



**Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, October 4, 2016
6:30 p.m.
AGENDA**

Members of the City Council

*Cecilia Aguiar-Curry, Mayor
Bill Biasi, Mayor Pro-Tempore
Harold Anderson
Jesse Loren
Pierre Neu*

*John W. Donlevy, Jr., City Manager
Ethan Walsh, City Attorney
Nanci Mills, City Clerk*

PLEASE NOTE – The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Councilmembers. Public comments time may be limited and speakers will be asked to state their name.

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

At this time, any member of the public may address the City Council on matters, which are not listed on this agenda. Citizens should reserve their comments for matter listed on this agenda at the time the item is considered by the Council. An exception is made for members of the public for whom it would create a hardship to stay until their item is heard. Those individuals may address the item after the public has spoken on issues that are not listed on the agenda. Presentations may be limited to accommodate all speakers within the time available. Public comments may also be continued to later in the meeting should the time allotted for public comment expire.

CONSENT CALENDAR

All matters listed under the consent calendar are considered routine and non-controversial, require no discussion and are expected to have unanimous Council support and may be enacted by the City Council in one motion in the form listed below. There will be no separate discussion of these items. However, before the City Council votes on the motion to adopt, members of the City Council, staff, or the public may request that specific items be removed from the Consent Calendar for separate discussion and action. Items(s) removed will be discussed later in the meeting as time permits.

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, September 6, 2016 (pp. 4-9)
- B. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, September 20, 2016 (pp. 10-15)
- C. Funding Authorization and Consultant Agreement with Wood Rodgers for Flood Hazard Evaluation in Northeast Area of City's General Plan (pp. 16-32)
- D. Resolution 2016-33, a Resolution of the City Council of the City of Winters Approving a Grant Deed for Fire Separation Easement and Resolution 2016-34, a Resolution of the City Council of the City of Winters Approving the Interceptor Site Easement Agreement for Hotel Winters, LLC (Downtown Hotel) Parcel Map #5080 (pp. 33-86)

PRESENTATIONS

None

DISCUSSION ITEMS

1. None

CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS COMMUNITY DEVELOPMENT AGENCY

1. None

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the October 4, 2016 regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on September 29, 2016, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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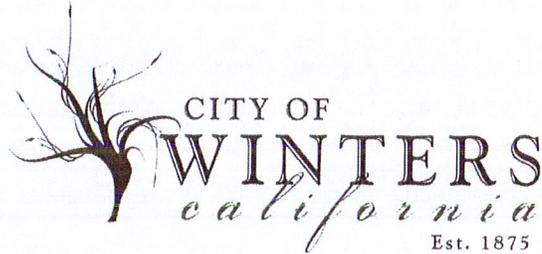
City Hall – Finance Office - 318 First Street

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Wednesday at 10:00 a.m.

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Minutes of the Regular Meeting of the
Winters City Council Held on September 6, 2016

Mayor Cecilia Aguiar-Curry called the meeting to order at 6:30 p.m.

Present: Council Members Harold Anderson, Bill Biasi, Jesse Loren, Pierre Neu, and Mayor Cecilia Aguiar-Curry
Absent: None
Staff: City Manager John Donlevy, City Attorney Ethan Walsh, Police Chief John Miller, Public Works Superintendent Eric Lucero, Economic Development/Housing Manager Dan Maguire, Environmental Services Manager Carol Scianna, Building Official Gene Ashdown, Police Officers Jose Hermosillo and Alan Pinette, Chaplain Robert Duvall, and Management Analyst Tracy Jensen.

Sandy Vickrey led the Pledge of Allegiance.

Approval of Agenda: Motion by Council Member Neu, second by Council Member Biasi to approve the agenda with no changes. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Aguiar-Curry
NOES: None
ABSENT: None
ABSTAIN: None

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: Winters Senior Foundation members Wally & Sharon Pearce presented Mayor Aguiar-Curry with a personalized Winters Senior Foundation T-shirt where she accepted it on behalf of her father, Joe Aguiar.

