

#### **Easements and Right of Way**

173. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
174. The applicant shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the Public Works Department.
175. A ten (10) foot public utility easement back of sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.
176. Per the project level Development Agreement, prior to approval of first set of improvement plans and final map, Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map.

#### **Reimbursements for Applicant Install Improvements**

177. Applicant shall pay appropriate reimbursements for benefiting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements.

## Landscaping and Lighting

178. Project proponents shall enter into the City wide Landscape and Lighting Maintenance District, in order to maintain and provide for the future needs of parks, open space, street lighting, landscaping, sound walls, and other related aspects of development. The project proponent is responsible for all costs associated with this condition. The project proponent shall fulfill this condition prior to the sale of any buildable lots or parcels within the project area.
179. Applicant of multi-family residential, commercial and industrial project shall provide refuse enclosure detail showing bin locations and recycling facilities to the approval of the Public Works Department.
180. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans.
181. 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 Winters Public Improvements Standards and Construction Standards. This submittal is separate from the building permit submittal. The Developer shall provide, to the City Engineer, one Mylar original and four sets of the improvement plans and electronic media (AutoCAD .DWG or DXF on Zip Disk or Compact Disk), for approval of plans by the City Engineer.
182. Each residence in the cul-de-sac must be able to accommodate parking for 3 vehicles: either (3) on site parking spaces or two (2) on site spaces and (1) on street space. The on street space shall be along the frontage of the subject property with no more than a 10-foot overlap across the frontage of adjacent parcels.
183. Conform to County Health regulations and requirements for the abandonment of a septic tanks and water wells.
184. Existing public and private facilities damaged during the course of construction shall be repaired by the subdivider, at his sole expense, to the satisfaction of the City Engineer.
185. The area of each lot, in square feet, shall be calculated and shown on the Final Map.
186. Encroachment permits if necessary from will be acquired from Yolo County, Cal-Trans, and PG&E.
187. All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.
188. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers.
189. Prior to recording of the final map, if required, provide evidence of payment for the Habitat Mitigation Fee. This fee is paid to the Yolo County Planning Department.
190. If improvements are constructed and/or installed by a party or parties other than the Applicant, which improvements benefit Applicant's property, prior to issuance of a building permit (approval of the final map) on Applicants property, Applicant 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 Applicant.
191. Moisture sensors shall be installed on the 14-foot parkway strips located along West Main Street.

85

**CONFORMED COPY  
NOT COMPARED  
WITH ORIGINAL**

RECORDING REQUESTED BY:

Winters Joint Unified School District  
909 West Grant Avenue  
Winters, CA 95694



Yolo Recorder's Office  
Freddie Oakley, County Recorder  
**DOC- 2014-0006104-00**

REQD BY BRENT CUSHENBERY

Tuesday, MAR 25, 2014 08:51:00

Ttl Pd \$56.00

Rcpt # 0001088763

FRT/X7/1-15

Exempt from recording fees per Government  
Code section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**RESTATED MUTUAL BENEFIT AGREEMENT FOR THE  
MITIGATION OF DEVELOPMENT IMPACTS  
UPON THE SCHOOL FACILITIES OF  
THE WINTERS JOINT UNIFIED SCHOOL DISTRICT**

THIS RESTATED MUTUAL BENEFIT AGREEMENT FOR THE MITIGATION OF DEVELOPMENT IMPACTS UPON SCHOOL FACILITIES (hereinafter "Agreement"), is entered into by and between Reichtert-Lengfeld LLP., a California Limited Partnership and GBH-Winters Highlands, LLC., a California Limited Liability Company (hereinafter referred to as "Developer") and the WINTERS JOINT UNIFIED SCHOOL DISTRICT (hereinafter "District"). This Agreement shall take effect on April 1, 2014 (hereinafter "Effective Date").

**RECITALS**

**WHEREAS**, Developer seeks to develop approximately Three Hundred Seventy-Seven (377) units on what is referred to as the "Winters Highlands" project (hereinafter the "Development") on approximately One Hundred and Two Point Six (102.6) acres it owns in Yolo County, California, APN No. 030-220-17, -19 and -33, as such APN existed on the Effective Date of this Agreement (hereinafter referred to as the "Property"). The Property is more thoroughly described in Exhibit "A" attached hereto and incorporated by reference;

**WHEREAS**, improved land is necessary to serve future residents of the Property;

**WHEREAS**, the Development will have a direct impact on the District and its existing and future needs;

**WHEREAS**, Developer and District (collectively referred to as "Parties") agree that state funding for school construction is extremely limited and not likely to provide adequate monies for this project;

**WHEREAS**, Developer, in order to proceed with planned development, may be required to obtain approval of maps, permits, annexations, rezoning application from a local government agency, and other approvals or actions which may be lead to opposition from the District;

**WHEREAS**, Developer desires that the Development move forward without opposition from District, and District desires to secure a binding and enforceable Agreement from Developer which provides sufficient funding for school facilities necessary to serve the residents of the Development;

**WHEREAS**, Developer desires to both fully mitigate the anticipated impacts caused by the Development on school facilities and assure the existence of adequate school facilities for the student population generated by this Development of the Property by entering into this Agreement with District;

**WHEREAS**, Developer desires a predictable cost of providing school mitigation in the District during construction of the Development, thus avoiding the uncertainty of mitigation amounts which may vary considerably from year to year;

**WHEREAS**, District desires that the cumulative school mitigation collected from Developer on Development through build-out be sufficient to offset the anticipated costs of providing school facilities required by the Development;

**WHEREAS**, District and Developer desire that school facilities be timely funded and developed to provide adequate facilities for K-12 students expected to be generated by the planned Development through agreement on a level of school mitigation that will remain in effect, subject to adjustment as provided in this Agreement, through the term of this Agreement.

**WHEREAS**, District and Developer's predecessor in interest previously executed a Mutual Benefit Agreement which the parties desire to rescind and replace with this Restated Mutual Benefit Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and the mutual promises and covenants of the Parties contained in this Agreement, and in exchange for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

**1.0 Recitals**

The preceding recitals are incorporated herein as though fully set forth herein.

## **2.0 School Mitigation**

### **2.1 School Mitigation Fee**

Developer agrees to mitigate the impacts the Development creates on the District's facilities through payment of a fee. Accordingly, Developer or Developer's successor(s)-in-interest to all or any portion of the Property, whoever applies for building permits for the Property ("Builders"), shall pay the District the following "School Mitigation Amount," for each residential permit issued on the Property:

- For homes for which building permits are issued by the City on or before December 31, 2015: Three Dollars and Twenty Cents (\$3.20) per square foot of "assessable space," as that term is defined in Section 65995(b)(1) of the California Government Code.
- For homes for which building permits are issued by the City on or after January 1, 2016: Four Dollars and Twenty-Three Cents (\$4.23) per square foot of "assessable space," as that term is defined in Section 65995(b)(1) of the California Government Code.

These fees shall be paid at the earlier of: (1) issuance of a Certificate of Occupancy; or (2) six (6) months from the issuance of the building permit by the City of Winters. It shall constitute a material obligation of Developer under this Agreement to inform the District each time a permit or Certificate of Occupancy is issued.

#### **2.1.1 Bi-Annual Index**

The School Mitigation Amount shall be increased every two years (in even-numbered years), commencing in January 2015, according to the adjustment for inflation set forth in the statewide cost index for Class B construction, as determined by the State Allocation Board at its January meeting. The increase shall be effective as of the date of that meeting. If the State Allocation Board uses another index in making its determination, then that index increase shall apply. In no event shall the School Mitigation Amount decrease.

### **2.1.2 Interest**

If Developer does not pay the School Mitigation Amount by the deadline set forth in Section 2.1.1 above, then in addition to withholding the Certificate of Compliance, an interest rate of one-point five percent (1.5%) per month, shall apply to the full outstanding balance. The District retains the right to invoke all legal recourse to recover delinquencies including the outstanding balance, interest, fees, and costs associated with recovery.

2.1.3 The adjustments required by 2.1.1 and 2.1.2 shall take effect only upon expiration of the Amended Development Agreement entered into between the City of Winters and Developer or December 31, 2019, whichever comes first.

### **2.2 No Offset**

The School Mitigation Amount shall not be offset or reduced by the receipt of any monies or the waiver of any fees or expenses by the State, the City or District and/or any funds that may be received by the District that are required to or could be designated for school construction. Additionally, the School Mitigation Amount shall not be offset for bond monies that have been or may in the future be issued by the State, the City, the District or any other unit of government.

### **3.0 Full Mitigation**

Compliance with this Agreement operates to fully mitigate Developer's impact on the school facilities of the District for the Development, and will relieve Developer of any responsibility for additional school mitigation for the Development.

### **4.0 Certificate of Compliance.**

Every time Developer makes payment of the full School Mitigation Amount for a residential unit, District shall provide Developer with a "Certificate of Compliance" indicating full mitigation.

### **5.0 Non-Opposition**

#### **5.1 By Developer**

Developer agrees to pay the School Mitigation Amount and/or provide approved Mitigation as required by this Agreement even if future legislation, voter initiative or a final court judgment limits the type or amount of fees or charges that can be collected by the District. Failure or refusal by Developer or any successor-in-interest to pay the School Mitigation Amount shall constitute a material breach of this Agreement.

By executing this Agreement, Developer further agrees not to challenge the validity, amount or application of the School Mitigation Amount. Without limiting the foregoing, Developer specifically agrees not to challenge the amount or validity of the School Mitigation Amount based on the School Mitigation Amount being greater than the maximum school mitigation amount justifiable now or at any time in the future. Participation in any challenge referenced above shall constitute a material breach of this Agreement.

## **5.2 By District**

**5.2.1 Payment of Fees is Full Mitigation** The District shall not oppose development of the Property and shall inform the City that Developer made provision, by execution of this Agreement, to fully mitigate the anticipated impacts caused by their Development on school facilities. This Agreement shall constitute the maximum financial obligation of Developer to pay or mitigate for school facilities under the Mitigation Fee Act and Government Code sections 65995-65998 including all cross referenced sections therein.

**5.2.2 Allowed Taxes and Assessments.** Notwithstanding 5.2.1, nothing in this Agreement shall preclude application to the Property of new special taxes or assessments as long as the taxes or assessments apply to all private property District wide.

## **6.0 Disclosure by Developer**

Developer shall disclose this Agreement and its obligations to all successors to, assigns of, and/or subsequent purchasers from Developer. This disclosure shall be made prior to Developer's assignment or sale of all or any of its interest in the Property. This disclosure shall state that the obligations hereunder must be satisfied by payment of School Mitigation Amount and that the obligations of this Agreement run with the Property.

If this Agreement and its obligations are not disclosed to a subsequent successor, Developer shall be liable for the payment of the School Mitigation Amount on each residential unit as though the Developer still owned the Property.

Developer's duty of disclosure pursuant to this Section shall be extinguished when Total School Mitigation Amount has been paid to the District.

Disclosure shall be accomplished by recording this Agreement with the Recorder's Office of the County of Yolo.

## **7.0 Material Breach**

### **7.1 By Developer**

The District is entering into this Agreement in reliance upon the representation of Developer that during the term of this Agreement Developer will not individually or collectively challenge, or participate, encourage or support, either directly or indirectly, any challenge to the validity, amount, and/or applicability of the School Mitigation set forth herein (regardless of whether the amount exceeds the maximum school mitigation amount justified now or in the future). If Developer violates the conditions or covenants set forth in this Agreement, or engages in any other conduct which constitutes a material breach of the Agreement, the following consequences shall result:

#### **7.1.1 Certificates of Compliance**

If the Developer's action or inaction constitutes a material breach of this Agreement, District may suspend the issuance of new Certificates of Compliance to Developer, and shall notify City of such suspension. This suspension shall remain in effect until the breach is cured.

#### **7.1.2 Specific Performance**

The Parties agree that the matter of this Agreement is unique. Therefore, in addition to any and all other remedies, if Developer violates the conditions or covenants set forth in this Agreement, or engages in any other conduct which constitutes a material breach of the Agreement, District shall have the right to obtain specific performance of this Agreement. In the event that the District seeks to obtain specific performance or any other form of injunctive relief, it will not be required and developer will not request that District post any form of bond.

