EXHIBIT "A"

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

DRAFT—FOR DISCUSSION PURPOSES

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

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

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF WINTERS

AND

TURNING POINT ACQUISITIONS V, LLC,

A CALIFORNIA LIMITED LIABILITY COMPANY

[CALLAHAN PROPERTY]

TABLE OF CONTENTS

Page

ARTICLE 1. DEFINITIONS 3

Section 1.1 Definitions 3

ARTICLE 2. GENERAL PROVISIONS 7

Section 2.1 All Exhibits Deemed Incorporated by Reference 7
Section 2.2 Property to be Developed 7
Section 2.3 Agreement to be Recorded; Effective Date; Term 7
Section 2.4 Equitable Servitudes and Covenants Running With the Land 8
Section 2.5 Right to Assign; Non-Severable Obligations 8
Section 2.6 Amendment of the Agreement 9
Section 2.7 Whole Agreement; Conflict with Municipal Code 10
Section 2.8 Choice of Law; Venue; Attorneys' Fees; Dispute Resolution 10
Section 2.9 Notices 11
Section 2.10 Waivers 12
Section 2.11 Signatures 12
Section 2.12 Severability 12
Section 2.13 Unapproved Transfers Void 12
Section 2.14 Notice of Default to Mortgate, Deed of Trust or Other Security Interest Holders; Right to Cure 12

ARTICLE 3. DEVELOPMENT OF THE PROPERTY 14

Section 3.1 Land Use Entitlements 14
Section 3.2 Consistency with General Plan 16
Section 3.3 Vested Rights of Developer 16
Section 3.4 Rights Retained by the City 17
Section 3.5 Other Vesting Laws Inapplicable 18
Section 3.6 Commencement and Phasing of Development 18
Section 3.7 Building Permits; Non-Market Rate Units 19
Section 3.8 Installation of Public Improvements 19
Section 3.9 Property for Public Improvements; Offsite Improvements 20
Section 3.10 Reimbursement for Oversizing of Public Improvements; Advanced Funding of Certain Improvements; Credit for Improvements Installed 21
Section 3.11 Subsequent Discretionary Approvals 23
Section 3.12 Review of Agreement 24
Section 3.13 Compliance with Government Code § 66006 24
Section 3.14 Subdivision Maps 24
Section 3.15 Deferral of Impact Fees 24

Page

ARTICLE 4. DEVELOPMENT OBLIGATIONS 25

Section 4.1 Schools. 25
Section 4.2 Park Land and Fees 25
Section 4.3 Public Safety 26
Section 4.4 Intentionally Omitted 26
Section 4.5 Installation of Conduit 26
Section 4.6 Cooperative and Reimbursement Agreement 26
Section 4.7 Wastewater Treatment Plant Expansion 27
Section 4.8 Urban Water Management Plan 29
Section 4.9 Water Well 29
Section 4.10 Taylor Street Improvements 30

ARTICLE 5. DEFAULT; REMEDIES; TERMINATION 30

Section 5.1 Application of Article. 30
Section 5.3 City's Remedies 30
Section 5.4 Developer's Remedies 33

ARTICLE 6. HOLD HARMLESS AND INDEMNIFICATION 34

Section 6.1 Limitation of Legal Relationship 34
Section 6.2 No Liability for Acts of the Developer 35
Section 6.3 Duty to Defend Challenges to this Agreement 35

EXHIBITS

A Map of Callahan Property

B Legal Description of Callahan Property

C Callahan Estates Tentative Subdivision Map

D Conditions of Approval, Including Mitigation Measures

DRAFT—FOR DISCUSSION PURPOSES

AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WINTERS AND TURNING POINT ACQUISITIONS V, LLC RELATING TO THE DEVELOPMENT OF THE PROPERTY COMMONLY KNOWN AS THE CALLAHAN PROPERTY

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is entered into between the CITY OF WINTERS, a municipal corporation (the "City"), and TURNING POINT ACQUISITIONS V, 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 Callahan Property and further depicted in Exhibit A and described 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. 2005-0026332-00, which Development Agreement has been amended by a First Amendment to Development Agreement dated January __, 2009 and recorded in the Official Records of Yolo County as Document No. _____, and a Second Amendment to Development Agreement dated _____ 2013 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 amendments 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 Callahan 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. "Callahan Estates 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 Callahan Estates Tentative Subdivision Map is attached as Exhibit C.

5. "Callahan Estates" means the single family residential development created by the Callahan Estates Tentative Subdivision Map.

6. "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.)

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

8. "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.

9. "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.

10. "Conditions of Approval" means the conditions placed on the approval of the Callahan Estates Tentative Subdivision Map. A copy of the Conditions of Approval is attached as Exhibit D.

11. "Developer" means TURNING POINT ACQUISITIONS V LLC, a California limited liability company, and/or its successor(s) in interest.

12. "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.

13. "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.

14. "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.

15. "Land Use Entitlement" means either a Discretionary Approval or Ministerial Approval issued by the City for the development of the Property under its ordinances, resolutions, or other rules and regulations, or under applicable State and/or federal law.

16. "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.

17. "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.

18. "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*.

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

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

21. "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.

22. "Phase" means a portion of the Callahan Estates Tentative Subdivision Map that is reduced to a final subdivision map.

23. "Property" means the property commonly known as the Callahan Property, Yolo County Assessor's Parcel No. 030-220-22, and is more specifically shown and described in Exhibits A and B.

24. "Public Improvements" or "Infrastructure" means facilities constructed or to be constructed for use in accommodating residential use on the Property, including but not limited to roads, sewer and water lines and traffic signals.

25. "Vesting law" means any State or federal law that gives the owner of real property the right to develop such property in a specified manner, which right cannot be limited or abrogated by the City.

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 Callahan Property, Yolo County Assessor's Parcel No. 030-220-22. A map showing the location and boundaries of the Property is attached as Exhibit A and a legal description describing the Property is attached as Exhibit B. In this Agreement the Callahan 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 shall expire on December 31, 2021, 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 Callahan Estates 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. The provisions of subsection b do not apply to the sale of five (5) or fewer finished lots to individual buyers or builders.

d. 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.

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 Section 15.72.210 (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.

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

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

Turning Point Acquisitions V LLC
3314 Freeman Road
Walnut Creek, CA 94595
Attn: Jim Hildenbrand
Telephone (925) 639-4204

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. This Amended and Restated Development Agreement (Ordinance No. 2016-__ adopted _____, 20__ and effective on _____, (the "Enacting Ordinance")).

2. An exclusion for the Property from the West Central Master Plan.

3. A rezoning to add a Planned Development (PD) overlay zone to allow for a subdivision in which the average lot size does not meet the minimum requirement of the zone (7,000 square feet) and to allow for one lot (Lot 1) which does not meet the width requirement (60 feet).

4. The approval of a Planned Development Permit for an unlimited term pursuant to the requirements of Section 17.48.050.A.1 and .2 of the Zoning Ordinance and Conditions of Approval.

5. An amendment to the Circulation Master Plan (May 19, 1992) and Standard Cross-Sections (adopted October 2, 2011) to remove the requirement for on-street Class II bike lanes on West Main Street and replace with off-street Class I bike path.

6. An amendment to the Bikeway System Master Plan (January 2013) text and Figure 3 to identify a Class I bike path along West Main Street and Class II bike lanes along Anderson Avenue.

7. Approval of Callahan Estates Tentative Subdivision Map, together with the Conditions of Approval, dividing 26.4 acres into 109 single-family lots; Parcels E, F, and G (Open Space Lots); and Parcel X (detention pond/sewer force main). The 109 single-family lots will be market rate units, of which 10 must be made available to local builders as defined by the City's land use regulations.

8. A lot line adjustment on the south property line to exchange Parcel A for Parcel B from the adjoining Ogando/Hudson property.

9. Subsequent discretionary approvals (such as design review) pursuant to the City's generally applicable land use regulations.

b. The Developer may apply for an receive one final subdivision map for Callahan Estates, or the Developer may choose to file separate final maps for various phases of Callahan Estates. If the Developer chooses to file final maps by phase, the number of phases and the size of each shall be at the discretion of the Developer, subject to the requirement for adequate infrastructure as provided in Section 3.8.

c. Under the provisions of Government Code section 66452.6(a), the term of the Callahan Estates Subdivision Tentative 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.

a. The Developer shall, solely with respect to the Property, have the right to the following land use entitlements regardless of subsequent amendments to the General Plan, the Zoning Ordinance, the Subdivision Ordinance, or any other ordinance, rule, or regulation adopted by the City.

1. The right to the number of single family residential lots, dwelling units, and the density of development (dwelling units per acre) of those units, as shown on the Callahan Estates Tentative Subdivision Map.

2. Exclusion from:

a) the West Central Master Plan; and

b) subsequently enacted building moratoria.