Joe Tramontana asked Council not to forget the 4.5% tax from 2009 that will be considered once again in 2017. He asked Council to please consider it as it

hurts a lot of residents, including seniors. Joe also commented about the fast drivers crossing the bridge and said an accident is inevitable. Stop or yield signs should be considered.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, August 2, 2016
- B. Project Budget Sheet and Consultant Services Agreement with Fehr & Peers – Traffic Circulation Master Plan Update, Project No. 16-04
- C. Wastewater Treatment Facility Monitoring Services with Luhdorff & Scalmanini for Extension of Contract
- D. Water Resource Association (WRA) Chromium 6 and Storm Water Grant Agreements
- E. Yolo-Solano Air Quality Management District (YSAQMD) Bike Train Grant Award
- F. Walnut Park Shade Structure Installation Contract Award
- G. RFP (Request for Proposal) for a Comprehensive Fee Study and Cost Allocation Plan
- H. Replacement of Junction Box at East St. Headworks
- I. League of California Cities 2016 Annual Conference Resolution
- J. Well #6 Flow and Pump Test Retrieve Sample

City Manager Donlevy gave an overview. Motion by Council Member Neu, second by Council Member Loren to approve the Consent Calendar. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Aguiar-Curry
NOES: None
ABSENT: None
ABSTAIN: None

PRESENTATIONS

Presentation of Winters Police Department's Volunteer and Cadet Program by Officer Alan Pinette and Chaplain/VIP Robert Duvall

Winters Police Officer Alan Pinette introduced new Winters Police Cadets Roberto Cuevas, Gloria Castro, and Matthew Montgomery, who are all Winters High School students who are looking forward to pursuing careers in law enforcement. Officer Pinette said the goal of the cadet program is to take those who are interested in law enforcement, guide them in that direction and give them the opportunity to serve the city.

Chaplain Robert Duvall first introduced Kepi, a crisis intervention dog who assists in critical incidents and civilian crisis who has logged in over 600 hours of service since December, 2015. Kepi is shared with the rest of Yolo County and has also been invited to support Solano County. Kepi was also requested by Cal Fire to represent Winters at the Lower Lake fire.

Robert has been on board as Chaplain since 2013 and has coordinated the volunteer program (VIPS). He introduced two volunteers: Benita McCauley, a food safety inspector, and Sharon Vigil, an office tech with the CHP who has a passion for law enforcement.

Presentation of Winters Police Department's Reserve Program by Officer Jose Hermosillo

Winters Police Officer Jose Hermosillo introduced Winters Reserve Police Officer James Hamilton, who is 100% volunteer and wants to dedicate his spare time to the department. James, who graduated from the Napa Police Academy in December, 2015, will complete his training with three different officers and then will go solo. City Manager Donlevy then gave the Oath of Office and James thanked his family and friends for their support and said he looked forward to serving the citizens of Winters.

DISCUSSION ITEMS

1. Planning Commission Appointment

Council Member Neu said it was difficult to select the new Planning Commissioner as all of the candidates were very good and all of them would be very capable of serving. The Planning Commission Interview and Selection Committee, consisting of Council Members Neu and Biasi, brought forward the names of three finalists, Gregory Contreras, Sarah McCullough and Albert Vallecillo, and recommended Gregory Contreras to the City Council.

Council Member Biasi echoed Council Member Neu's comments and said they agreed unanimously on the recommendation of Gregory Contreras.

Motion by Council Member Neu, second by Council Member Anderson to appoint Gregory Contreras to the Planning Commission to fill the vacancy on the left by Bill Biasi's election to the City Council. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Aguiar-Curry
NOES: None
ABSENT: None
ABSTAIN: None

2. Parking Committee – Parking Consultant Recommendation

Council Member Anderson recused himself due to a possible conflict of interest.

City Manager Donlevy gave an overview. Parking Committee members Sandy Vickrey, Chris Turkovich, Gino Mediati and Peter Hunter were present and confirmed the recommendation to hire Kimley-Horn and added the City should fund the parking study and discuss additional funding once the study is completed. Mayor Aguiar-Curry expressed concern that once the parking study is completed, it will not be implemented. The City is unable to fund the study on its' own and needs a buy-in from the property owners and the rest of the community. Chris Turkovich said the Parking Committee has concentrated on parking and said they are not funding or budgeting experts and as a member of the Parking Committee, he said it's hard to ask for contributions for something that doesn't exist. But once the plan is in place, it will be easier to collect contributions. Sandy Vickrey said Peter Hunter helped save money by drawing up an RFP at no cost and we have received what we wanted from the consulting firms. We know where we are now but we need an expert in the field to help us project the future and tell us what it's going to look like. Peter Hunter said there is saturated parking at certain times and the City should make an investment in the parking future. The Parking Committee asked the consultant to come up with strategies with an implementation plan to follow. Outreach to business and property owners can be conducted when something tangible can be presented.