#### **7.1.3 Cumulative Remedies**

Each of the remedies set forth in this Section 7.0 shall be cumulative and not exclusive. District may pursue one or more remedies simultaneously or consecutively until it receives the Total School Mitigation Amount as contemplated by this Agreement.

### **7.2 By District**

The Parties agree that the matter of this Agreement is unique. Therefore, in addition to any and all other remedies, if District violates the conditions or covenants set forth in this Agreement, or engages in any other conduct which constitutes a material breach of the Agreement, Developer shall have the right to

obtain specific performance of this Agreement, including, but not limited to, the issuance of a Certificate of Compliance.

**8.0 Term of Agreement**

- 8.1 Unless there is a material breach as set forth in Section 7.0, this Agreement shall expire when Total School Mitigation Amount and any additional fees required of Developer under this Agreement have been paid to District in full or otherwise fully complied with.
- 8.2 Notwithstanding Section 8.1, this Agreement shall automatically terminate as to any building for which Developer has paid the required fee. Upon request of a title company or Developer, District shall record a document, to the reasonable satisfaction of the title company, evidencing that this Agreement has been terminated as to that building for which the required fee has been paid.

**9.0 Binding Agreement**

- 9.1 This Agreement shall be binding upon the Parties hereto. All of the covenants, stipulations, promises, and agreements contained in this Agreement by or on behalf of, or for the benefit of either of the Parties hereto, shall bind and inure to the benefit of their respective successors or assigns.
- 9.2 Developer agrees to pay, and not to challenge, protest or pay under protest, the School Mitigation Amount required by this Agreement. Developer further agrees to pay the School Mitigation Amount even if future legislation or a final court judgment invalidates the required mitigation payment (or any portion thereof), or if the School Mitigation Amount exceeds the maximum amount that the District otherwise could impose.
- 9.3 This Agreement shall run with the land and be binding upon all prospective successors and assigns of Developer. Any material breach by a successor, representative or assign of this Agreement shall have the same force and effect as provided for in Paragraph 7.0 above. Written assumption of this Agreement by a purchaser of the Property or part thereof shall release Developer of its obligations under this Agreement as to the transferred property. The release of the Developer shall not take effect until written notice of the assumption, including the name, address and telephone number of the assignee is given to the District.

**10.0 Entire Agreement; -Supersedes and Replaces Existing Mutual Benefit Agreement**

**10.1** This Agreement constitutes the entire agreement between the Developer and the District regarding school mitigation. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to school mitigation. Each party to this Agreement acknowledges that (i) representations by any party with respect to the subjects identified in this paragraph which are not embodied herein, or (ii) any other agreements, statements or promises not contained in or expressly authorized by this Agreement shall not be valid and binding.

**10.2** The Parties represent, warrant and agree that in executing and entering into this Agreement they are not relying upon, and have not relied upon, any representation, promise or statement made by anyone which is not recited, contained or embodied herein. The Parties agree and assume the risk that any fact not verified, contained or embodied in this Agreement may turn out to be other than, different from, or contrary to, the facts now known to them and believed by them to be true. The Parties further agree that this Agreement shall be effective in all respects notwithstanding, and shall not be to termination, modification or rescission by reasons of any such differences in fact.

**10.3** This Agreement operates to fully rescind the prior Mutual Benefit Agreement entered into between District and Developer's predecessor in interest, GBH-Winters Highlands, LLC entered into on November 18, 2005, as acknowledged in the Memorandum of Mutual Benefit Agreement recorded as document 2006-0005313-00 in the Yolo County Official Records on February 8, 2006.

\_\_\_\_\_ The rescission shall take effect upon the Effective Date. The District shall execute such documents as may be reasonably required by a title company to evidence the rescission of the existing agreement.

**10.4** Each Party executing this Agreement hereby acknowledges and agrees that they have carefully read all of its terms and provisions, have been advised of its many consequences by its attorneys, and signs this Agreement of their own free will and with advice of counsel.

**11.0 Third Party Beneficiaries**

The Parties agree that this Agreement is by and between the Parties named herein, and/or their successors and assigns, and no third party (including, but not limited to, future home Developer) is intended, expressly or by implication, to be benefitted by this Agreement.

## **12.0 Amendment and Waiver**

No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of one provision of this Agreement shall be deemed to constitute a waiver of any other provision(s), whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of the Agreement by the District as against any Developer shall be deemed to be a waiver of the same provisions as against the other Developer.

## **13.0 Invalid Term**

If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining portions hereof shall not, in any way, be affected or impaired thereby.

## **14.0 Applicable Law**

**14.1** The Parties understand and agree that this Agreement shall be governed by, and interpreted under, the laws of the State of California.

**14.2** In the event of a dispute concerning the terms of this Agreement, the Parties expressly agree that the venue for any legal action shall be with the appropriate court in the County of Yolo, State of California.

## **15.0 Interpretation**

All Parties warrant that they participated at arms length in drafting this Agreement. The terms of this Agreement shall not be construed for or against any party by reason of authorship of this Agreement, but shall be construed in accordance with the meaning of the language used herein.

## **16.0 Additional Matters**

Each Party shall execute, promptly upon request from another party, any further papers or documents not herein specifically mentioned which may be reasonably necessary to carry out the letter and spirit of this Agreement, and will do all things necessary to carry out and effectuate the terms and intent of this Agreement.

## **17.0 Recording of Agreement**

Developer shall record a copy of this Agreement or a Memorandum of Agreement in the official records of Yolo County, indexed to all parcels to the Agreement.

**18.0 Attorney's Fees**

The prevailing party in any action or proceeding to enforce, interpret or otherwise, arising out of or relating to, this Agreement or any provision thereof (including, but not limited to, any trial, arbitration, administrative hearing or appeal) shall be entitled to recover from the other party (or parties) all of the costs and expenses, including but not limited to reasonable attorney's fees and expert's fees.

**19.0 Notices, Communications, and Demands**

Formal notices, communications or demands to a party shall be sufficiently given if:

**19.1** personally delivered; or

**19.2** mailed by registered or certified mail, first class postage prepaid, return receipt requested to the principal office of the Parties; or

**19.3** delivered by Federal Express or other reliable private express delivery service to the principal office of the affected Parties.

**19.4 The Principal Offices of the Parties are:**

**19.4.1 For District:**

Winters Joint Unified School District  
Attention: Superintendent  
909 West Grant Avenue  
Winters, CA 95694

**19.4.2 For:**

Reichert-Lengfeld LLP., a California Limited Partnership and GBH-  
Winters Highlands, LLC., a California Limited Liability Company

**20.0 Identical Counterparts**

This Agreement may be executed in identical counterparts, each of which shall constitute a duplicate original.

**21.0 Headings**

The headings contained herein are for the purpose of convenience only, and shall not be constructed to limit or extend the meaning of this Agreement.

**22.0 Authority to Execute**

Each signatory to this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of his or her principal.

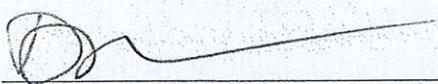
IN WITNESS WHEREOF, the Parties have caused this Agreement to be properly executed as of the date set forth above.

DISTRICT: WINTERS JOINT UNIFIED SCHOOL DISTRICT

By:   
Title: Superintendent

Date: 3-12-2014

DEVELOPER: Reichtert-Lengfeld LLP., a California Limited Partnership and GBH-Winters Highlands, LLC., a California Limited Liability Company

By:   
Title: Developer – Manager/Principal

Date: 3/12/14

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Alameda

On March 21, 2014 before me, Nicole Thuemmler, NOTARY PUBLIC,  
(Here insert name and title of the officer)

personally appeared Diana Meyer

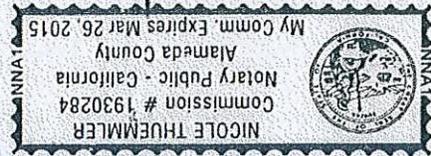
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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.

Nicole Thuemmler  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**EXHIBIT A**

**to**

**AGREEMENT FOR THE MITIGATION OF DEVELOPMENT IMPACTS  
UPON THE SCHOOL FACILITIES OF  
WINTERS JOINT UNIFIED SCHOOL DISTRICT**

**DESCRIPTION OF PROPERTY**

**[SEE ATTACHED]**

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED PARTIALLY IN THE UNINCORPORATED AREA AND PARTIALLY IN THE CITY OF WINTERS, COUNTY OF YOLO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL A:**

LOTS 1 THROUGH 21, INCLUSIVE, MOSBACHER TRACT NO. 1, FILED November 5, 1919, IN BOOK 3 OF MAPS, PAGE 34, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM, THAT PORTION THEREOF DESCRIBED IN THE DEEDS TO THE CITY OF WINTERS, RECORDED January 25, 1990, IN BOOK 2091 OF OFFICIAL RECORDS, PAGE 446 AND 450.

ALSO EXCEPTING THEREFROM, THAT PORTION THEREOF DESCRIBED IN THE DEED TO WINTERS JOINT UNIFIED SCHOOL DISTRICT, RECORDED AUGUST 13, 1999, INSTRUMENT NO. 25340, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, THE FOLLOWING:

A) 50% OF ALL OIL, GAS, MINERALS RIGHTS LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT HOWEVER, THE RIGHT TO USE THE SURFACE OF SAID LAND FOR EXPLORING/ EXTRACTING OR ANY OTHER PURPOSE, AS RESERVED IN THE DEED EXECUTED BY CECIL MOSBACHER, ET AL., RECORDED AUGUST 25, 1976, IN BOOK 1207 OF OFFICIAL RECORDS, PAGE 140.

B) AN UNDIVIDED 12.5% INTEREST IN AND TO ALL OIL, GAS, MINERALS AND MINERAL RIGHTS LYING BELOW A DEPTH 500 FEET FROM THE SURFACE OF THE HEREIN ABOVE DESCRIBED LAND, BUT WITHOUT HOWEVER, THE RIGHT TO USE THE SURFACE OF THE HEREIN ABOVE DESCRIBED LAND FOR EXPLORING, EXTRACTING OR ANY OTHER PURPOSE, AS GRANTED TO DANIEL K. DOWLING IN THE DEED RECORDED November 8, 1977, IN BOOK 1276 OF OFFICIAL RECORDS, PAGE 611.

C) AN UNDIVIDED 12.5% INTEREST IN AND TO ALL OIL, GAS, MINERALS AND MINERAL RIGHTS LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF THE HEREIN ABOVE DESCRIBED LAND, BUT WITHOUT HOWEVER, THE RIGHT TO USE THE SURFACE OF THE HEREIN ABOVE DESCRIBED LAND FOR EXPLORING, EXTRACTING OR ANY OTHER PURPOSE, AS GRANTED TO PETER F. ANDERS IN THE DEED RECORDED November 8, 1977, IN BOOK 1276 OF OFFICIAL RECORDS, PAGE 612.

D) AN UNDIVIDED 25% INTEREST IN AND TO ALL OIL, GAS, CASINGHEAD GAS, ASPHALTUM, AND OTHER HYDROCARBONS, AND ALL CHEMICAL GAS, NOW OR HEREAFTER FOUND SITUATED OR LOCATED IN ALL OR ANY PART OR PORTION OF THE LANDS HEREIN DESCRIBED LYING MORE THAN FIVE HUNDRED FEET (500) BELOW THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE ALL OR ANY OF SAID OIL, GAS CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND CHEMICAL GAS LYING BELOW A DEPTH OF MORE THAN AVE HUNDRED FEET (500) VERTICAL DISTANCE BELOW THE SURFACE THEREOF, AS RESERVED IN THE DEEDS EXECUTED BY MELVIN M. NORMAN CONSTRUCTION, INC., ET AL., RECORDED MARCH 26, 1990, IN BOOK 2106 OF OFFICIAL RECORDS, PAGES 251, 253, AND 267.