3. The right to connect each dwelling unit to sewer and water services, provided all improvements regarding such services are made and all applicable fees are paid.

4. The cross-section of streets (including sidewalks, trails, and other thoroughfares) as established in the Conditions of Approval for the Callahan Estates Tentative Subdivision Map.

5. The Mitigation Measures.

b. Subdivision a. does not apply to changes effecting development of the Property as mandated by State and/or federal laws effective after the date this Agreement is recorded. In the event of such changes, the City will permit the

development of the Property as originally permitted by this Agreement to the greatest extent reasonably feasible taking into consideration the changes in the law.

Section 3.4 Rights Retained by the City.

a. Except as specifically provided in section 3.3, all regulations of the City as expressly provided by State law, federal law, and/or local ordinance, resolution, or rule shall pertain to the development of The Property. Such regulations include, but are not limited to:

1. Discretionary approvals. (The only discretionary approval contemplated at this time is design review pursuant to the Zoning Code.)

2. Subdivision standards in effect when a final subdivision map is approved.

3. The Uniform Codes (including Building, Mechanical, Plumbing, Electrical and Fire) in effect at the time a building permit for a specific dwelling unit is issued.

4. Fees (including, but not limited to, fees commonly referred to as "impact fees") and charges, including, but not limited to, fees and charges for building permits, traffic signalization, sewer infrastructure, water infrastructure, traffic and pedestrian circulation, library services, and police and fire buildings and equipment, 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.

b. The City may make and enforce ordinances, resolutions, and other rules and regulations pertaining to the Property under its general police power,

provided they are of general applicability to all developments of a similar nature in the City of Winters.

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 the Callahan Estates Subdivision, or first phase thereof, and accompanying subdivision improvement plans, are submitted for City review and approval.

Section 3.7 Building Permits; Non-Market Rate Units.

a. City and Developer agree that Developer shall satisfy the City's affordable housing requirements as follows:

1. The Developer shall pay to City the amount of One Hundred Ten Thousand Dollars ($110,000.00) upon the recordation of the Final Map for the Project, or in the event that Developer files more than one Final Map, upon the recordation of the first Final Map.

Section 3.8 Installation of Public Improvements.

a. 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 Callahan Estates Subdivision. When the Final Map for all of the Callahan Estates Subdivision (or a phase, as the case may be), 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 either in all of Callahan Estates, or in that particular phase, as the case may be. Security for the construction of the improvements shall be provided as required by State law and City law.

b. If the Developer proceeds by filing final maps for various phases of Callahan Estates, then, in some instances, the City Engineer may determine that public improvements outside the boundaries of a particular phase (both on-site and off-site of the entirety of Callahan Estates) must be constructed before the next phase to insure the orderly development of infrastructure within the City of Winters. In such an instance, the additional infrastructure required outside a

particular phase will be built by the Developer during the construction of the phase for which a final map is approved, and the agreement to construct the public improvements for that phase shall include an obligation to build the additional infrastructure outside the boundaries of that phase.

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 Callahan Estates Tentative Subdivision Map, acquire the property rights necessary to construct or otherwise provide the public improvements required by this Agreement.

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 Callahan Estates 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 b) if necessary, in accordance with 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, through the process commonly referred to as "oversizing," will be required to install public improvements to a size and/or capacity greater than that which is required to serve only the residents of Callahan Estates. These improvements will benefit other properties. In such an instance, the Developer shall be entitled to reimbursement for such oversizing from fees paid by other properties.

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

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. A written agreement under this subsection b. shall have a term of no longer than fifteen (15) years.

2. By way of payment to the Developer from impact fees for a particular type of infrastructure (e.g., sewers) collected by the City from other properties developed in the City.

c. In any instance in which oversizing of improvements is required, the City Engineer shall identify the method of reimbursement the Developer will receive.

1. Where reimbursement involves a benefiting property to reimburse the Developer for oversizing, 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.

2. When the Developer will receive reimbursement from mitigation fees paid by developing properties, the City Engineer shall provide to the Developer a statement of the amount the Developer will receive and the approximate time when that amount will be paid.

d. The Developer understands and agrees that reimbursement for a particular oversized improvement will come only from other developing properties or from mitigation fees as described in subsection b.

1. When reimbursement is from impact fees, such 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.)

2. If mitigation fees paid by others are insufficient to repay the Developer for the full cost of oversizing a particular improvement, the Developer shall have no recourse against the City.

3. If a benefiting property fails to reimburse the Developer for oversizing, the Developer shall have no recourse against the City. However, the Developer retains all rights against the benefiting property and its 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 deemed to have paid that fee for the number of building permits which is equal to the cost of the installed improvement as determined by the City Engineer. (Example: If a fee of $1,000 is normally collected at the time a building permit is issued for improvement X, and the Developer installs improvement X at a cost of $20,000, then the Developer will be credited with having paid that fee for 20 building permits.).

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 Section 15.72.230 (Periodic 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 encourage the Developer to proceed with construction of new market rate housing within the City of Winters, except as provided for herein, the City hereby agrees to defer all development impact fees imposed by the City on building permits issued until the earlier of (1) issuance of a Certificate of Occupancy; or (2) six (6) months after the issuance of a building permit. The Rancho Arroyo Drainage District Fees shall be paid in accordance with City of Winters Ordinance 96-02 and any applicable Conditions of Approval. This provision is not intended to restrict, limit, or waive any rights which Developer may acquire pursuant to subsequently enacted state legislation.

ARTICLE 4
DEVELOPMENT OBLIGATIONS

Section 4.1 Schools.

The Developer acknowledges and agrees that the mitigation of the impact of Callahan Estates 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 it has entered into an Agreement (Restated Mutual Benefit Agreement for the Mitigation of Development Impacts Upon the School Facilities of the Winters Joint Unified School District) to mitigate the impact on schools recorded October 24, 2013 as Instrument No. 2013-0034136 of Official Records County of Yolo.

Section 4.2 Park Land and Fees.

The Developer shall satisfy its 2.7 acre park obligation as follows: Developer shall pay a park fee, in the aggregate totaling Eight Hundred Fifty

Thousand Two Hundred Eighty-six Dollars ($850,286.00) as follows: Developer shall pay the sum of $6,024 in equal installments at the time of issuance of a certificate of occupancy for each residential structure. Developer shall fund and construct the parks on Parcels E, F, and G (equal to 0.6149 acres). Developer shall be further credited against park improvement fees for the provision of infrastructure improvements, planning, developing, and equipping the park on Parcels E, F, and G, not to exceed One Hundred Ninety-three Thousand Six Hundred Forty-four Dollars ($193,644.00). This credit shall be applied on a pro rata basis against the anticipated development of 109 lots. The amount of the Parcels E, F, and G park credit is based on the pro rata cost per acre obligation established for the 2.73 acre park. The cost per acre is $850,286/2.73 acres = $314,921. Parcels E, F, and G are equal to 0.6149 acres. Therefore, Parcels E, F, and G park credit is $314,921 x 0.6149 = $193,644.

Section 4.3 Public Safety Facility.

The Developer shall pay the City's Public Safety Facility fee.

Section 4.4 Intentionally Omitted.

Section 4.5 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.

Section 4.6 Cooperative and Reimbursement Agreement.

The developers of Callahan Estates and Winters Highlands, referred to in this section as "Owners," intend to subdivide their respective properties into residential lots which will be served by public streets and improvements, easements and rights-of-way. Each Owner will require access to portions of the Other's property for purposes of installation of streets, utilities conduit, storm drains, sewer and other improvements for future use and/or dedication for the benefit of their respective residential project, as well as for the benefit of all the Owners. Public streets and improvements, easements and rights-of-way that are reasonably expected to benefit all of Owners are defined herein as "Joint Improvements." Joint Improvements may include, but are not limited to, streets, curbs, gutters, street lighting, sidewalks, joint trench, storm drains, storm water pumping station, sewer and water collection systems, sewer pump station, utilities, and other public improvements.

For the purpose of constructing the Joint Improvements as may be necessary and appropriate to serve the Owners and as may be required by Development Conditions affecting each Owner's Property, the Owners shall use best efforts to enter into a "Joint Cooperative Development and Reimbursement Agreement." The Joint Cooperative Development and Reimbursements Agreement shall be prepared and executed among the Owners prior to the City's approval of the first final map associated with any of the Owner's properties. The City shall not approve a final map for any of the Owner's two respective projects until the Owners submit to City the Joint Cooperative Development and Reimbursement Agreement executed by all the Owners, or the Owner applying for

a final map can show to the reasonable satisfaction of the City Manager that it has used best efforts to enter into said agreement but has been unable to agree to terms with the other Owners.