Council Member and Parking Committee member Bill Biasi thanked the committee for their hard work and asked about the possibility of a downtown master plan or a downtown business improvement district to collect funds to go toward parking. He suggested spreading the responsibility and not burden the small business owner and added the City should cover the cost and then recoup the money from the downtown business improvement district. We need to move forward and we're behind schedule. The Urban Community Partners project is on hold because there is no parking solution. Council Member Loren said the developer for the downtown hotel, which will impact parking, needs to have more skin in the game and suggested the developer be revisited. Council Member Neu agreed with Council Member Biasi in that the parking committee has done an excellent job and has been a committee worth serving on, and also agreed that it will be difficult to get buy-in. City Manager Donlevy said the parking committee is made up of business owners and residents but there is not a single property owner who is active on the parking committee. Economic Development Manager Dan Maguire said Kimley-Horn may entertain a discussion for a revised scope of work. City Manager Donlevy said an implementation plan with steps will be created and distributed to property owners and a contract will come back to Council on 9/20/16. Mayor Aguiar-Curry thanked the parking committee for moving the ball.

Council Member Anderson returned to the dais at this time.

3. Request for Release from Affordable Housing Obligation for the Winters Village East Condominiums

Housing Programs Manager Dan Maguire gave an overview. Council Member Biasi asked if the request had gone to the Affordable Housing Steering Committee. Dan replied that it had not due to the sense of urgency from the property owner to release the affordable housing obligation before the white papers are received. City Attorney Ethan Walsh said this is a unique situation. The property owner met his obligations but there are different rules in place now. Council has the discretion to come up with a solution and/or request in lieu fees. Council Member Neu said he is not a fan of in lieu fees but in this case given the size of the project, accepting the in lieu fee is appropriate. Council Member Biasi said the City has included affordable housing in recent apartment complexes over and above what is required, so taking the in lieu fee is appropriate.

Motion by Council Member Neu, second by Council Member Loren to approve the proposed release from the affordable housing obligation and accept an in lieu fee. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Aguiar-Curry
NOES: None
ABSENT: None
ABSTAIN: None

4. Remodel North Side of Old Police Department into an Accessible Compliant Conference/Training/Overflow Room

Public Works Superintendent Eric Lucero gave an overview. Council Member Anderson asked if the proposed doors are big enough to serve as emergency exits. Eric said the doors will be 36" wide, push-bar type, which meets building regulations. Council Member Loren confirmed the sink area will include countertop with electrical outlets. Council Member Biasi asked if the roof had been checked and Eric said a visual check showed no issues. City Manager Donlevy said most of the cost of the remodel will come out of the general fund and will be cost allocated from various departments.

Motion by Council Member Loren, second by Council Member Neu to approve the remodel. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Aguiar-Curry
NOES: None
ABSENT: None
ABSTAIN: None

5. **Memorandum of Understanding with the Yolo County DA's Office for a High Tech Crimes Unit**

Winters Police Chief Miller said digital evidence is important and the ability to maintain digital evidence requires costly hardware and software. As a result, the Yolo County DA's office formed a High Tech Crime Unit (HTCU), which will receive proportionate contributions from agencies throughout Yolo County and is ensured through a multi-agency MOU. The Winters Police Department was unable to make the financial commitment, so a future Winters Police Reserve Officer was brought on to fulfill the financial obligation for 2016/2017 and will be budgeted for the 2017/2018 term. Jeff Stanton will become a Winters Police Reserve Officer in February after he receives his POST certification and will assist in complex investigations.

Council Member Anderson thanked Chief Miller for bringing this MOU to their attention. He didn't know if it was not funded and we need to look to the budget in the future. City Manager Donlevy added the annual proportionate contribution is general fund money. The City's budget is tight and this is a huge win for us.

CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS COMMUNITY DEVELOPMENT AGENCY

1. None

CITY MANAGER REPORT: The last agenda item was a good example of tough decisions that must be made and Chief Miller's industriousness paid off. August has been a good month to catch up and Walnut Park is looking good. Attended a 2X2 meeting with the Yolo County supervisors regarding tourism and discussed a strategy on how to move forward. The downtown hotel will go before the Planning Commission on 9/27 and a crane for the PG&E project will arrive the week of 9/19, with the first walls expected to go up on 9/29. City Hall is being painted and the carpet on the stairs and foyer will soon be replaced. This weekend is opening weekend for AYSO soccer and includes 46 teams in all age divisions: 467 kids, 60 coaches/assistant coaches. Games will be played at Waggoner Elementary School and Blue Oak Park.

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 8:55 in honor of City Clerk Nanci Mills and asked her to get well quick.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



Minutes of the Regular Meeting of the Winters City Council
Held on September 20, 2016

Mayor Cecilia Aguiar-Curry called the meeting to order at 6:30 p.m.

- Present: Council Members Harold Anderson, Bill Biasi, Jesse Loren, Pierre Neu and Mayor Cecilia Aguiar-Curry
- Absent: None
- Staff: City Manager John Donlevy, City Attorney Ethan Walsh, City Clerk Nanci Mills, Environmental Services Manager Carol Scianna, Police Chief John Miller, Economic Development/Housing Manager Dan Maguire, Public Works Superintendent Eric Lucero, Contract Engineer Alan Mitchell and Management Analyst Tracy Jensen.

Michael Martin led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy requested Discussion Items 1 and 2 be taken in reverse order. Motion by Council Member Neu, second by Council Member Anderson, to approve the agenda with this change. Motion carried with the following vote:

- AYES: Council Members Anderson, Biasi, Loren, Neu, and Mayor Aguiar-Curry.
- NOES: None
- ABSENT: None
- ABSTAIN: None

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

CONSENT CALENDAR

- A. Salmon Festival Funding Request
- B. Request for Street Closure and Amplified Sound Permit Application for Annual Homecoming Rally, Friday, October 7, 2016
- C. Amplified Sound Permit Application for the City of Winters Hispanic Advisory Committee Festival de la Comunidad and Carnitas Cook-Off, Saturday, September 24, 2016

City Manager Donlevy gave an overview. Motion by Council Member Neu, second by Council Member Loren to approve the Consent Calendar. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, and Mayor Aguiar-Curry.
NOES: None
ABSENT: None
ABSTAIN: None

PRESENTATIONS

DISCUSSION ITEMS

- 2. Update of City Park Improvements and Future of Wooden Play Structure

Public Works Superintendent Eric Lucero gave an overview of the City Park improvements that have been completed to date, including the installation of concrete paths connecting all sides of the park, painted basketball courts, installed benches, trimmed trees, eliminated some irrigation and installed DG on the north side of the park up to the grass. A group from the Mormon Church volunteered to paint the bathroom. Project Playground Committee Members Moyra Barsotti and Emarie VanGalio have voiced plans to take down the wooden playground structure and re-build it within two years.

Eric said the park is busy and thanked Wade and Kathy Cowan for their continued help and support throughout the project. Council Member Biasi announced a park meeting on 9/28 at Shirley Rominger @ 6pm, where they will meet with kids to get ideas for the new play structure that will be installed in place of the wooden structure. Council Member Loren also thanked staff for thinking of the skate park area. Mayor Aguiar-Curry said kudos to the entire staff for their work on City Park and called for a 5-minute break at 8:45 p.m.

1. Chromium 6 Compliance Plan Proposal- Kennedy Jenks

City Manager Donlevy gave an overview. Mayor Aguiar-Curry introduced Ron Turner, representative for Assembly Member Dodd, and asked him to provide information to AM Dodd about how small, rural communities like Winters are dealing with Chromium 6 (Cr6) compliance requirements.