APN: 030-220-17-1; 030-220-19-1; & 030-220-33-1

**PARCEL B:**

A PORTION OF LOT 4, CARPENTER BRO'S. SUBDIVISION OF A PORTION OF SECTION 20, TOWNSHIP 8 NORTH, RANGE 1 WEST, M.D.B. & M., ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED January 2, 1894, IN BOOK 1 OF MAPS, PAGE 22, YOLO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

**ACKNOWLEDGMENT**

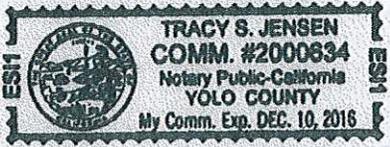
State of California  
County of Yolo

On March 17, 2014 before me, Tracy S. Jensen, Notary Public  
(insert name and title of the officer)

personally appeared Brent Crushenberg,  
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.

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 Tracy S. Jensen (Seal)

# WINTERS HIGHLANDS

*Architectural Guidelines*

*Winters, California*

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## INTRODUCTION AND BACKGROUND

A Tentative Map for Winters Highlands was approved by the Planning Commission allowing for the development of single family homes, duplex homes, and a small apartment site. These Architectural Guidelines replace any previously approved conceptual plans and elevation for single family residential construction. This document is intended to create a framework for the design of homes and neighborhoods which will be prepared when market conditions warrant.

It is the intent of these architectural guidelines to augment the criteria contained in the City of Winters Design Guidelines, but with a greater level of specificity while still maintaining neutral ground when it comes to developing an architectural vernacular for the project. Beyond the realm of basic home design, parameters regarding the plotting of individual homes have been developed as part of these guidelines to help ensure that streetscapes are both aesthetically pleasing and functional.

## ARCHITECTURAL DESIGN GUIDELINES

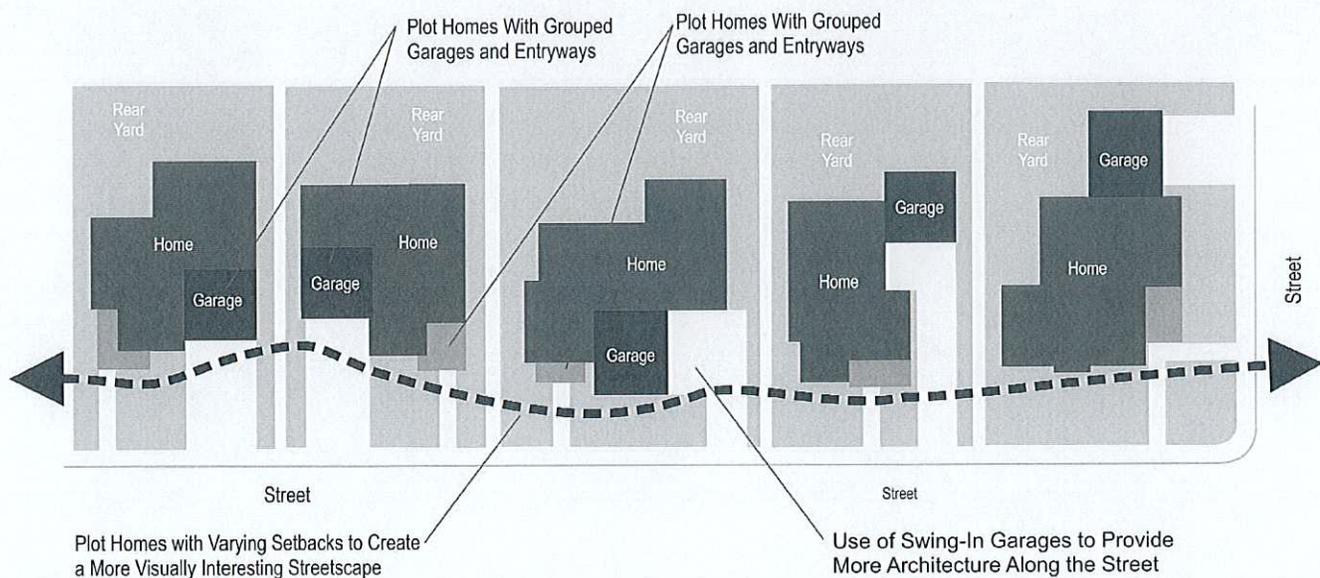
These Architectural Guidelines (Guidelines) have been developed for Winters Highlands to provide general design criteria and guidance for merchant and custom home builders. These Guidelines do not promote a singular architectural vernacular; rather the goal is to promote the principles of good design. Topics covered in these Guidelines include the following:

- Streetscape Variety.
- Mass and Form.
- Elevation and Plan Treatment.
- Roof Forms and Pitches.
- Materials and Colors.
- Design Details.

### STREETSCAPE VARIETY

Functional and visual variety are important components to a successful streetscape. Characteristics included in the creation of a well designed streetscape involve the careful combination of plotting criteria and massing techniques that include the treatment of:

- Corner Conditions.
- Cross Slope Conditions.
- Setback Variations.
- Front Yard Conditions.
- Architectural Variations.
- Garage Variations.

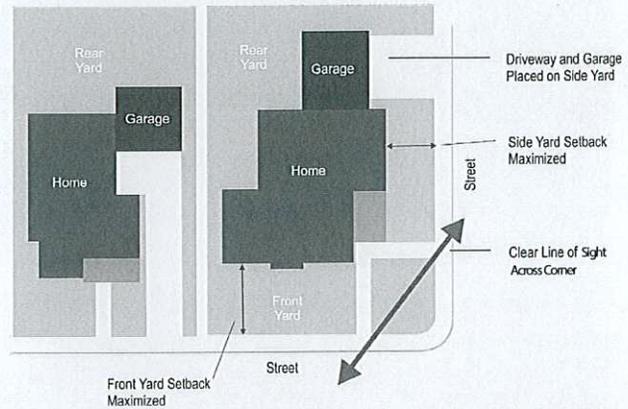


While it is not mandatory that every method discussed in these Guidelines be utilized, the selective and appropriate use of the following criteria will greatly contribute to achieving both visual variety and compatibility.

**Treatment of Corner Conditions**

How corner lots are treated is a key component in the preparation of a successful site plan. Homes occupying corner lots should be selected and sited so that:

- The driveway and garage is placed against the interior or rear side yard.
- The line of sight across the corner lot is clean.
- The side wall of the home adjacent to the exterior side yard is as short as possible.
- The side and front yard setbacks are maximized.

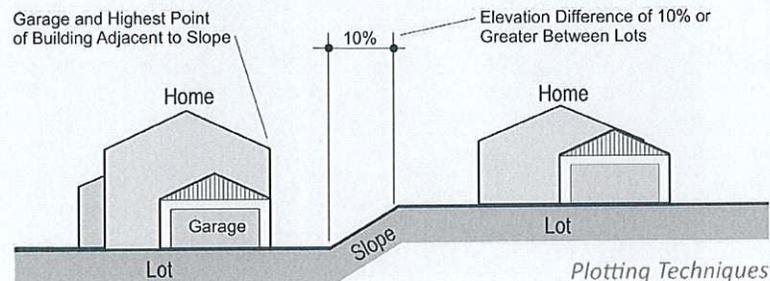


*Plotting Techniques*

Select corner lots shall receive special treatment: Lots 154, 168 (east), 169, 188, 221 (east), 240 (east), 262, 263, 288, 289, and 312 (east) shall have wrap-around porches with front doors facing the park. Lots 155, 220, 239, and 311 shall have wrap-around porches with front doors facing the park and driveways on the local street.

**Cross Slope Conditions**

When siting homes on adjacent lots where the elevation difference is greater than 10% of the garage setback (typically 2 feet), garages and the highest side of the building should be placed next to the rising slope bank.



*Plotting Techniques*

**Setback Variations**

Front yard setbacks along street frontages should be varied to avoid repetitious and monotonous building forms.

Where garages are placed adjacent to one another along interior lot lines, there should be a 2 foot minimum difference in setbacks.

All homes should be plotted so that garages and entries are adjacent to each other. This pattern, which should be periodically broken, creates an undulating sense of space along the streetscape. Variations to this can be made when using rear or side-loaded garages.

**Front Yard Conditions**

Foremost front yard planting of turf, trees, and shrubs should comply with the City of Winters Design standards. Native and drought-tolerant landscapes are encouraged, as are natural looking landscapes. By using drought-resistant and native plants, groundcovers, rocks and smart landscape design, the amount of water needed for landscapes can be drastically reduced.

In addition to front yard landscaping, walkways and driveways can be an important design element. Entry walks to detached single family residences shall be separated from the driveway by front yard landscaping, and should connect the front entry to the sidewalk.

Lots along West Main Street will receive special design treatment to showcase the new segment of the City's original Main Street. Front doors for all lots that adjoin West Main Street (front-on or side-on) shall open onto West Main Street. Side-on homes shall include wrap around porches. There shall be no driveways onto West Main Street.

### Architectural Variations

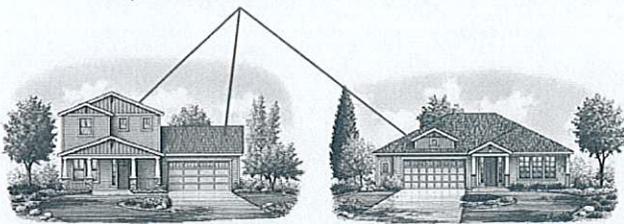
Each elevation for a particular floor plan shall be distinctive, with a unique roof design, architectural detailing, and application of exterior materials. Single story and two-story plans shall be varied.

In order to achieve architectural diversity, each phase of development shall offer a minimum of four floor plans and 12 elevations (three per plan). Additionally, each floor plan must offer one elevation in which a primary building material other than stucco wraps around all four sides.

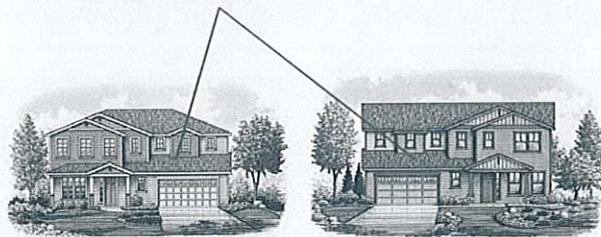
### Garage Variations

Periodically use swing-in driveways and garages on lots at least 55 feet in width, periodically to break up the continuous "stepping stone" appearance of garage doors along the streetscape. The use of swing-in garages should also allow for some reduction in building setbacks, as approved by the Planning Commission.

Use of Transitional Architectural Elements Between One and Two Story Homes



Stepping the Second Story Back From the First to Reduce Massing



### MASS AND FORM

#### Use of Single Story Elements in Two Story Buildings

The visual relationship between 1 and 2 buildings can be improved by introducing a transitional element common to both. This element can take the form of a comparable 1 and 2 feature for each structure or a single story feature with the two story building.

### Treatment of Mass at Street Corners

Homes located at street corners should either be single story or have a significant single story mass plotted towards the side yard adjacent to one of the two streets.

### Treatment of Mass at Interior Lots

Stepping the second story mass away from the property line on interior lots will create the appearance of greater building separation and decrease the potential for a “canyon-like” effect along the street.

### Treatment of Interlocking Mass

Stepping the second story mass back in the front façade of the building will reduce mass and contribute to an improved streetscape. For example, the second story should be set back in relationship to the garage face below it. Building forms should be viewed as a series of interlocking masses rather than a rectangular or “L” shaped box.

## ELEVATION AND PLAN TREATMENT

### Visual Cohesiveness

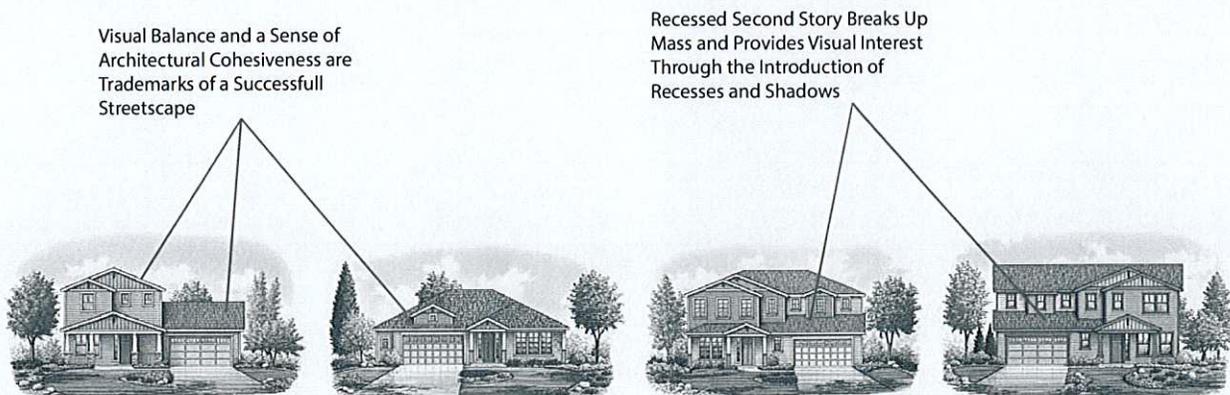
Visual balance and a sense of commonness or cohesiveness are trademark components of a successful streetscape. Differences between plans and elevations shall be readily discernible and create variety, yet at the same time not contrast to such an extent that results in visual chaos.