Section 4.7 Wastewater Treatment Plant Expansion.

a. Wastewater (sewage) from Callahan Estates will be treated in the City's Wastewater Treatment Plant ("WTP"), which may be expanded in the future. The WTP Master Plan was updated in 2015, which updated the available capacity of the WTP and determined what the next phase of WTP expansion should be, when that phase will be triggered by development, and what the associated tasks and costs are for the expansion. The expansion will be built by the City using sewer impact fees collected from the developers of property within the City of Winters. The Developer shall be required to pay sewer impact fees in effect at the time of the first Final Map.

b. Wastewater from Callahan Estates will eventually flow to the WTP through conveyance facilities to be constructed to the north of The Property across adjacent property commonly referred to as Winters Highlands.

c. Winters Highlands is expected to construct the conveyance improvements north to the WTP prior to the Callahan Estates moving forward. However, if the facilities through Winters Highlands, are not completed by the time the first residential unit of Callahan Estates requires sewer treatment then the Developer shall install all wastewater conveyance facilities north of the Property to the WTP as determined by the City Engineer to be necessary to serve Callahan Estates, subject to a *pro rata reimbursement from others as provided in Section 3.10.* The City Engineer shall determine the *pro rata* share to be borne by each participating developer and shall allocate each share accordingly. Such facilities

include, but are not limited to, the installation of the West Main SS Pump Station "A" and the sewer force mains.

Section 4.8 Urban Water Management Plan.

No later than the issuance of the 50th building permit for the Callahan Estates Subdivision the Developer shall pay to the City its *pro rata* share of ninety thousand dollars ($90,000) for the cost of a City Urban Water Master Plan.

Section 4.9 Water Well.

a. Water Well No. 7 was constructed in order to provide water service to the Hudson-Ogando Subdivision, Callahan Subdivision, and other developing properties.

b. Conditions of Approval No. 121 and 40- (Mitigation Measure 21), in part, required Developer to advance the costs for the design and construction of a water well, subject to pro rata reimbursement in accordance with the provisions of section 3.11.

c. The City funded a portion of the construction of Well No. 7 from sources other than water development impact fees. The City shall be reimbursed from water development impact fee funds, when available, and prior to the reimbursement of any costs incurred by Developer.

d. City acknowledges that Developer has advanced funding for partial construction of Well No. 7 in the amount of $615,313.03 (reduced to $361,676.03 as a result of credits being transferred to Winters Ranch), which amount shall entitle Developer to receive fee credits. Notwithstanding section 3.11(f) of the Development Agreement, Developer shall be entitled to apply credits against any

water facility fee then due, without reduction for any sums that might otherwise be owed to the City.

e. The amount and timing of reimbursement for funds advanced by Developer and related to the construction of Well No. 7 shall be set forth in a separate Credit and Reimbursement Agreement in accordance with section 4.10 (d) above and shall include the same annual inflationary adjustment used to calculate the City's impact fees on any outstanding amount still owed to Developer.

Section 4.10 Taylor Street Improvements.

Taylor "A" Street knuckle to the west of the Tentative Map boundary through the Ogando property, to the Callahan property, is no longer applicable, and a realignment of Taylor Street was approved by the City and incorporated into the Hudson-Ogando plans. The revised alignment is included on a revised Tentative Map dated August 17, 2015 and shall be constructed as part of the Callahan Estates Development with the same cross section dimensions with the ped/bike landscape corridor on the west side and the sidewalk on the east side.

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 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 Callahan Estates 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. A action for damages as provided in subsection d.

b. Default by the Developer.

1. Notice of Default. With respect to a default by the Developer under this Agreement, the City shall 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. Procedure After Failure to Cure Default. 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. Modification or Termination of Agreement. 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. Specific Performance. 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 dedicate and properly complete 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 Callahan Estates.

Section 5.3 Developer's Remedies.

a. The Developer's 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 Callahan Estates 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. Default and Notice of Default. 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. Waiver of Damage Remedy. 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 Callahan Estates 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 Callahan Estates 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.

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.

SIGNATURE PAGE TO FOLLOW

"DEVELOPER"
TURNING POINT ACQUISITIONS V, 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

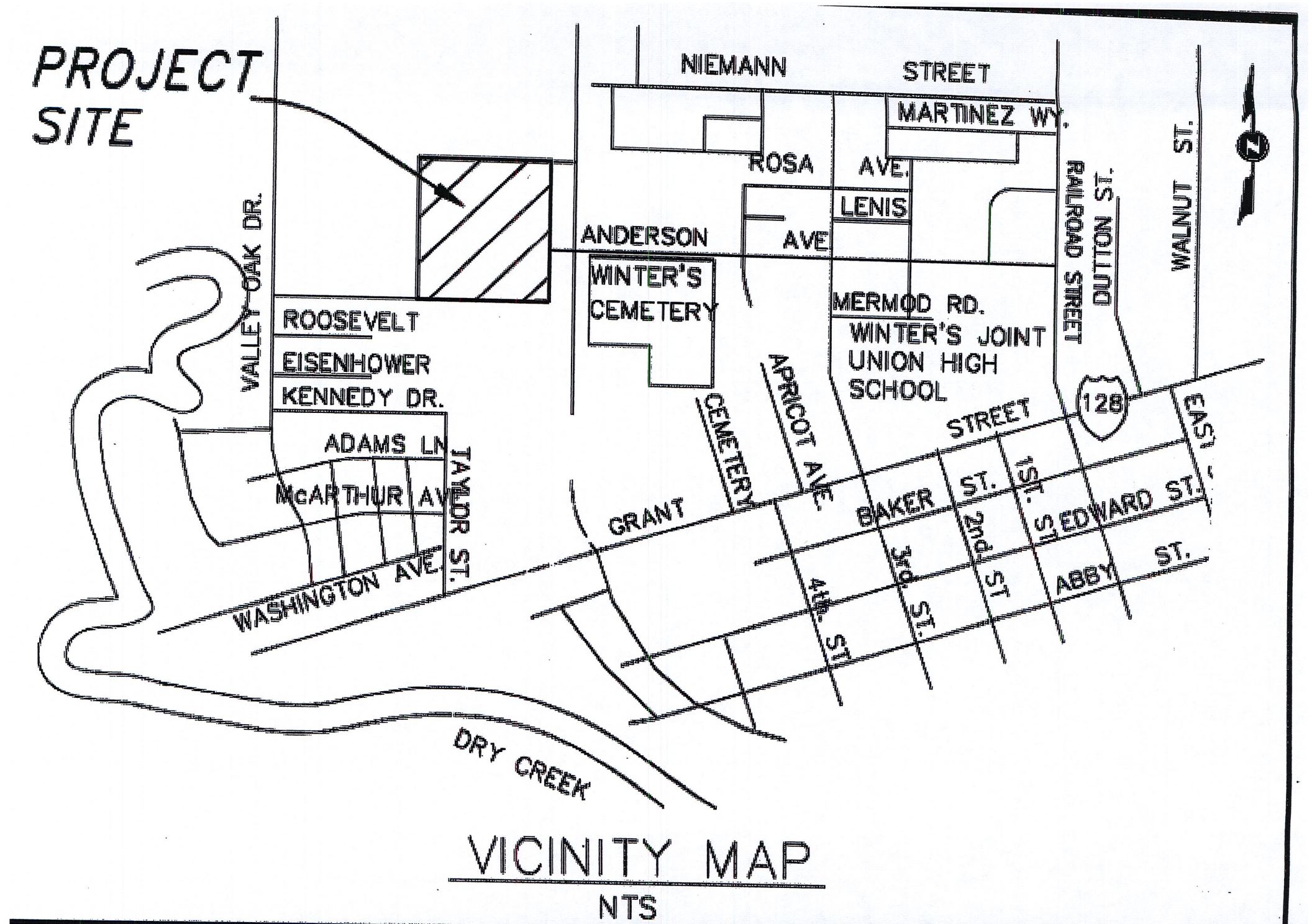
. . . . . .