Tim Williams, a consultant with Kennedy Jenks (KJ) gave a power point presentation. Council Member Anderson noted there was water storage in some of the alternatives considered. Tim said there are two types of treatment: one at the wellhead and one at the storage. Four of the five wells tested exceeded 10 ppb (parts per billion), with the exception of Well #2, which tested at 8 ppb. Mayor Aguiar-Curry equated 17 ppb with 17 grains of sand per billion grains of sand. Council Member Anderson asked if the City has secondary rights to Putah Creek. The City currently has a permit for underflow at Well #3 and would like to transfer the permit to Well #2 or #9, if possible, so the permit is not lost. Mayor Aguiar-Curry asked about the best treatment process. Kennedy Jenks is recommending Alternative 4, which would contain a larger footprint to accommodate a larger treatment plant, including above ground water storage. Council Member Anderson wanted to know the difference between the alternatives presented and asked how they are being prioritized. Tim reviewed the alternatives, taking many factors into account and not just the cost impacts. City Manager Donlevy noted the new regulations leave residents only a few years to adjust their payment to accommodate the July 2020 deadline and the new regulations also do not factor in senior or low income residents. He then reviewed the Residential Monthly Utility Rate Projections, including a 2015-2025 planning horizon based on 2,300 connections.

Mayor Aguiar-Curry said these costs will be detrimental to many families in town and asked Ron Turner what can be done for small communities in this situation. How did the measurement get down so low and why such a big jump? Fifty ppb to ten ppb requires a lot of action to get the legislation in place. She asked if AM Dodd could work with Council and the community to come up with solution that is manageable.

Gale Wingard suggested sending a letter to the WRA to change their attitude. This will be a hardship on many families and somebody has to say no.

Wade Cowan said there is no proven science to justify the decrease from 50 ppb to 10 ppb. Unaccountable people in Sacramento came up with this and it is a financial burden. Following the election, Wade suggested going from 50 ppb to 25 ppb and kill the 10 ppb.

Peter Hunter described 17ppb as 17 prunes in 45,000 bins of prunes, or 35 miles of prune bins stretched end to end and wondered what the city could do with this money.

Sandy Vickrey asked if the median household income was based on gross or net income (gross) and suggested a survey be taken to include all non-owner occupied properties as data from renters is also needed.

Dave Denebeim asked about the water rights of the Solano Irrigation District and whether a water swap would be possible. Tim said they explored the concept and it didn't work out.

Motion by Council Member Anderson, second by Council Member Neu to approve the preferred project (Alternative 4) and authorize the Well #9 test well. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, and Mayor Aguiar-Curry

NOES: None

ABSENT: None

ABSTAIN: None

3. Parking Study Update and Contract with Kimley Horn for Parking Consultant Services

Council Member Anderson recused himself due to a possible conflict of interest and did not return for the remainder of the meeting.

Mayor Aguiar-Curry reconvened the meeting at 8:51 p.m. City Manager Donlevy gave an overview and confirmed the disparity between the original and revised proposals from Kimley Horn. Council and staff discussed who would be responsible for funding for the study, the use of BID funding, and the possible use of Council discretionary funds. Council Member Neu said business owners will have to put up money for implementation and suggested they not be responsible for paying for the study and would rather use the BID money for the completion of the project instead of the study. Council Member Biasi agreed and said the chamber would not support a payment of \$5,000.

City Manager Donlevy agreed to put together a package to send to the Chamber board and will work on the groundwork, financing and mapping, with plans to bring this item back to Council in February or March, 2017. Mayor Aguiar Curry was adamant about Kimley-Horn giving the final presentation to Council and wants a full understanding of Task #3, Analysis of Current Parking Inventory and Utilization. City Manager Donlevy has spoken with Frederik Venter of Kimley-Horn, who has confirmed 8 hours of outreach, 8 hours of workshops (jointly with Planning Commission and City Council), and four hours for a presentation to Council or for an additional workshop.

Sandy Vickrey said the final presentation should be given by the end of the year so we don't lose momentum.

Stan Lester said the Design Review Committee thought parking wasn't a problem. The downtown hotel is the biggest beneficiary and they aren't kicking in for the study. He thanked the parking committee for working so many hours.

Sherry Lester said they invested in their own parking lot to be ADA compliant and now they're being asked to kick in for other people's parking areas. There should be some exemptions for some businesses who have already paid for their parking lot.

Gale Wingard said the downtown hotel project and the removal of the buildings has been going on for 18-24 months and asked how we got this far with no parking plan in place.

Chris Turkovich said as a business owner, it's a stretch to use BID money for the parking study. The City should use those funds for solutions, not for planning. He asked if the City could be paid back with TOT.