### Recesses and Shadow

How light strikes a building is instrumental in how that structure is perceived. As a design consideration, sunlight plays an important role in providing a building with a sense of both depth and substance. Projections, offsets, overhangs and recesses are all tools in the creation of shadows.

### Architectural Projections

Projections create shadows, provide strong visual focal points and can be used to emphasize some aspect of the design such as an entry window. The use of projections is encouraged to draw the observer’s attention away from garage doors and large, minimally-adorned walls.



Vertical and Horizontal Stepping Reduces Mass, Creates Recesses and Shadows and Provides for Architectural Projections as Focal Points

## Stepping Forms

Elevations may be stepped both horizontally and vertically. Changes in materials best occur at a step in elevation.

## Side and Rear Yard Building Articulation

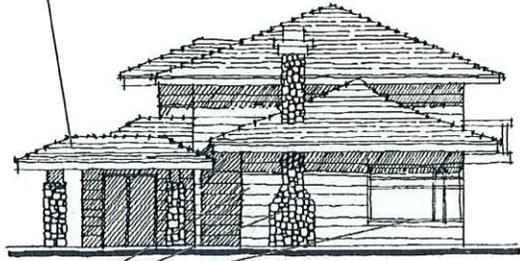
Side and rear yard volumes should be minimized. Garages should be vertically and horizontally offset with second story volumes set back from first story elements. It is also desirable, within the limits of economic reality, that front, side and rear elevations share common materials and similar degrees of articulation.



*Horizontal and vertical stepping of the elevation with architectural projection and feature window.*

Hip, gable and sheds may be used separately or together on the same roof. Care should be taken to avoid a “canyon-like” effect in side yards when both buildings have front to rear gables. Likewise, repetitious gable ends along rear elevations should be avoided. Roof forms with pitch changes at a porch or projection are acceptable. Roof forms having dual pitches such as Gambrel or Mansard are not acceptable.

Garages Should be Offset and Second Story Volumes Setback from First Story Elements



Side Elevations Should Share the Same Common Materials and a Similar Level of Architectural Articulation as the Front and Rear Elevations as Feasible

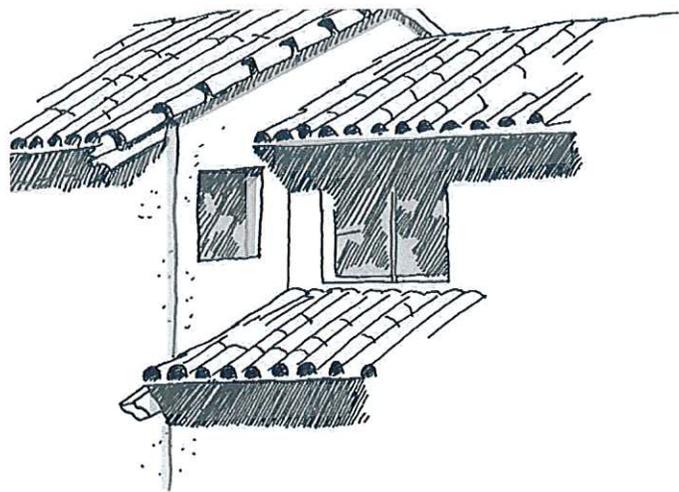
Rows of homes seen from a distance along ridges or on elevated lots should appear as varied as possible with particular attention given to avoiding repetitious gable ends.

## ROOF FORMS AND PITCHES

The principal roof forms should have a pitch between 4:12 and 8:12. A single roof pitch should be used on opposite sides of a ridge. Shallow pitches tend to lessen apparent building mass.

## Roof Types

Varying roof types add interest to the streetscape. Changing the form of a roof is also a good way to articulate elevations, as long as the characteristics of the roof are consistent with the same architectural vernacular of the home.



*Properly scaled overhangs responding to climatic considerations with a step in the roof form.*

### **Rakes and Eaves**

Rake and eave types should be based upon climatic and stylistic considerations. Moderate or extended overhangs are acceptable if properly designed and consistent with the architectural style of the home.

Single or double fascia boards, exposed rafters, or facias when adequately scaled, are acceptable. Care should be taken to ensure material sizes avoid a weak or flimsy appearance. Exposed rafters tails without facias should be at least 2 inches X 4 inches. The use of outriggers is also encouraged with certain architectural styles.

### **Overhang Projections and Covered Porches**

Substantial overhangs are encouraged as a response to solar and climatic conditions. The inclusion of covered porches and entries expanded into a sheltered living space creates an entry statement and provides elevation relief. Rear covered porches may differ from the roof in both pitch and material but front porches should retain at least one of these two characteristics.

Fifty of all detached units shall have usable front porches. Select corner lots shall receive special treatment: Lots 154, 168 (east), 169, 188, 221 (east), 240 (east), 262, 263, 288, 289, and 312 (east) shall have wrap-around porches with front doors facing the park. Lots 155, 220, 239, and 311 shall have wrap-around porches with front doors facing the park and driveways on the local street.

### **Stepping the Roof Form**

Steps in the roof respond to the interior room arrangement and provide visual relief and interest. A vertical step within the ridge line should be at least 12 inches to 18 inches in order to create visual impact and allow for adequate weather proofing.

## **MATERIALS AND COLORS**

### **Wood Siding**

Most traditional wood siding techniques are generally acceptable. Hardboard siding should be painted with a flat finish to avoid the visual impact of potential warpage. Plywood siding is not acceptable.

### **Stucco Textures**

Smooth, light colored and machine applied textures are appropriate. All "lace" textures are unacceptable.

### **Trim Materials**

All trim materials must be 2 inches X 2 inches or greater. The width of the trim should be appropriate to the chosen architectural style or theme. Resawn and smooth finishes are acceptable.

### **Use of Stone and Brick**

The tasteful use of stone and brick is encouraged. Grout should be of a light color. Fifty percent of all elevations shall include stone or brick

## Roof Materials

Clay tile, concrete tile, and composition roofing are acceptable roofing materials when used with the appropriate architectural style. Fiberglass and aluminum roofing is prohibited. Roof colors should relate to the wall and fascia color. They should, however, be of a generally neutral tone while avoiding high contrast or blatant colors such as bright red, deep oranges or ceramic blue. Tile roofs should consist of a blend with one color being neutral. Medium to strong color contrasts within the blend should be avoided. Vents should be of the same color as the surrounding roof surface.

## DESIGN DETAILS

### Unit Entries

Residential entries provide important architectural and psychological functions as they frame and identify the front door, provide a transitional element between public and private spaces, and create an initial impression of the home.

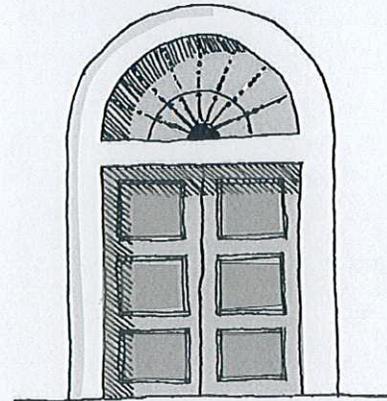
Entries should be designed and located to readily emphasize its primary function. If the door is not visible from the street, ancillary design elements should be used to draw the user to the door. Entryway design should also reduce the dominance the garage door has on the front façade of the residence. Proper use of roof elements, columns, feature windows and architectural forms can contribute to the overall impact and success of the entry.

### Doors

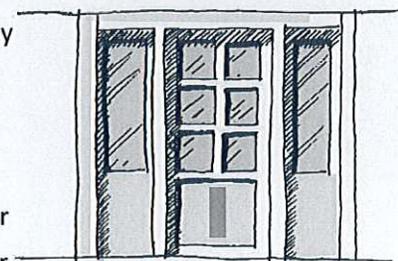
Doors provide a focal design element and should be treated as a singular entity that includes the surrounding frame molding and side lights. Doors should be either recessed into the wall or covered by an overhead element.

Wood is traditionally used for the entry door. Wood grain texture and raised or recessed panels contribute to the appeal of the door. Door color may match or contrast the accent trim, but should be differentiated from the wall color.

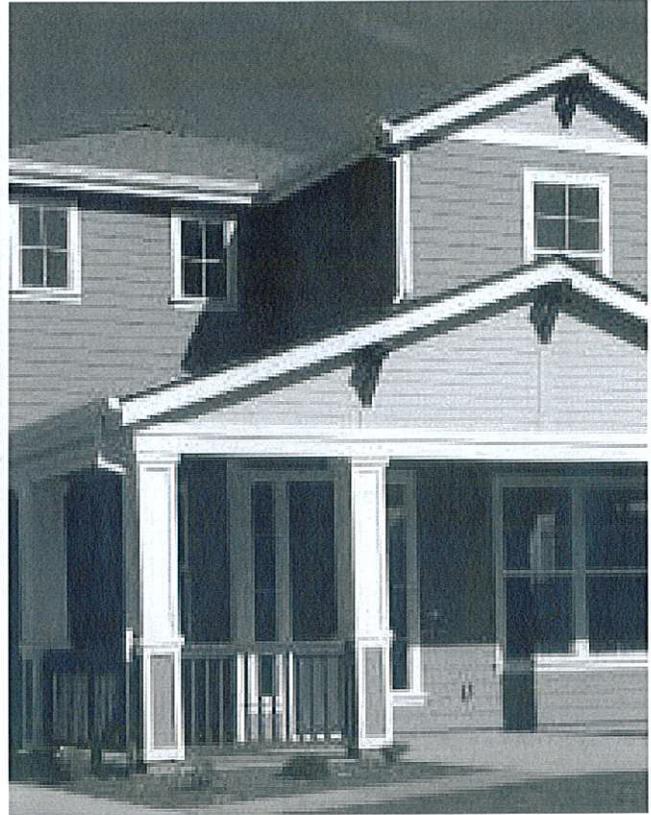
The use of glass in the door and overall assembly is encouraged. Glass can be incorporated into the door panels or expressed as single side lights, double side lights, transom glass or fan windows.