DRAFT—FOR DISCUSSION PURPOSES

LIST OF EXHIBITS

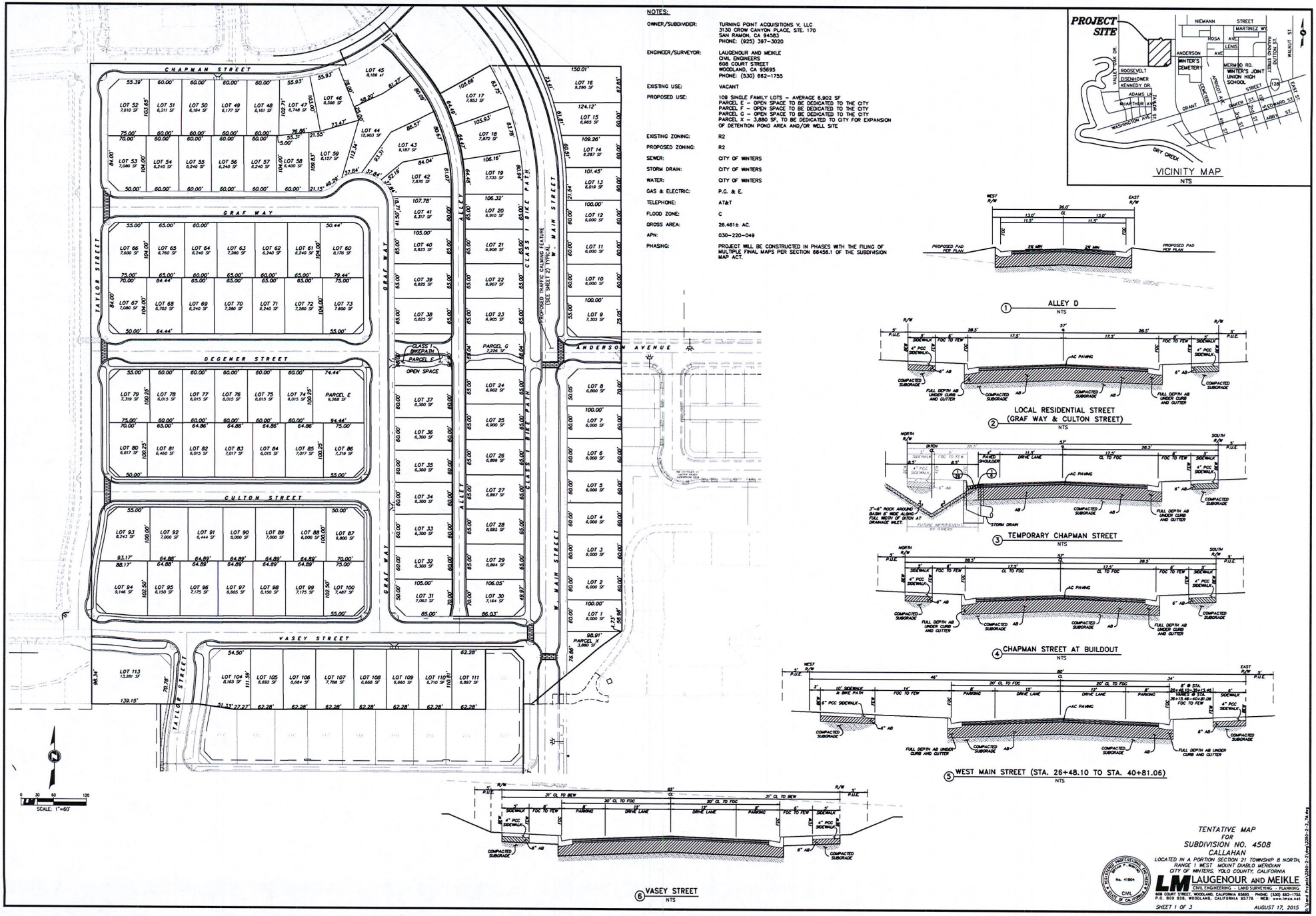
A	Map of Callahan Property
B	Legal Description of Callahan Property
C	Callahan Estates Tentative Subdivision Map
D	Conditions of Approval, Including Mitigation Measures

Summary report: Litéra® Change-Pro 7.5.0.135 Document comparison done on 2/18/2016 9:59:24 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS:iw://iManage/iManage/5374677/3	
Modified DMS: iw://iManage/iManage/24471502/1	
Changes:	
Add	479
~~Delete~~	416
~~Move From~~	14
Move To	14
Table Insert	1
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	924



VICINITY MAP

NTS



NOTES:

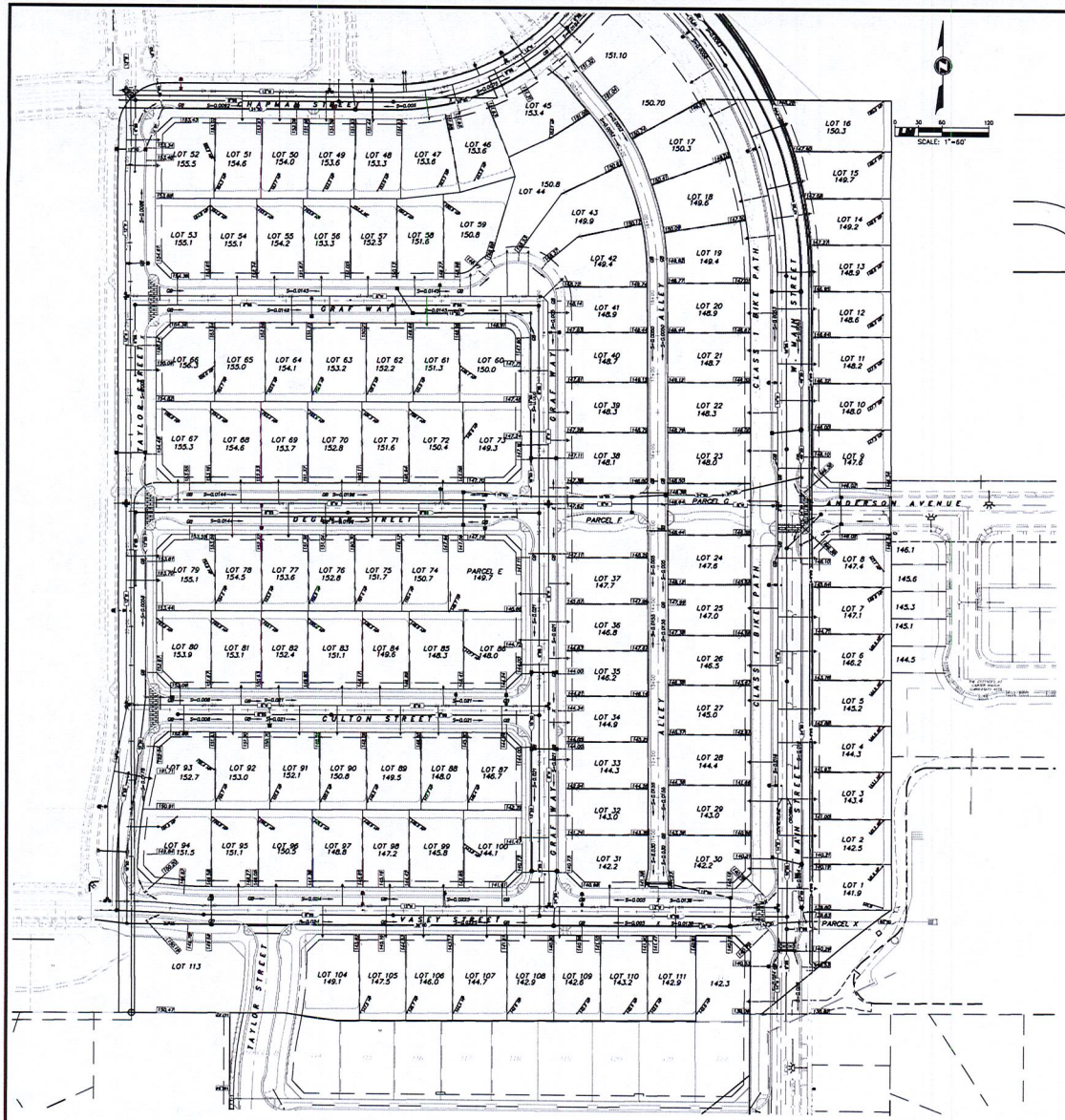
OWNER/SUBDIVIDER:	TURNING POINT ACQUISITIONS V, LLC 3130 CROW CANYON PLACE, STE. 170 SAN RAMON, CA 94583 PHONE: (925) 397-3020
ENGINEER/SURVEYOR:	LAUGENOUR AND MEIKLE CIVIL ENGINEERS 608 COURT STREET WOODLAND, CA 95695 PHONE: (530) 662-1755
EXISTING USE:	VACANT
PROPOSED USE:	109 SINGLE FAMILY LOTS - AVERAGE 6,902 SF PARCEL E - OPEN SPACE TO BE DEDICATED TO THE CITY PARCEL F - OPEN SPACE TO BE DEDICATED TO THE CITY PARCEL G - OPEN SPACE TO BE DEDICATED TO THE CITY PARCEL X - 3,880 SF, TO BE DEDICATED TO CITY FOR EXPANSION OF DETENTION POND AREA AND/OR WELL SITE
EXISTING ZONING:	R2
PROPOSED ZONING:	R2
SEWER:	CITY OF WINTERS
STORM DRAIN:	CITY OF WINTERS
WATER:	CITY OF WINTERS
GAS & ELECTRIC:	P.G. & E.
TELEPHONE:	AT&T
FLOOD ZONE:	C
GROSS AREA:	26.461± AC.
APN:	030-220-049
PHASING:	PROJECT WILL BE CONSTRUCTED IN PHASES WITH THE FILING OF MULTIPLE FINAL MAPS PER SECTION 66456.1 OF THE SUBDIVISION MAP ACT.