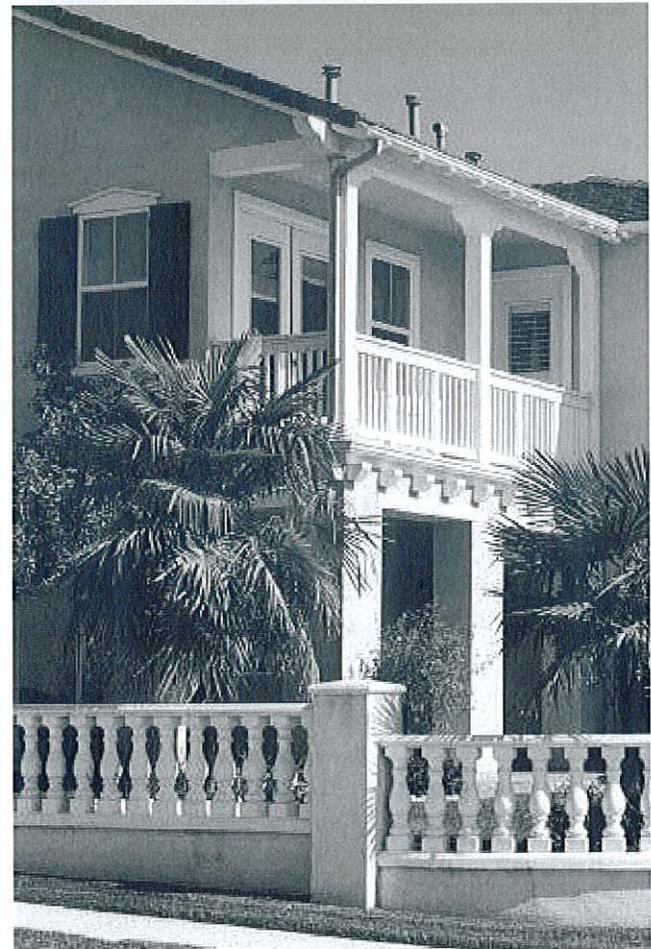
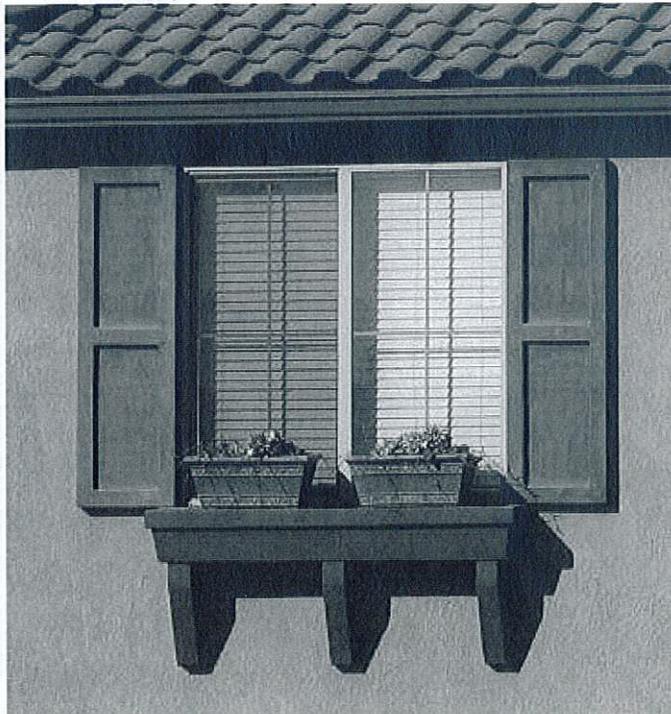
*Fan windows above a door add visual interest and allow natural light to penetrate into the home.*



*Double side lights with a paneled door opens up the home by providing natural light in and a view out. Glass panels in the front door can also be an added security feature.*



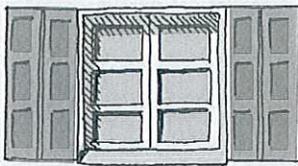
*Clockwise from top left: Offset garage with second story projection and horizontal setback. Home with well designed columns supporting a transitional porch with second story windows trimmed with decorative shutters. Roof projection provides additional architectural interest. Home with second story balcony integrated with recessed front door overhang. Windows treated with decorative shutters and plant shelves. Structure with dramatic front facade involving a recessed door framed with a white band to visually separate and identify the entry into the home.*



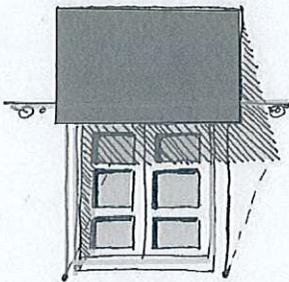
## Windows

The use of feature or theme windows in the front elevation can create a strong visual focal element. Feature windows may be used to decrease the visual impact of the garage door, draw attention to the entry, or emphasize some other architectural element.

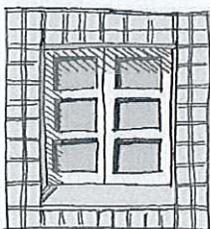
Vinyl frame windows are the most frequently used type for merchant built programs. Bronze anodized frames or those complementary to the color pallet may be used while natural, silver or gold anodized frames are unacceptable. When aluminum frame windows are used, they should appear similar to wood sash windows, and be accentuated with other design elements that could include wood trim, stucco surrounds shutters or recessed openings.



*Adding decorative shutters to a window is a cost effective way to add accent and break up large expanses of blank walls .*



*Adding an awning to a window provides both a decorative touch and a way to reduce sunlight penetration during the summer months.*



*Adding a tile trim around selected windows can provide a dramatic feature to the design of a home.*

Window treatments on rear and side yard elevations should be designed with a similar intent to that associated with the front elevation. This is particularly true for windows visible from a public street. When applicable, windows should also be integrated with other architectural details to provide a focal element of interest. Consideration should be given to using overhangs or projections.

Skylights are encouraged if properly installed and weatherproofed. The skylight should be designed to appear as an integral part of the roof plane. Skylights should be clear or bronzed with the framework matching the roof or trim color.

## Balconies

The inclusion of balconies is encouraged for both aesthetic and practical purposes. Balconies break up large wall planes, create visual interest and add human scale to a building. Balconies provide the practical advantage of creating outdoor living areas and elevated open space.

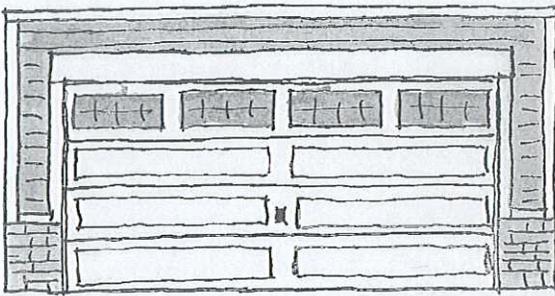
Balconies may be covered or open, recessed into the mass of the building or serve as a projecting element. However they are used, balconies must appear to be an integral element of the building. Details, eave supports, and railing must be consistent with the balance of the building design elements or style. Concern should be given to avoid designing balconies in such a manner that they are used in homes plotted side-by-side.

## Garages

The impact garage doors have on front elevations should be minimized through the use of:

- Designs with a mix of 2 and 2.5 stall garages.
- Second story feature windows above the garage and strong architectural entry elements.
- Wing-in or side-entry garages with reduced front-yard setbacks.
- Single doors in some 3 stall garage plans.
- A 2 foot setback between adjacent garages.
- A compact length third stall.

The use of a sectional garage door is required.



*Sectional Garage Door with the use of window elements*

Metal doors may be used when they include either textured or raised panels of a wood-like character consistent with a “residential look”. To reduce energy consumption, the use of window elements in garage door design is required. The design of the garage door should reflect the theme or style of the overall unit design. Proper use of accent colors will complement the architecture and provide visual variety along the streetscape.

It is highly desirable to recess the garage door 6 to 12 inches from the face of the building. This allows for a strong shadow line and decreases the visual impact of the door while increasing the apparent sense of mass on the surrounding wall. These techniques may be used individually or in combination.

## Columns and Posts

Columns and posts used in architectural detailing should project a substantial and durable image. Posts should be not less than 6 inches in diameter, and may be built up from multiple pieces. Use of 4 inch posts and metal pipe columns is prohibited. Columns may be clad in masonry or stucco and should be at least 14 inches wide with a height of approximately 4 to 5 times the width of the column.

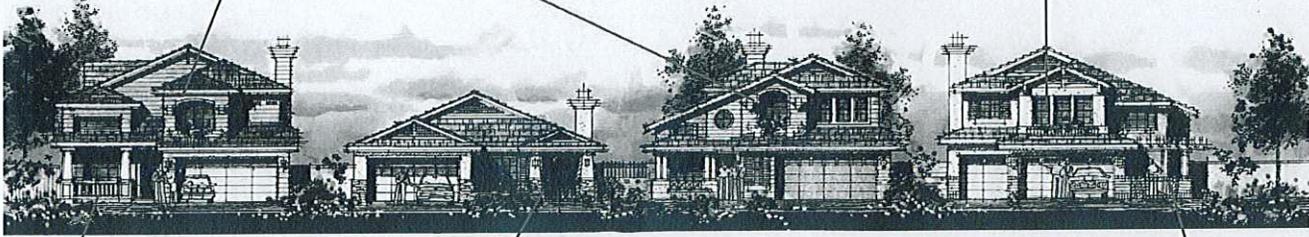
It is desirable that columns incorporate both base and capitals. Related arches may be flat, round, or segments of an arch, provided that the arch and / or column is appropriate for the specific architectural style.

## Gutters

Exposed gutters should be colored to match fascia materials. Exposed downspouts should likewise be colored to match the surface to which they are attached, unless copper downspouts are used.

Feature Windows Can Create a Strong Focal Element for the Front Facade of a Home

Second Story Balcony Adds Visual Interest to Streetscape, Provides for Additional Outdoor Living Space and Allows for Additional "Eyes on the Street" for Security Purposes



Articulated Front Porch Allows for a Streetside Private Outdoor Space

Focal Entry Point Articulated with Columns and Overhangs Provides for a Transitional Space Between Indoor and Outdoor Space

Gateway Entry Architecturally Establishes the Primary Entry Point When the Front Door is not Visible From the Street

### ENERGY EFFICIENCY

Energy efficiency measures applicable to Winters Highlands beyond those specified in Title 24 and the California Green Building Code including:

- The use of glazed areas shaded through the use of architectural recessions, awnings and trellises. Windows and doors with eastern and southern exposures are most prone to heat buildup.
- The use of lighter colors in building finishes provide a higher reflection coefficient to reduce the heat load within a building, which in turn reduces the required load on the HVAC system needed to cool the structure.



*Well designed home incorporating many of the design elements discussed in these Guidelines, including an architecturally accented front entry, properly proportioned columns supporting a covered porch, recesses and shadows in both first and second story masses, a recessed garage with a projecting architectural element above, focal window treatment above the garage doors, stepped first and second story elements (horizontally and vertically), enhanced window treatments on other elevations and garage doors separated by an architectural column.*



ADDENDUM TO THE  
FOCUSED ENVIRONMENTAL IMPACT REPORT  
WINTERS HIGHLANDS PROJECT  
SCH# 2004012109

DECEMBER 23, 2014

*Prepared for:*

City of Winters  
318 First Street  
Winters, CA 95694

*Prepared by:*

De Novo Planning Group  
1020 Suncastr Lane, Suite 106  
El Dorado Hills, CA 95762

D e N o v o P l a n n i n g G r o u p

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A Land Use Planning, Design, and Environmental Firm





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## 1.0 INTRODUCTION

This Addendum was prepared in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines. This document has been prepared to serve as an Addendum to the previously certified Focused Environmental Impact Report (EIR) for the Winters Highlands Project (Winters Highlands EIR) (State Clearinghouse Number 2004012109) that addressed potential environmental impacts associated with the Winters Highland project (Original Project). The City of Winters is the lead agency for the environmental review of the proposed project modifications (Modified Project).

This Addendum addresses the proposed modifications in relation to the previous environmental review prepared for the Winters Highlands Project. CEQA Guidelines Section 15164 defines an Addendum as:

*The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.*

*.....A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record.*

Information and technical analyses from the Winters Highlands EIR have been reviewed in the preparation of this Addendum. The complete Winters Highlands EIR, including both the Draft Focused EIR Winters Highlands Project (City of Winters, 2005) and the Responses to Comments on the Draft Focused EIR Winters Highlands Project (City of Winters, 2006), is available for review at:

City of Winters  
Community Development Department  
318 First Street  
Winters, CA

### 1.1 BACKGROUND AND PURPOSE OF THE EIR ADDENDUM

The Focused EIR for the Winters Highlands Project was certified on April 4, 2006 by the Winters City Council. The Winters Highlands Project is a residential subdivision of 102.6 acres. The Winters Highlands Project includes 413 single-family residential lots, including 36 “duplex” lots, on 49.49 acres, a 2.01-acre multifamily lot, a 10.63-acre park site, a 10,000 square foot well site, a 7.43-acre wetlands/open space area, an exchange parcel of 0.04 acres to the Callahan property to the south, and 32.81 acres of public roads. The approved Winters Highlands Project is referred to as the “Original Project” in this EIR Addendum. The Winters Highlands Project is described in detail in Chapter 2 of the Winters Highlands Draft EIR.

Since certification of the EIR, the economy has changes and the residential housing market experienced a steep decline. As a result, the Project Applicant has changed to Homes by

Towne. The Project Applicant has requested modifications to the Original Project. The proposed modifications to the Winters Highlands Project are referred to as the Modified Project, which is described in greater detail under Section 2.0 below.

In determining whether an Addendum is the appropriate document to analyze the proposed modifications to the project and its approval, CEQA Guidelines Section 15164 (Addendum to an EIR or Negative Declaration) states:

- a) The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.*
- b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.*
- c) An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.*
- d) The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.*
- e) A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's required findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.*

## **1.2 BASIS FOR DECISION TO PREPARE AN ADDENDUM**

When an environmental impact report has been certified for a project, Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15164 set forth the criteria for determining whether a subsequent EIR, subsequent negative declaration, addendum, or no further documentation be prepared in support of further agency action on the project. Under these Guidelines, a subsequent EIR or negative declaration shall be prepared if any of the following criteria are met:

- (a) When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:*
  - (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;*

- (2) *Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or*
  - (3) *New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:*
    - (A) *The project will have one or more significant effects not discussed in the previous EIR or negative declaration;*
    - (B) *Significant effects previously examined will be substantially more severe than shown in the previous EIR;*
    - (C) *Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or*
    - (D) *Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.*
- (b) *If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, and addendum, or no further documentation.*

As demonstrated in the environmental analysis provided in Section 3.0 (Environmental Analysis) and Section 4.0 (Changes in Circumstances/New Information), the proposed changes do not meet the criteria for preparing a subsequent EIR or negative declaration. An addendum is appropriate here because, as explained in Sections 3.0 and 4.0, none of the conditions calling for preparation of a subsequent EIR or negative declaration have occurred.

## 2.0 PROJECT DESCRIPTION

This section provides a detailed description of the proposed Modified Project. The reader is referred to Section 3.0 (Environmental Analysis) for the analysis of environmental effects of the proposed modifications in relation to the analysis contained in the previously certified Winters Highlands EIR.

### 2.1 MODIFIED PROJECT COMPONENTS

The Modified Project would revise the Original Project as shown in Table 1. The Modified Project would result in the removal of 36 duplex lots, which would be replaced with 18 single family lots. There would be no change to the total acreage or location of single family lots. The Modified Project would also revise the project’s approach to complying with the City’s affordable housing requirement by reducing the affordable unit requirement by 6 units and by providing the affordable units through a combination of on-site production, land dedication, and in lieu fees. As shown in Table 1, there are no other changes to the Original Project.

**TABLE 1: COMPARISON OF ORIGINAL PROJECT VERSUS MODIFIED PROJECT**

<i>PROJECT COMPONENT</i>	<i>ORIGINAL PROJECT</i>	<i>MODIFIED PROJECT</i>	<i>CHANGE</i>
SINGLE FAMILY RESIDENTIAL	413 lots, including 36 “duplex” lots, on 49.49 acres	395 single family lots, no duplex lots, on 49.49 acres	Decrease of 18 single family lots, no change in acreage
MULTIFAMILY RESIDENTIAL	30 multifamily units on a 2.01-acre lot	30 multifamily units on a 2.01-acre lot	No change
PARKS AND OPEN SPACE	10.63-acre park site and 7.43-acre wetlands/open space area	10.63-acre park site and 7.43-acre wetlands/open space area	No change
INFRASTRUCTURE	32.81 acres of public roads and 10,000 square foot well site	32.81 acres of public roads and 10,000 square foot well site	No change
OTHER	0.04-acre Callahan exchange parcel	0.04-acre Callahan exchange parcel	No change
AFFORDABLE HOUSING REQUIREMENT	66 units (443 units x 15%): 26 very low, 25 low, and 15 moderate income units provided on site	60 units (395 units x 15%): 18 moderate units provided on-site; in lieu fee of \$47,619.05 per very low and low income unit (24 very low and 18 low income units); deed restriction and dedication of multifamily site for affordable housing	Reduction in affordable units from 66 units to 60 units. Satisfaction of very low and low requirement through deed restriction of multi-family site and payment of in lieu fee to provide affordable units

## 2.2 MODIFICATION TO WINTERS HIGHLANDS MITIGATION

Mitigation measure 4.3-2(a) included a typographical error and will be revised as follows (underline denotes added text, ~~strikethrough~~ denotes removed text):

**Mitigation Measure 4.3-2(a):** *The applicant will develop and implement a plan to manage the Preserve with the objective of ensuring that the wetland and upland habitats within the Preserve core zone are maintained in perpetuity at their present condition or better, and ensuring that any activities or structures authorized within the Preserve buffer zone are consistent with preserving the integrity of the Preserve core zone.*

*The Preserve shall cover approximately 7.43 acres in the northeast portion of the Project site and will include both a core zone (“wetlands area”) and a buffer zone (“open space area”). The Preserve core zone shall be approximately 3.10 acres and include the 0.99 acre of seasonal wetland/vernal pool habitat and 2.10 acres of immediately adjacent annual grassland habitat. The Preserve buffer zone will cover approximately 4.33 acres and border the Preserve core zone to the north and west and provide an upland buffer to protect the Preserve core zone from adjacent land uses.*

*The Management Plan shall be consistent with the terms proposed by the applicant as outlined in the EIR, with the following modifications:*

1. *The conservation easement shall protect the entire 7.43 acres, not just the 3.10-acre core zone.*
2. *The buffer zone shall be maintained in a natural condition and shall not be planted with non-native vegetation. Irrigation will occur only during the initial establishment of any vegetation planted at the Preserve.*
3. *The U.S. Army Corps of Engineers does not need to be involved in the decision-making for removal of problematic non-native plant species.*
4. *No surface runoff from other sources shall be allowed.*
5. *Approval for the use of pesticides and other chemical agents must go through the U.S. Fish and Wildlife Service but need not go through the U.S. Army Corps of Engineers.*
6. *“Low impact” activities shall be defined and guidance on activities not allowed shall be provided. The U.S. Army Corps of Engineers need not be involved in the decision-making.*
7. *The structure of the conservation easement, including parties to the agreement, shall be to the satisfaction of the City of Winters.*
8. *The U.S. Fish and Wildlife Service rather than the U.S. Army Corps of Engineers ~~shall~~may be given authority to enforce provisions of the Management Plan and conservation easement.*
9. *The Management Plan shall include provisions for access by the Sacramento-Yolo Mosquito & Vector Control District personnel for routine surveillance of the ponded area(s) and shall identify a procedure for addressing possible vegetation management concerns should the District determine that dense vegetation growth in the wetland(s) may contribute to future mosquito outbreaks.*

### **3.0 ENVIRONMENTAL ANALYSIS**

This section of the Addendum provides analysis and cites substantial evidence that supports the City's determination that the proposed modifications to the Winters Highlands Project (Modified Project) do not meet the criteria for preparing a subsequent or supplemental EIR under CEQA Guidelines Section 15162.

As addressed in the analysis below, the proposed modifications associated with the Modified Project are not substantial changes to the adopted project. The proposed modifications would not cause a new significant impact or substantially increase the severity of a previously identified significant impact from the Final EIR (CEQA Guidelines Section 15162[a][1]) that would require major revisions to the EIR. All impacts would be nearly equivalent to or reduced from the impacts previously analyzed in the Final EIR. Accordingly, the proposed modifications associated with the Modified Project are not inconsistent with the General Plan, Zoning Ordinance, or adopted Mitigation Measures for this project.

#### **MODIFICATION TO RESIDENTIAL UNIT COUNT**

The proposed reduction from 413 to 395 single family units (see Table 1) would not change the location of residential development and would not increase the density or intensity of development. The reduction in units described in Table 1 may result in a decrease in the total square footage of residential uses, but would not change or increase the total acreage developed for residential uses. This change would not result in any new significant environmental impacts and would not increase the significance of environmental impacts analyzed in the Winter Highlands EIR.

#### **MODIFICATION TO AFFORDABLE HOUSING REQUIREMENT**

The decrease in affordable units (see Table 1) would not result in any changes to the proposed Winter Highlands development pattern. The deed restriction and dedication of the multifamily site for affordable housing does not include any changes to the density of the multifamily site and would have no effect in terms of environmental impacts. The payment of in lieu fees by the Modified Project may result in the use of the in lieu fees for off-site development, as the in lieu fees are anticipated to be used for the Blue Mountain Terrace project. The Blue Mountain Terrace affordable housing project has been analyzed pursuant to CEQA and the City has issued a Notice of Exemption for the Blue Mountain Terrace Project. If the in lieu fees are used for another purpose, that project would be required to be analyzed pursuant to CEQA. As the Winters Highlands in lieu fees are currently planned for use at Blue Mountain Terrace, it would be speculative to address alternative uses of the fees at this time. This change would not result in any new significant environmental impacts and would not increase the significance of environmental impacts analyzed in the Winter Highlands EIR.

### MODIFICATION TO MITIGATION MEASURE 4.3-2(A)

Item 8 of mitigation measure 4.3-2(a) has been revised to read that the U.S. Fish and Wildlife Service “may” be given authority to enforce the provisions of the management plan and conservation easement. The enforcement of the management plan and conservation easement shall be as directed by the federal permitting agencies. This correction in the language does not affect the substance of the mitigation in any way, and is simply a clarification of fact, in that the City does not presume to dictate manner in which the federal permitting agencies will carry out their obligations with regard to the management plan and conservation easement. This change would not result in any new significant environmental impacts and would not increase the significance of environmental impacts analyzed in the Winter Highlands EIR.

### CONCLUSION

The proposed changes do not cause a new significant impact or substantially increase the severity of a previously identified significant impact, and there have been no other changes in the circumstances that meet this criterion (CEQA Guidelines Section 15162[a][2]). There have been no significant changes in the environmental conditions not contemplated and analyzed in the EIR that would result in new or substantially more severe environmental impacts.

There is no new information of substantial importance (which was not known or could not have been known at the time of the application (see Section 4.0), that identifies: a new significant impact (condition “A” under CEQA Guidelines Section 15162[a][3]); a substantial increase in the severity of a previously identified significant impact (condition “B” CEQA Guidelines Section 15162[a][3]); mitigation measures or alternatives previously found infeasible that would now be feasible and would substantially reduce one or more significant effects; or mitigation measures or alternatives which are considerably different from those analyzed in the EIR which would substantially reduce one or more significant effects on the environment (conditions “C” and “D” CEQA Guidelines Section 15162[a][3]). No new plans, policies, or regulations that would result in new significant environmental impacts or an increase in the severity of environmental impacts were identified. There have been no significant changes in circumstances that would involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects. None of the “new information” conditions listed in the CEQA Guidelines Section 15162[a][3] are present here to trigger the need for a subsequent or supplemental EIR.

CEQA Guidelines Section 15164 states that “The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.” An addendum is appropriate here because, as explained above, none of the conditions calling for preparation of a subsequent EIR have occurred.

**REFERENCES**

City of Winters, 2005. Draft Focused Environmental Impact Report Winters Highlands Project. SCH # 2004012109. Prepared by Ted Winfield & Associates for the City of Winters. September 2005.

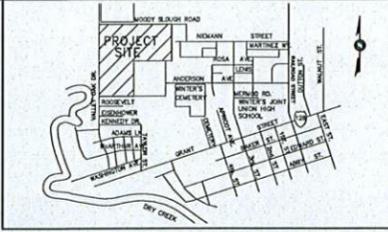
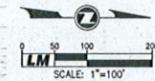
City of Winters, 2006. Responses to Comments on the Final Focused Environmental Impact Report Winters Highlands Project. SCH # 2004012109. Prepared by Ted Winfield & Associates for the City of Winters. January 2006.

City of Winters, 2014. Draft Memo of Clarification: Implementation of Environmental Impact Report for Winters Highlands. November 19, 2014.

City of Winters, 2014. Planning Commission Staff Report and Attachments: Winters Highlands – Joint Planning Commission/City Council Workshop – Development Agreement Revisions. April 29, 2014.

City of Winters, 2014. City Council Staff Report and Attachments: Winters Highlands Development Agreement Workshop. May 13, 2014.