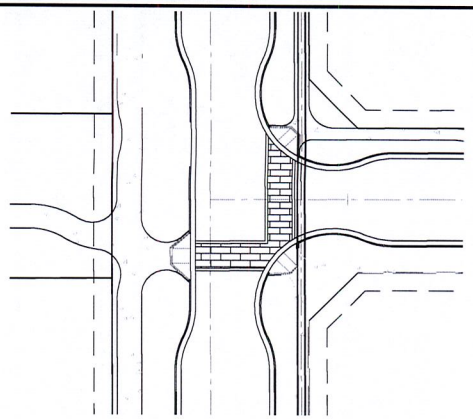
VICINITY MAP
NTS

6 VASEY STREET
NTS

TENTATIVE MAP
FOR
SUBDIVISION NO. 4508
CALLAHAN
LOCATED IN A PORTION SECTION 21 TOWNSHIP 8 NORTH, RANGE 1 WEST MOUNT DIABLO MERIDIAN
CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

LAUGENOUR AND MEIKLE
CIVIL ENGINEERING - LAND SURVEYING - PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 WEB: www.lmce.net



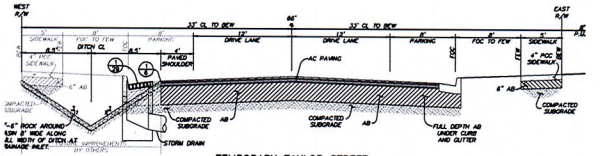


PLAN VIEW
1"=20'

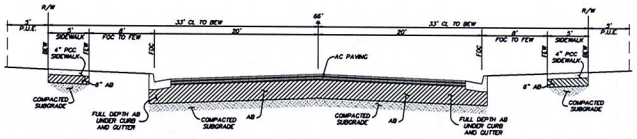
LEGEND:

PROPOSED	EXISTING	DESCRIPTION
SD	SD	STORM DRAIN AND MANHOLE
SS	SS	SANITARY SEWER, MANHOLE & CLEANOUT
		FIRE HYDRANT AND VALVE ASSEMBLY
W	W	WATER MAIN, VALVE, AIR RELEASE 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
145.7		TOP OF CURB ELEVATIONS

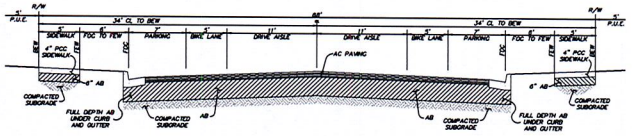
A TYPICAL DECORATIVE CROSSWALK



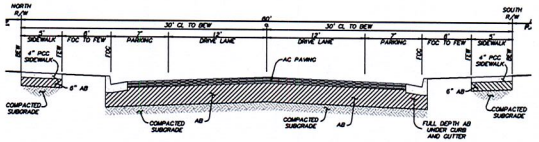
7 TEMPORARY TAYLOR STREET
NTS



8 TAYLOR STREET AT BUILDOUT
NTS



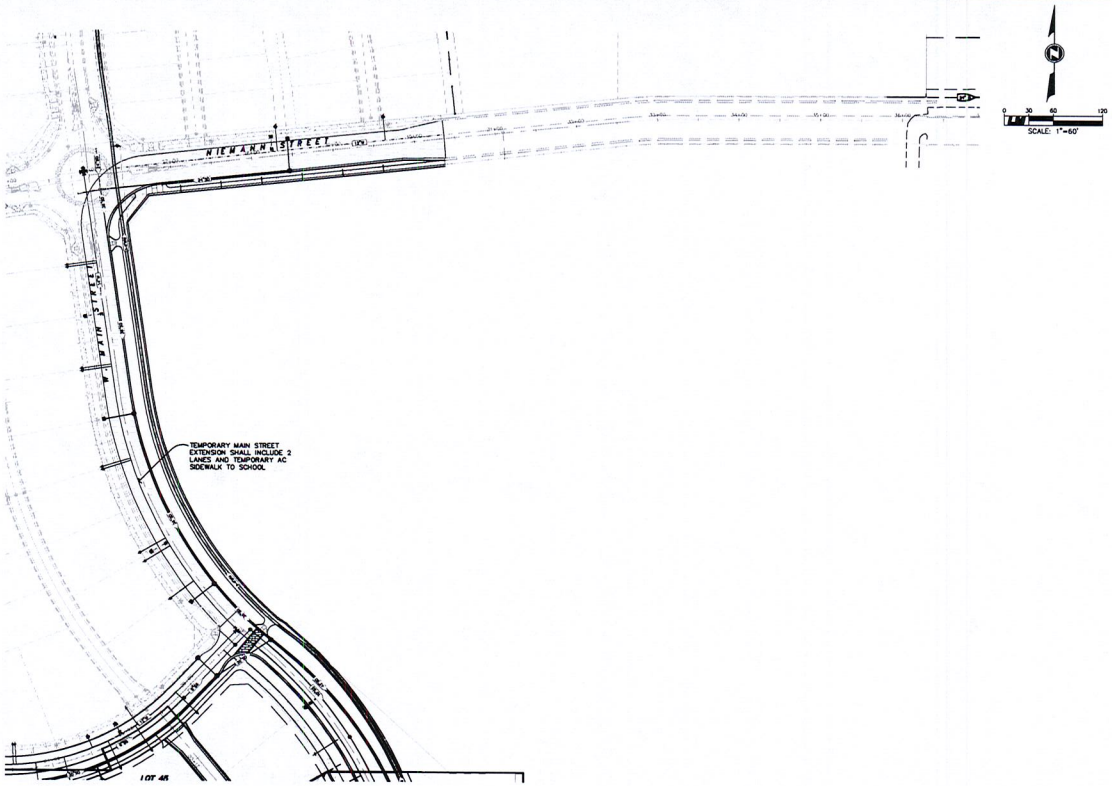
9 DEGENER STREET
NTS

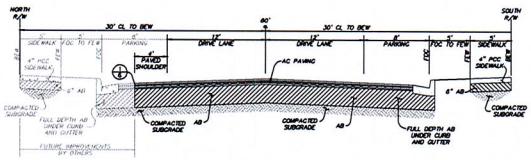


10 ANDERSON AVENUE (STA. 31+00.00 TO 32+34.00)
NTS

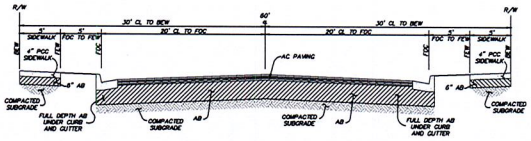
TENTATIVE MAP
FOR
SUBDIVISION NO. 4508
CALLAHAN
LOCATED IN A PORTION SECTION 21 TOWNSHIP 8 NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN
CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING - LAND SURVEYING - PLANNING
308 COURT STREET, WOODLAND, CALIFORNIA 95695 PHONE: (530) 663-1755
P.O. BOX 826, WOODLAND, CALIFORNIA 95776 WEB: www.lmca.net

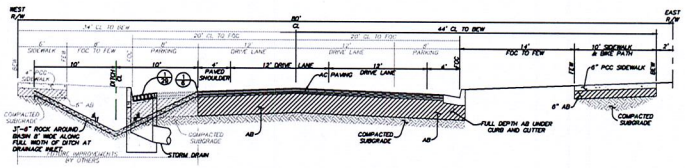




11 TEMPORARY NIEMANN STREET (STA. 25+98.92 TO 30+40.58)
NTS



12 NIEMANN STREET (STA. 25+98.92 TO 30+40.58) AT BUILDOUT
NTS



13 TEMPORARY WEST MAIN STREET (STA. 40+81.06 TO 46+94.31)
NTS

TENTATIVE MAP
FOR
SUBDIVISION NO. 4508
CALLAHAN
LOCATED IN A PORTION SECTION 21 TOWNSHIP 8 NORTH, RANGE 1 WEST MOUNT DIABLO MERIDIAN
CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER BRYAN P. ROMING No. 41804 CIVIL STATE OF CALIFORNIA

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
808 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · WEB: www.lmca.net

SHEET 3 OF 3 AUGUST 17, 2015

Dc:\Land Projects\3260-2-2\dwg\3260-2-2_TM.dwg

DRAFT AMENDED FINDINGS OF FACT AND CONDITIONS OF APPROVAL FOR CALLAHAN ESTATES SUBDIVISION PROJECT (_____ Winters City Council ____)

FINDINGS OF FACT

Findings for Adoption of Mitigated Negative Declaration

1. The City Council has considered the proposed Mitigated Negative Declaration (original and revised) before making a decision on the project.

2. The City Council has considered comments received on the Mitigated Negative Declaration during the public review process.