# WINTERS HIGHLANDS



**OWNER:** LARRY JOHN & RICK CHENEY  
GRANITE BAY HOLDINGS, LLC  
4230 DOUGLASS BLVD., SUITE 100  
GRANITE BAY, CA 95746  
PHONE: (916) 960-1650

**SUBDIVIDER:** GRANITE BAY HOLDINGS, LLC  
4230 DOUGLASS BLVD., SUITE 100  
GRANITE BAY, CA 95746  
PHONE: (916) 960-1650

**ENGINEER/SUBDIVIDER:** LAUGENOUR AND MEKLE  
CIVIL ENGINEERS  
608 COURT STREET  
WOODLAND, CA 95695  
PHONE: (530) 662-1755

**EXISTING USE:** VACANT

**PROPOSED USE:**  
242 - SINGLE FAMILY LOTS (18 DUPLEX LOTS) [R-2]  
153 - P.U.D. OVERLAY [R-3]  
LOT A - 2.00± ACRE MULTI-FAMILY PARCEL (30 UNITS ESTIMATED) [R-4]  
LOT V - 4.59± ACRE PARK PARCEL WITH WELL SITE  
LOT W - 2.94± ACRE PARK  
LOT X - 3.28± ACRE PARK  
LOT Y - 4.33± ACRE PARK/OPEN SPACE  
LOT Z - 3.09± ACRE WETLANDS/OPEN SPACE

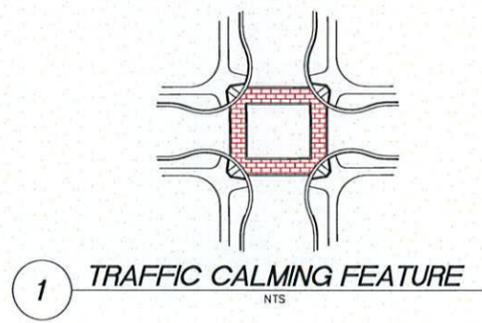
**EXISTING ZONING:** R1, R2, PARK/OPEN SPACE, MF, AND OS  
**PROPOSED ZONING:** R2, R3, R4, P.U.D. OVERLAY, MF, AND OS

**SEWER & STORM DRAINAGE SERVICE:** CITY OF WINTERS  
**WATER SERVICE:** CITY OF WINTERS  
**GAS & ELECTRIC SERVICE:** P.G.A.E.  
**TELEPHONE SERVICE:** AT&T  
**FLOOD ZONE:** 0  
**GROSS AREA:** 10.26± ACRES  
**APN:** 030-220-017, 030-220-019, AND 030-220-033

**NOTES:**  
1. EXISTING STREET RIGHTS-OF-WAY AND EASEMENTS SHOWN ON ORIGINAL MAP OF THE MOSBACHER TRACT NO. 1 AND LOCATED WITHIN THE BOUNDARIES OF THIS SUBDIVISION WILL BE ABANDONED WITH THE FINAL MAP PER SECTION 66499.20 1/2 OF THE SUBDIVISION MAP ACT.



- CLASS I BIKE PATH
- CLASS II BIKE PATH
- TRAFFIC CALMING FEATURE  
SEE DETAIL 1, THIS SHEET
- PARK AREA
- P.U.D. OVERLAY
- DUPLEX LOTS
- WETLANDS AREA



CALLAHAN ESTATES  
TENTATIVE MAP  
NO. 450

WINTERS JOINT  
UNITED SCHOOL DISTRICT  
DOC 1999-00253400



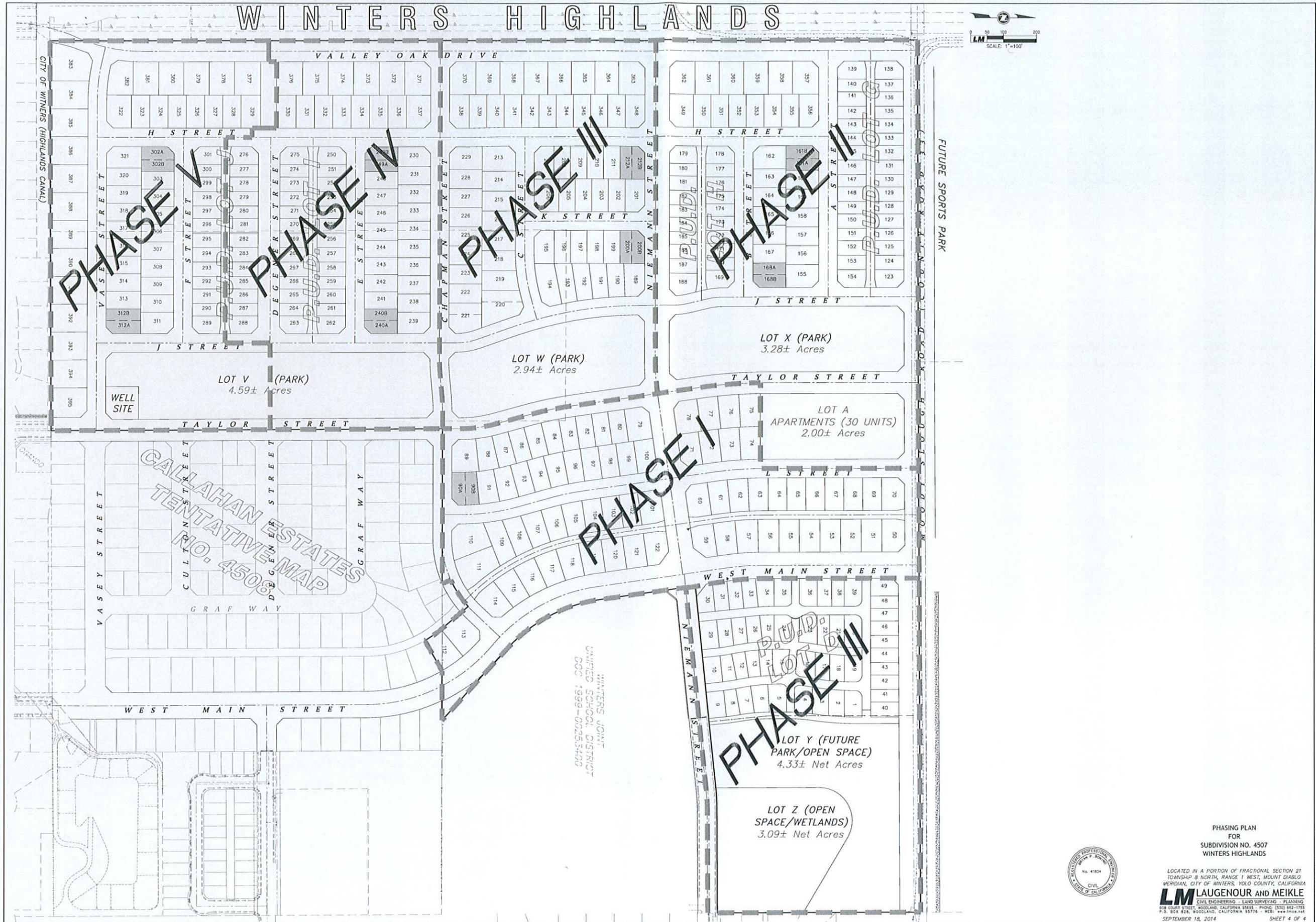
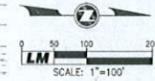
TENTATIVE MAP  
FOR  
SUBDIVISION NO. 4507  
WINTERS HIGHLANDS

LOCATED IN A PORTION OF FRACTIONAL SECTION 21  
TOWNSHIP 8 NORTH, RANGE 1 WEST, MOUNT DIABLO  
MERIDIAN, CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

**LM LAUGENOUR AND MEKLE**  
CIVIL ENGINEERING - LAND SURVEYING - PLANNING  
608 COURT STREET, WOODLAND, CALIFORNIA 95695 - PHONE: (530) 662-1755  
P.O. BOX 824, WOODLAND, CALIFORNIA 95776 - WEB: WWW.LMCAE.COM

SEPTEMBER 18, 2014 SHEET 1 OF 4

# WINTERS HIGHLANDS



**PHASE I**

**PHASE II**

**PHASE III**

CALLAHAN ESTATES  
TENTATIVE MAP  
NO. 4508

WINTERS JOINT  
UNITED SCHOOL DISTRICT  
DOC 1999-00253400

**PHASE I**

**PHASE II**

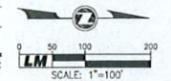
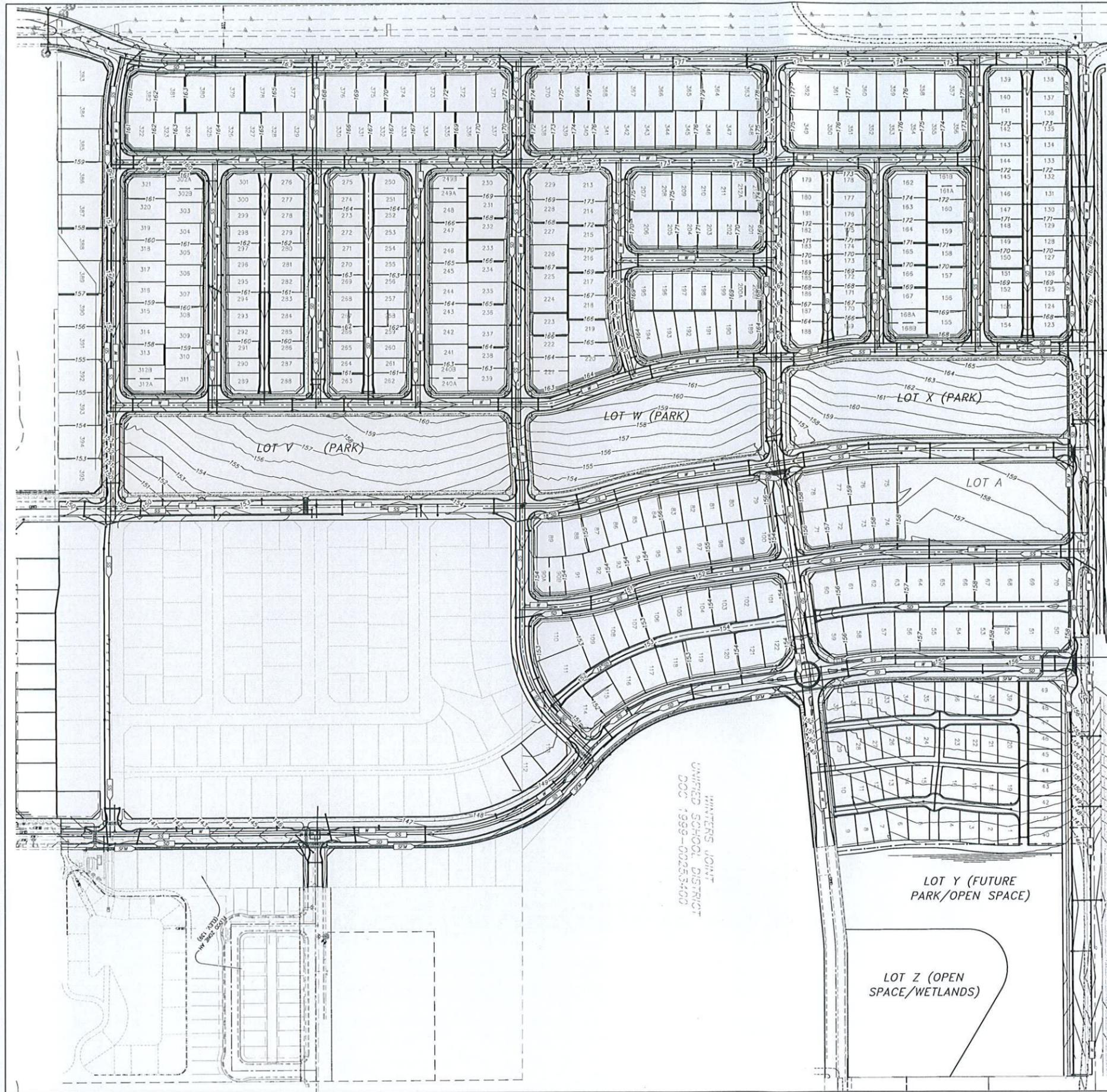
**PHASE III**

PHASING PLAN  
FOR  
SUBDIVISION NO. 4507  
WINTERS HIGHLANDS



LOCATED IN A PORTION OF FRACTIONAL SECTION 21  
TOWNSHIP 8 NORTH, RANGE 1 WEST, MOUNT DIABLO  
MERIDIAN, CITY OF WINTERS, YOLO COUNTY, CALIFORNIA  
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SEPTEMBER 18, 2014 SHEET 4 OF 4

X:\LAND PROJECTS\3109-4\WINTERS\109-4\_10-4



**LEGEND:**

PROPOSED	EXISTING	DESCRIPTION
		STORM DRAIN AND MANHOLE
		SANITARY SEWER, MANHOLE & CLEANOUT
		FIRE HYDRANT AND VALVE ASSEMBLY
		WATER MAIN, VALVE, & BLOWOFF VALVE
		CATCH BASIN OR DRAINAGE INLET
		CURB INLET
		GRATE INLET
		FLOWLINE OF DITCH OR SWALE
		DIRECTION OF SURFACE DRAINAGE FLOW
		RIGHT OF WAY
		ROAD CENTERLINE

WINTERS JOINT  
UNIFIED SCHOOL DISTRICT  
DOC 1999-00253400



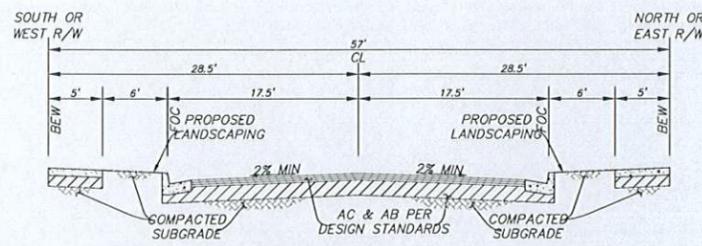
GRADING & UTILITY PLAN  
FOR  
SUBDIVISION NO. 4507  
WINTERS HIGHLANDS

LOCATED IN A PORTION OF FRACTIONAL SECTION 21  
TOWNSHIP 8 NORTH, RANGE 1 WEST, MOUNT DIABLO  
MERIDIAN, CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

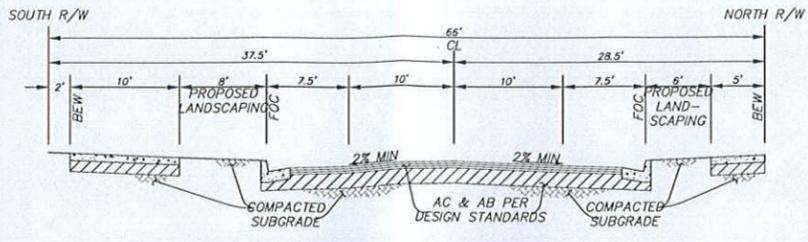
**LM LAUGENOUR AND MEIKLE**  
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808 COURT STREET, WOODLAND, CALIFORNIA 95695 - PHONE: (530) 882-1755  
P.O. BOX 828, WOODLAND, CALIFORNIA 95778 - WEB: WWW.LM-CAE.COM

SEPTEMBER 18, 2014 SHEET 2 OF 4

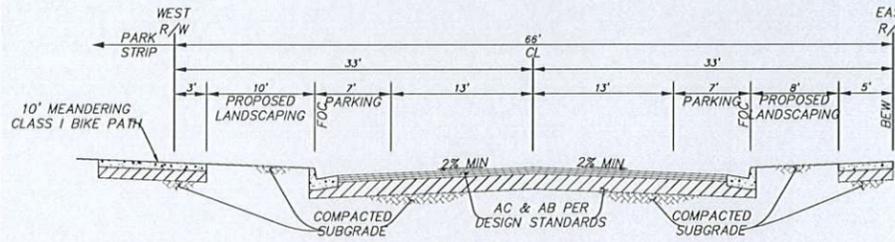
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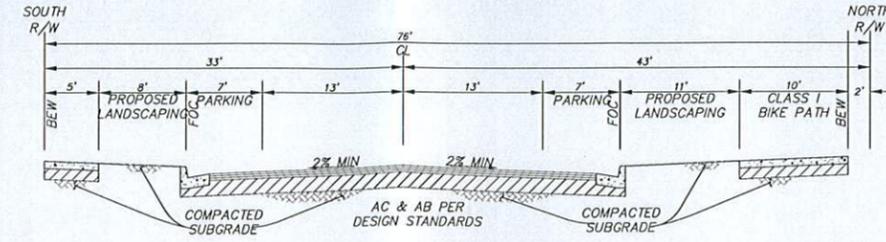
1 LOCAL RESIDENTIAL STREET  
NTS



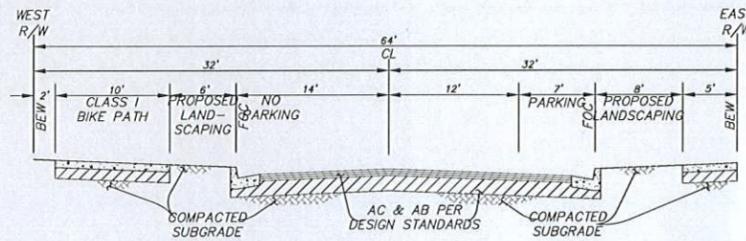
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(ANDERSON STREET)  
NTS



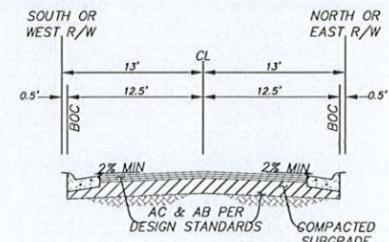
3 SECONDARY COLLECTOR  
(TAYLOR STREET)  
NTS



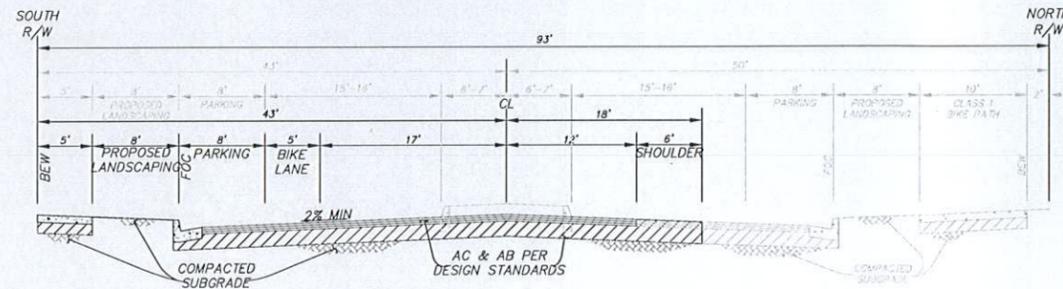
4 SECONDARY COLLECTOR W/ CLASS I BIKE PATH  
(NIEMANN STREET)  
NTS



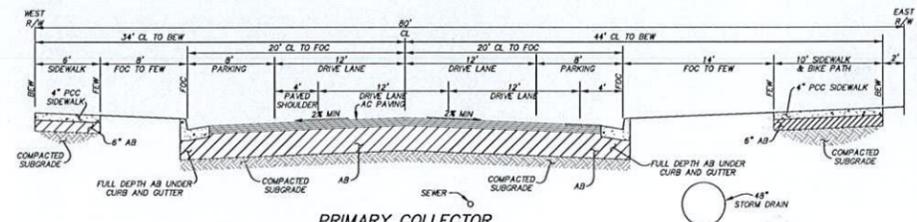
5 MODIFIED PRIMARY COLLECTOR W/ CLASS I BIKE PATH  
(VALLEY OAK DRIVE)  
NTS



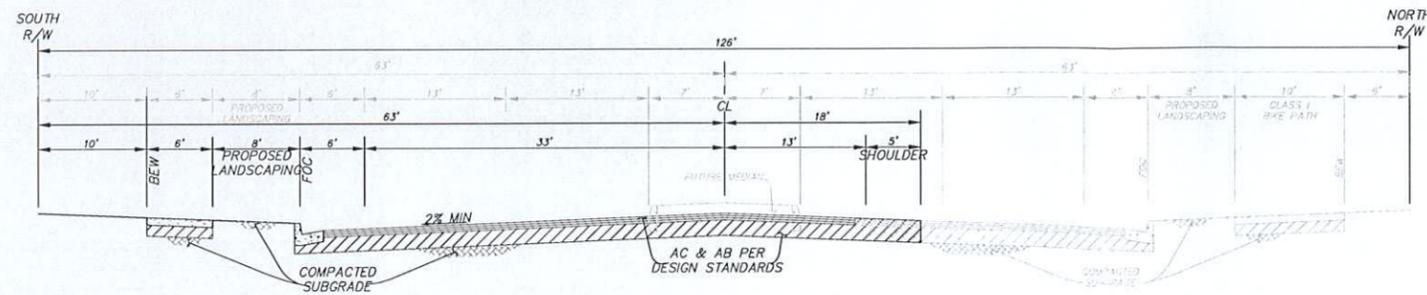
8 TYPICAL ALLEY SECTION  
NTS



6 PRIMARY COLLECTOR W/ FUTURE CLASS I BIKE PATH  
(MOODY SLOUGH ROAD WEST OF MAIN STREET)  
NTS



9 PRIMARY COLLECTOR  
(WEST MAIN STREET)  
NTS



7 ARTERIAL 4-LANE W/ OFF STREET PATHS  
(MOODY SLOUGH ROAD EAST OF MAIN STREET)  
NTS



TYPICAL CROSS-SECTIONS  
FOR  
SUBDIVISION NO. 4507  
WINTERS HIGHLANDS

LOCATED IN A PORTION OF FRACTIONAL SECTION 21  
TOWNSHIP 8 NORTH, RANGE 1 WEST, MOUNT DIABLO  
MERIDIAN, CITY OF WINTERS, YOLO COUNTY, CALIFORNIA  
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SEPTEMBER 18, 2014 SHEET 3 OF 4

**RESOLUTION NO. PC 15-01**

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WINTERS RECOMMENDING TO THE CITY COUNCIL APPROVAL OF AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE WINTERS HIGHLANDS SUBDIVISION AND APPROVAL OF AN AMENDED TENTATIVE SUBDIVISION MAP**

**WHEREAS**, the Winters Planning Commission held a duly noticed public hearing on January 5, 2015, to review and consider recommending to the City Council approval of the proposed Amended and Restated Development Agreement and an Amended Tentative Subdivision Map for the Winters Highlands Subdivision; and

**WHEREAS**, the Planning Commission reviewed and considered a proposal to amend various provisions of the existing Development Agreement for the Winters Highlands Subdivision, including an extension of the existing term, amendments to the requirements regarding phasing of the development, amendments to the affordable housing requirements of the Development Agreement, and amendments regarding the provision of certain infrastructure improvements and financial contributions for related purposes; and

**WHEREAS**, the Planning Commission further reviewed and considered a proposal to amend the existing Tentative Subdivision Map for the Winters Highlands Subdivision to reduce the number of lots from 413 to 395; and

**WHEREAS**, the City prepared, and the Planning Commission considered, an Addendum to the Environmental Impact Report for the Winters Highlands Subdivision certified by the City Council on April 4, 2006, and the Addendum finds that the proposed terms of the Amended and Restated Development Agreement and the Amended Tentative Subdivision Map for the Winters Highlands Subdivision do not create conditions that will call for the preparation of a subsequent environmental impact report; 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 Winters, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, recommends that the City Council approve the Amended and Restated Development Agreement for the Winters Highlands Subdivision, attached hereto as Exhibit 1.

**BE IT FURTHER RESOLVED**, that the Planning Commission of the City of Winters, based on substantial evidence in the administrative record of proceedings and pursuant to its

independent review and consideration, recommends that the City Council approve the Amended Tentative Subdivision Map for the Winters Highlands Subdivision, attached hereto as Exhibit 2.

**BE IT FURTHER RESOLVED**, that the Planning Commission recommends that the City Council consider the Addendum to the Environmental Impact Report for the Winters Highlands Subdivision, and find based on substantial evidence in the administrative record of proceedings that the Amended and Restated Development Agreement and the Amended Tentative Subdivision Map for the Winters Highlands Subdivision do not require the preparation of a subsequent environmental impact report.

**PASSED AND ADOPTED** by the Planning Commission of the City of Winters at a regular meeting on the 5th day of January 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
\_\_\_\_\_, Chairperson

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, Planning Commission Secretary

**EXHIBIT 1**

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

**EXHIBIT 2**

**AMENDED TENTATIVE SUBDIVISION MAP**