3. The City Council finds that the environmental checklist/initial study identified potentially significant effects, but: a) mitigation measures agreed to by the applicant before the mitigated negative declaration and initial study were released for public review would avoid the effects or mitigate the effects to a point where clearly no significant impact would occur; and b) there is no substantial evidence, in light of the whole record before the City, that the project as revised to include the mitigation measures may have a significant effect on the environment.

4. The Mitigated Negative Declaration reflects the independent judgment and analysis of the City of Winters.

5. The Mitigated Negative Declaration has been prepared in compliance with CEQA and the State CEQA Guidelines, and as amended/revised is determined to be complete and final.

6. The custodian of the documents, and other materials, which constitute the record of proceedings is the Community Development Director. The location of these items is the office of the Community Development Department at City Hall, 318 First Street, Winters, California 95694.

7. The Revised Mitigation Monitoring Plan is hereby adopted to ensure implementation of mitigation measures identified in the Mitigated Negative Declaration. The City Council finds that these mitigation measures are fully enforceable as conditions of approval of the project, and shall be binding on the applicant, future property owners, and affected parties.

8. The City Council hereby adopts the Callahan Estates Subdivision Mitigated Negative Declaration.

Findings for Exclusion from West Central Master Plan

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 parcel.

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 Tentative Subdivision Map (G.C. 66474) and Lot Line Adjustments

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. All conditions identified herein shall be fully satisfied prior to acceptance of the first final map unless otherwise stated.

3. The project is as described in the January 25, 2005 Planning Commission staff report. The project shall be constructed as depicted on the maps and exhibits included in the January 25, 2005 Planning Commission staff report, except as modified by these conditions of approval. Substantive modifications require a public hearing and Council action.

General Plan Requirements

4. Pursuant to General Plan Policy II.A.19, a minimum of ten percent of the single-family lots (12 lots) shall be offered for sale to local builders or owner-builders. These lots shall not be the same lots as those identified to meet the City's affordable housing requirement.

5. Pursuant to General Plan Policy II.C.1 and VI.F.2, energy efficient design shall be used. At a minimum this shall include: maximization of energy efficient techniques as identified in the July 27, 2004 Planning Commission staff report on "Proposed Energy Resolution" (attached), and attainment of EPA Energy Star Standards in all units; low emission furnaces; avoidance of dark colored roofing; and a minimum of 10 percent solar photovoltaic homes. The applicant shall provide written evidence from each buyer that they were provided with a solar energy option on their home.

6. Pursuant to General Plan Policy II.D.4 and IV.A.1 necessary public facilities and services shall be available prior to the first occupancy of the project.

7. Pursuant to General Plan Policy IV.A.4 (second sentence), the developer shall pay in-lieu fees for the increment of parkland not provided on site, or at the City's discretion may construct needed improvements according to City specification in lieu of paying the fees.

8. 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, drainage-detention areas shall incorporate areas of native vegetation and wildlife habitat.

9. Pursuant to General Plan Policy IV.B.14, there shall be a water meter on each new hook-up.

10. Pursuant to General Plan Policy IV.C.2, adequate sewer service shall be provided prior to the issuance of any individual building permit.

11. Pursuant to General Plan Policy IV.J.2, all new electrical and communication lines shall be installed underground.

12. 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.

13. Deleted.

14. 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 and shall be included as a part of the required construction mitigation plan for the project.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. Deleted.

Negative Declaration Mitigation Measures

22. 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 submitted for approval 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.

23. 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.

    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 of 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 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.

24. Mitigation Measure #2.1: Homes constructed as a part of the Callahan project shall contain only low-emitting EPA certified wood-burning appliances or natural gas fireplaces.

25. Mitigation Measure #3: The project proponent 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 special-status raptor nests (e.g. Swainson's hawk or white-tailed kite) are found during the preconstruction survey, a 0.25-mile (1,320-feet) 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.

26. Mitigation Measure #4: The project proponent shall mitigate for potential project-related impacts to burrowing owl by conducting a pre-construction survey no more than 30 days prior to the initiation of construction activity. The pre-construction survey shall be conducted by a qualified biologist familiar with the identification of burrowing owls and the signs of burrowing owl activity. If active burrows are found on the project site, the California Department of Fish and Game (CDFG) shall be consulted regarding appropriate mitigation measures for project-related impacts to burrowing owl. Pursuant to the CDFG document entitled "Staff Report on Burrowing Owl Mitigation" (September 25, 1995), it is likely that replacement habitat will be required by CDFG. The guidelines include specific mitigation to protect nesting and wintering owls and to compensate for loss of breeding sites. In general, if the project would remove habitat of an occupied breeding site (e.g., if an active nest and surrounding habitat are removed), the project proponent will be required to compensate by preserving 6.5 acres of suitable habitat for each active nest site. In addition, the project proponent must install artificial burrows to offset the direct loss of the breeding site. Implementation of this mitigation measure shall be confirmed by the City of Winters prior to the initiation of construction activity.

27. Mitigation Measure #5: The project proponent shall mitigate for potential project-related impacts to Swainson's hawk foraging habitat by complying with the Yolo County Memorandum of Understanding (MOU) regarding project–related impacts to Swainson's hawk foraging habitat. The MOU requires the project proponent mitigate at a 1:1 ratio for every acre of suitable Swainson's hawk foraging habitat that is impacted by the project. A fee shall be collected by the City of Winters for impacts to 26.4 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 annually and the project proponent shall be charged at the rate per acre at the time of project approval. 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.

28. Mitigation Measure #5.1: (a) If the project can avoid ground disturbing activities that would affect the hydrology of the wetland or avoid fill into the wetland, then no mitigation for impacts to special status invertebrates is required. A buffer around the seasonal wetland would be required to ensure that any possibility of take is avoided. The amount of this buffer would be determined by a qualified biologist based on a site-specific determination of hydrology and shall not be less than 20-feet. If impacts to the wetland will not be avoided, then consultation and on-site inspection with USFWS shall determine whether the Service will require protocol surveys to be conducted to determine presence or absence of the listed species. If as a result of the consultation or protocol level surveys it is determined that the species are absent, then no mitigation is required. If the species are present, or if the project proponent decides to assume presence by not conducting the surveys if such surveys are required by USFWS, then compensatory mitigation will be required. If compensatory mitigation is required and there is no federal regulatory lead agency (as is the case with this project), the project proponent, through coordination with the USFWS, would prepare a project-level Habitat Conservation Plan under Section 10 of the federal Endangered Species Act. The project-level HCP

will identify specific actions including the amount of compensation that is required. Typically, impacts on these species require replacement of the habitat acreage at a 3:1 ratio (1:1 preservation and 2:1 creation). The City of Winters shall confirm implementation of this mitigation measure prior to the issuance of a grading permit.

(b) Notwithstanding the Corps' determination, the California Department of Fish and Game (CDFG) retains jurisdiction over State biological resources including wetlands, and should be contacted regarding any separate regulatory authority or requirement they may have for vernal pool species. Prior to the commencement of work on the Callahan Estates project site, the applicant shall contact the CDFG regarding their potential jurisdiction over wetlands that exist on the project site and comply with all requirements, if any, established by CDFG arising from this consultation with the Department.

29. Mitigation Measure #5.2: (a)Pursuant to General Plan Policy VI.C.2, the applicant must replace loss of riparian and wetland habitat acreage and/or value on at least a 1:1 basis. 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 at the wetlands site in the northeast corner of the Winters Highlands property. Implementation of this condition shall be based on baseline data concerning existing native species. Study expenses shall be borne by development.

    (b) Additional field investigation shall be undertaken by a qualified wetlands specialist to establish the condition of the Highland Canal and to determine the potential for it to be subject to CDFG jurisdiction. The following information shall be provided: the source and terminus of the drainage, whether the feature is natural or artificial, and what its current and historical purpose is relative to water delivery. Prior to the commencement of work on the Callahan Estates project site, the applicant shall contact the CDFG regarding their potential jurisdiction over habitat or species within the Highland Canal and comply with all requirements, if any, established by CDFG arising from this consultation with the Department. If the Highland Canal is found to be subject to CDFG jurisdiction, it shall also be included in the calculation of total loss of habitat for which City General Plan Policy VI.C.2 requires 1:1 mitigation.

30. Mitigation Measure #6: 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.

31. Mitigation Measure #7: Grading of the site, design of foundations for proposed structures and construction of other related facilities on the property shall follow the criteria identified in the Geotechnical Investigation (Terrasearch Inc, June 6, 2003) prepared for the project.

32. Mitigation Measure #8: Prior to development of the property, two soils samples in the southwest area of the site shall be tested for organochloride pesticides and metals (arsenic, lead, and mercury), following the protocol recommended in the Environmental Site Assessment (ESA) (Terrasearch, July 14, 2003). Other recommendations of the ESA shall be followed during grading and site preparation activities.

33. Mitigation Measure #9: 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.

34. Mitigation Measure #10: 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.

35. Mitigation Measure #11: 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, or other acceptable mechanisms.

36. Mitigation Measure #12: The applicant shall pay park mitigation fees to satisfy the obligation for 2.70 acres of developed parkland. The applicant is responsible for the value of the land plus the value of the improvements that would have otherwise been required in order to satisfy the General Plan goal.

37. Mitigation Measure #13: 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").

38. Mitigation Measure #13.1: a) 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** b) 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.

39. Mitigation Measure #13.2: 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 Highlands, Ogando, or Creekside (i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents").

40. Mitigation Measure #13.3: 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.

41. Mitigation Measure #14: The applicant shall be required to complete all 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. The applicant shall be required to construct right-of-way improvements on Niemann Street to West Main Street, Anderson Avenue to West Main Street, and extend West main Street from the extension of Niemann Street to the existing northerly terminus of West Main Street within the Carter Ranch development. All roadway improvements at the Main Street and State Route 128 (Grant Avenue) intersection shall meet applicable Caltrans highway standards.

42. Mitigation Measure #15: The proposed systems for conveying project sewage, water, and drainage shall be finalized and approved by the City Engineer prior to final map.

43. Mitigation Measure #16: A separate CEQA analysis shall be conducted to clear the proposed sewer pump station site for construction and to clear the construction of any offsite infrastructure needed outside of existing roadways and for which a prior CEQA clearance can not be used.

44. Mitigation Measure #17: 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. If expansion of the WWTP is required for the project, 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.

45. Mitigation Measure #18: 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. Building permits shall be issued for individual units only after the City has established that water supply will be available to serve the units.

Community Development

46. 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.

46.1 Construction on Lot 1 shall implement the recommendations of a plan-specific noise study to address potential noise from a municipal well operating on Parcel X.

47. Foundations shall be poured in place, onsite. No pre-cast foundations will be permitted. This shall be stipulated in all construction contracts.

48. Address numbering shall be plainly visible from public view using lettering that is a minimum of four inches in high with contrasting colors. Naming of streets and address numbering shall be completed by a committee comprised of the Community Development Department, the Fire District, the Police Department, and the Postal Service.

49. The applicant shall pay all development impact fees, fees required by other entities, and permit fees.

50. 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.

51. MAP CORRECTIONS (all sheets): **a)** The "Notes" on the tentative map describing proposed Parcel X shall be modified to correctly refer to the parcel as "Parcel X" rather than "Lot X" and the square footage shall be modified to "3,939" rather than "3,913". **b)** The "Notes" shall also be modified to reflect the true "owner" and "subdivider" as represented by the applicant. **c)** The "Notes" and the map shall be modified to identify Parcels E, F, and G as "open space" lots proposed to be dedicated to the City. **d)** The tentative map shall be modified for Lots 1 through 16 to remove the references to a "common driveway". This feature, if allowed, will be addressed during the subsequent Design Review process for these lots. **e)** Proposed Parcel C, which would be an exchange parcel from Winters Highlands to Callahan Estates, shall be increased in size on the tentative map from 1,884 square feet as shown to include the half-street cross-section frontage right-of-way on D Street to the east side of the alley and the full cross-section right-of-way for the alley to the centerline of D Street. **f)** Insets 8A, 8B, and 8c on Sheet 2 that depict lot setbacks are not approved and shall be removed from the map. **g)** The bike path on Parcels F and G shall be dimensioned and labeled as a Class I

facility. **h)** The south boundary of Lot 38 shall align with the south boundary of Lot 23. The extra area will go into Lot F as a part of the open space.

52. Pursuant to Section 8-1.6015.C and Section 8-1.6015.I of the Zoning Ordinance related to the required CEQA Mitigation Monitoring Plan, sign-off on the completion of each mitigation measure in the adopted Mitigation Monitoring Plan (MMP) shall constitute the required "Program Completion Certificate".

53. The Mitigation Monitoring Plan shall be adopted pursuant to the requirements of Section 8-1.6015.F and implemented pursuant to Section 8-1.6015.G and Section 8-1.6015.H, of the Zoning Ordinance.

54. Pursuant to the Mitigation Monitoring Plan (MMP), the applicant shall fund the costs of implementing the MMP including the payment of fees specified in Section 8-1.6015.J of the Zoning Ordinance.

55. Pursuant to Section 8-1.6015.E of the Zoning Ordinance related to the required CEQA Mitigation Monitoring Plan (MMP), the following items shall apply and shall be amended into the MMP:

    a) The adopted MMP shall run with the real property that is the subject of the project and successive owners, heirs, and assigns of this real property are bound to comply with all of the requirements of the adopted Plan.

    b) Prior to any lease, sale, transfer, or conveyance of any portion of the real property that is the subject of the project, the applicant shall provide a copy of the adopted Plan to the prospective lessee, buyer, transferee, or one to whom the conveyance is made. This does not apply to sales of individual single-family lots to homebuyers.

    c) The responsibilities of the applicant and of the City, and whether any professional expertise is required for completion or evaluation of any part of the Plan, shall be as specified in the Plan and as determined by the Community Development Director or designated Project Monitor in the course of administering the MMP.

    d) Cost estimates for the implementation of this Plan and satisfaction of each measure are not known or available, but shall be developed by the applicant in the course of implementing each mitigation measure.

    e) Civil remedies and criminal penalties for noncompliance with the adopted MMP are as specified in Section 8-1.6015.K, 8-1.6015.L, and Section 8-1.6015.M of the Zoning Ordinance.

55.1 The West Main Street (South of "C" Street) cross-section (Inset #6) shall be deleted. The map shall be modified to show the West Main Street ("C" Street to "D" Street) cross-section (Inset #5) as extending south of C Street. Lots 101 through Exchange Parcel A shall be shifted eastward 15 feet. Lot 101 shall be modified to show the widening of Taylor by 15 feet to accommodate a Class I trail system.

Design Review

56. 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.

57. Repetition of facades within builder tracts (subdivisions) shall be avoided. Abrupt changes in facades between builders shall be avoided.

58. In order to achieve architectural diversity, the developer shall offer five floor plans and 25 elevations (five per plan). 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. 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.

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.

59. 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.

60. 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.

61. Units on opposing sides of a street shall be compatible in terms of design and color.

62. 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.

63. Entry walks to individual residences shall be separated from the driveway by a landscaped area.

64. Exterior colors on residential units shall not be restricted.

65. 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.

66. Fencing and parking shall be consistent with the applicable requirements of Section 8-1.6001 and 8-1.6003 of the Zoning Ordinance.

67. Landscaping and signage shall be consistent with the applicable requirements of Section 8-1.6004 and 8-1.6005 of the Zoning Ordinance.

67.1 UNIVERSAL DESIGN: 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.

67.2 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.

67.3 Site plans and landscaping plans for Parcels E, F, and G shall be submitted for design review and approval prior to issuance of residential building permits. These parcels 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.

67.4 Specifications and landscaping for the special treatment proposed at the intersection of Anderson Avenue and West Main Street shall be submitted for design review and approval prior to issuance of residential building permits.

67.5 Homes on lots along Taylor Street shall be oriented to face Taylor Street, rather than to the local streets. Design for these homes shall include wrap-around porches with front doors facing Taylor Street.

Affordable Housing

68. The tentative map and affordable housing plan shall be modified to denote that the applicant's obligation to deed restrict 18 lots as affordable has been changed and that the applicant shall now be required to pay an in lieu fee and to "move" four of the units previously designated for moderate-income residents to the adjacent Hudson-Ogando project, also owned by the applicant

69. Prior to recordation of the Final Map, an inclusionary housing agreement shall be prepared and executed by the applicant.

70. The applicant shall not be required to construct affordable units on-site. Condition #70 is deleted.

71. The applicant shall not be required to construct affordable units on-site. Condition #71 is deleted.

Street Improvements

72. All proposed roads within the subdivision shall comply with the City's Public Works Improvement Standards and Construction Specifications, dated September 2003.

72.1 The installation of a traffic signal at the Grant Avenue and Interstate 505 northbound off ramp per Mitigation Measure #13 has been completed. Condition of Approval #72.1 has been satisfied.

73. West Main Street:

a) Full improvements shall be constructed from the northern terminus of existing West Main Street to the Northern terminus of this Tentative Map with the first final map on the project. Applicant shall acquire the necessary right of way for this purpose on the Winters Highlands property prior to approval of the first final map.

b) The extension of West Main Street from the northern terminus of the Tentative Map to the proposed Niemann Street shall be constructed with the first Final Map on the project. Interim street improvements may be approved by the City Engineer. If approved by the City Engineer, the minimum interim roadway improvements shall consist of two 12-foot lanes with 6- foot shoulders on each side and a temporary 10 foot wide asphalt concrete Class 1 pedestrian/bike lane on the east side or west side (to be determined during design) of roadway. The structural street cross section shall meet City design and construction standards. Approval of any request for deviation in the minimum roadway improvements shall be at the sole discretion of the City Engineer. Applicant shall acquire the necessary right of way on the Winters Highlands property prior to approval of the first final map. Interim improvements that are of a temporary nature shall be constructed at the sole expense of the Applicant. Any permanent improvements constructed that are subject to reimbursement shall be reimbursed subject to the terms of a reimbursement agreement.

c) The project proponent shall install a traffic signal at the Grant Avenue and West Main Street intersection prior to the issuance of the 50th building permit. The signal is to be constructed at applicant's expense subject to reimbursement from the City Development impact fees through a reimbursement agreement.

74. Taylor Street:

a) If the Winters Highlands property is not developed prior to the development of the Callahan Project, then the Applicant shall acquire the land on the Winters Highlands property in order to facilitate the interim or full construction of Taylor Street as shown on the Tentative Map. Applicant shall acquire the needed right-of-way prior to approval of final map on Project for any phase having lots which front on Taylor Street. Interim street improvements may be approved by

the City Engineer. The minimum interim roadway improvements shall consist of two 12-foot lanes with an 8-foot parking lane on the east side. The structural cross section shall meet City design and construction standards. Approval of any request for deviation in these minimum roadway standards shall be at the discretion of the City Engineer. Interim improvements that are of a temporary nature shall be constructed at the sole expense of the applicant. Any permanent improvements constructed that are subject to reimbursement shall be reimbursed subject to the terms of a reimbursement agreement.

b) Taylor/"A" Street knuckle to the south of the Callahan Tentative Map boundary and west of the Hudson-Ogando Tentative Map boundary through the Ogando property shall be constructed as part of the Callahan Estates Development and shall be constructed with the same cross section dimensions with the Ped/bike landscape corridor on the west side and the sidewalk on the east side. The Callahan Estates development shall participate in sharing 50% of the cost for acquisition of right of way and construction of full improvements of this section of roadway with the Hudson-Ogando development.

75. Niemann Street: Niemann Street from its existing westerly terminus to W. Main Street is off-site and shall be included with the development of the Callahan project. Improvements shall consist of full improvements on the south side of Niemann with the addition of a 12-foot travel lane and 4-foot shoulder on the north side of Niemann. The extension of Niemann Street shall be constructed with the first Final Map of development. Improvements subject to reimbursement shall be reimbursed subject to the terms of a reimbursement Agreement.

76. Anderson Avenue:

a) Anderson Avenue from its existing westerly terminus to W. Main Street is off-site and shall be included with the development of the first Final Map of the Callahan project to serve the existing Middle School on Anderson Avenue. Applicant shall construct full roadway improvements. Applicant shall acquire the needed right-of-way prior to approval of the final map. Improvements subject to reimbursement shall be reimbursed subject to the terms of a reimbursement agreement.

b) Anderson Avenue from Taylor Street to A Street shall include enhanced sidewalk landscape corridor. The 10-foot sidewalk along Anderson Avenue from Taylor Street to A Street shall not be classified as a bike path. Sidewalk within driveway locations shall have a minimum 6-inch PCC section.

c) Anderson Avenue shall be 46-feet from curb-to-curb. The cross-section shall include 6-foot parkway strips and 5-foot sidewalks on both sides.

77. "D" Street: The Applicant shall acquire the land on the Winters Highlands property prior to approval of a final map in order to facilitate interim or full construction of "D" Street as shown on the Tentative Map, Interim street improvements may be approved by the City Engineer. The minimum interim roadway improvements shall consist of two 12-foot lanes with an 8-foot parking lane on south side. The structural street cross section shall meet City design and construction standards. Approval of any request for deviation in the minimum roadway improvements shall be at the sole discretion of the City Engineer. Interim improvements that are of a temporary nature shall be constructed at the sole expense of the Applicant. Any permanent improvements constructed that are subject to reimbursement shall be reimbursed subject to the terms of a reimbursement agreement.

78. The tentative map shall be modified to make C Street a secondary collector (62-foot right-of-way) from West Main Street to Taylor Street.

79. Parcel X and City Drainage Pond Access Property- Parcel X and City owned drainage Pond Access property shall be landscaped to the satisfaction of the Community Development Director and City Engineer. This location may also be utilized for public works infrastructure improvements, such as water wells, and pump stations. The City Engineer will have final approval.

80. Lot "A", "B", "C", and "D" Areas of Exchange: Applicant shall execute lot line adjustment for lots C and D between the Callahan property and the Winters Highlands property prior to submittal of the first final map and improvement plans. The net result will be that Lot "C", fronting "D" Street, will be incorporated as part of the Callahan tentative map and Lot "D", fronting West Main Street, shall be incorporated as part the Winters Highlands tentative map.

81. 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.

82. Local Streets: Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA. All sidewalks at driveway locations shall be 6-inch PCC.

83. Tentative Map Street Cross-Sections, Sheet 1 of 1, dated January 13, 2005). Conditions and Changes shall be made as follows:

    a) 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.

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

    c) 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

84. 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 oversize improvements on a pro rata basis per the Project level Development Agreement.

85. Deleted

86. 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.

87. 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.

88. To accommodate the storm water project run-off and pass-through run-off from project 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 acquire necessary land 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.

89. Construction materials for storm drainpipes within the water table shall be pre-cast rubber-gasket reinforced concrete pipe (RGRCP).

90. 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.

91. 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. Deviation from this condition may be allowed subject to approval by the City Engineer.

92. Drainage fees shall be paid prior to issuance of a building permit.

93. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.

94. 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.

95. 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.

96. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit.

97. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less that 1 acre shall include a BMP to be approved by the City Engineer.

98. Deleted.

99. 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.

100. Where possible landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. All other slopes shall comply with the City of Winters Public Works Improvements Standards. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.

101. All inactive portions of the construction site, which have been graded will be seeded and watered until vegetation is grown.

102. Grading shall not occur when wind speeds exceeds 20 MPH over a one hour period.

103. Construction vehicle speed on unpaved roads shall not exceed 15 MPH.

104. Construction equipment and engines shall be properly maintained.

105. 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.

106. Construction practices will minimize vehicle idling.

107. Potentially windblown materials will be watered or covered.

108. Construction areas and streets will be wet swept.

Wastewater and Sewer Collection System

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

110. 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.

111. 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.

112. The applicant shall pay the cost associated with all improvements, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for reimbursable improvements. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.

113. 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.

114. 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 and

associated conveyance pipelines for service of the property by the Wastewater Treatment Plant. 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. 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.

115. DELETED

116. Deleted.

117. Construction of sewer mains deeper than 16-feet at the bottom of the pipe shall be connected to laterals by a parallel mains and connections at Manholes

Water Infrastructure

118. Deleted.

119. If required, per the Subdivision Map Act , 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.

119.1 The installation of a water well per Condition #45 and Mitigation Measure #18 has been completed. Condition of Approval #119.1 has been satisfied.

120. The installation of a water well per Condition #45 and Mitigation Measure #18 has been completed. Condition of Approval #120 has been satisfied

121. 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.

122. 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.

123. 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.

124. 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.

125. The City of Winters Plan Review Fee applies and is due upon submittal of the maps and plans for review.

126. 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.

127. 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.

128. 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 City of Winters Fire Department for replacement purposes.

129. 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.

130. 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.

131. Forty-eight hours notice shall be given to the Winters Fire District prior to any site inspections.

132. A hydrant use permit shall be obtained from the Public Works Department, for water used in the course of construction.

133. 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.

134. 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.

135. 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.

136. All residences shall have fire suppression sprinkler systems meeting or exceeding NFPA 13-D. Water laterals shall be appropriately sized to accommodate sufficient water flows for fire suppression sprinkler systems.

General Public Works and Engineering Conditions

137. 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.

138. 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.

139. 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.

140. 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.

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

142. A registered landscape architect shall design public landscape and privacy wall improvements and improvements shall be per City Standards, as applicable.

143. 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.

144. 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.

145. 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.

146. 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

147. 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.

148. 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.

149. 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.

150. At the time of making the survey for the final map, the engineer or surveyor shall set sufficient durable monuments to conform to 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

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

152. 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.

153. A five (5) foot public utility easement back of sidewalk, adjacent to all public streets within the development shall be dedicated to the City. Additional easements shall be dedicated as requested by the utility companies and approved by the City.

154. 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 that set of improvement plans and final map.

Reimbursements for Applicant Install Improvements

155. 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

156. 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.

157. 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.

158. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans.

159. 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.

160. 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.

161. Conform to County Health regulations and requirements for the abandonment of a septic tanks and water wells.

162. 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.

163. The area of each lot, in square feet, shall be calculated and shown on the Final Map.

164. Encroachment permits if necessary from will be acquired from Yolo County, Cal-Trans, and PG&E.

165. 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.

166. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers.

167. 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.

168. 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.

callahan conditions.031505 final.doc