Wade Cowan said during meetings with the downtown hotel people, they agreed to a \$5,000 contribution for the parking study and they are committed to provide their fair share of whatever it takes to find a solution. If not for the study, then tap them for their fair share during implementation. He suggested the City pay for the study and the downtown hotel, downtown business owners and property owners should pay for the implementation.

Motion by Council Member Neu, second by Council Member Loren to approve the Consultant Services Agreement between the City of Winters and Kimley-Horn Associates for parking consultant services, with the City solely paying for these services. Motion carried with the following vote:

AYES: Council Members Biasi, Loren, Neu, and Mayor Aguiar-Curry.
NOES: None
ABSENT: Council Member Anderson
ABSTAIN: None

Mayor Aguiar-Curry thanked the Parking Committee for their work.

CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS
COMMUNITY DEVELOPMENT AGENCY

1. None

CITY MANAGER REPORT: Walls are going up at the PG&E site. City Manager Donlevy and Ed Scianna will be driving two shuttle buses on Sunday, 9/25, for 22 riders for a Roots to Wine tour of area wineries. A meeting with Congressman Garamendi on 9/19 regarding a 408 permit for the creek project went well. Staff met today at the elderberry preserve site with U.S. Fish and Wildlife representatives.

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 9:37 p.m.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: October 4, 2016
FROM: John W. Donlevy, Jr., City Manager
Alan L. Mitchell, City Engineer
SUBJECT: Funding Authorization and Consultant Agreement with Wood Rodgers, for flood hazard evaluation in northeast area of City's General Plan

STAFF RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to execute a Consultant Services Agreement with Wood Rodgers for up to \$150,335, for detailed evaluation of the existing flooding within the northeast ear of the city's General Plan boundary, and authorize up to \$38,750 from the City's Drainage Impact Fee account.

BACKGROUND:

In 2005, Wood Rodgers prepared the City's drainage master plans. The Moody Slough sub-basin report included an assessment of the flooding in the northeast portion of the city, which flows down from the north towards I-505 and then south to Putah Creek. Over the years, the overlaying of I-505 has exacerbated the problem. The 2005 analysis concluded the system is inadequate for flows, resulting in flooding over Grant Avenue and into Putah Creek. The master plans included

Although significant effort was expended to estimate the flows and resultant flooding, the 2005 study was based on previous information available at the time, which is now considered approximate and inadequate for FEMA to update the Flood Insurance Rate Maps (FIRM) with base flood elevations.

In 2008, new topographic mapping was developed by the Department of Water Resources (DWR), which covers the City as well as most areas north of the City. This information is a beneficial tool for future analysis and determination of base flood elevations.

In 2010, the County of Yolo developed a new hydrology manual which updated the rainfall depth, duration, and frequency parameters. In general, the design rainfall has increased, which may increase flooding in some parts of the study area.

Existing land-owners situated north of the city have made some changes to the terrain, and raised and relocated an irrigation channel with appurtenances, in support of their agricultural operation. These changes may influence the flooding characteristics of the area. In addition, the PG&E Facility project has modified and added some drainage facilities, which contribute to the operation of the drainage system.

DISCUSSION:

The City has been approached by a few property owners, whom own land west of I-505 and north of Grant Avenue. They may be interested in moving forward with future development and we have informed them of the constraints associated with the flooding, and made them aware of the need for an updated analysis of the existing drainage conditions.

Wood Rodgers was approached to provide a scope of work to provide this analysis. In response, they provided a proposal dated August 12, 2016. The scope of work will result in baseline flood hazard information, which can be used for future planning as development moves forward in this area.

The attached Consultant Services Agreement includes the scope of work, fee, and schedule. The major tasks will be to obtain the data from DWR and perform topographic survey, perform hydrologic and hydraulic analysis, and prepare a report. Wood Rodgers is the City's drainage consultant and the contract will be with the City and not the property owners.

Three of the majority land owners (Hostetler, Skreedon and Corbett) met with the City and Wood Rodgers, to review the scope of work and why it was needed, and how the information would benefit them. The City Manager realizes that the information will be beneficial for the City for future planning efforts, and agreed to fund twenty-five percent. The property owner group agreed to share in the balance of the cost of the work, with a fair-share allocation based on their acreage.

Staff requests the City Council authorize the City Manager to execute a Consultant Services Agreement with Wood Rodgers for up to \$150,335, and authorize up to \$38,750 from the City's Drainage Impact Fee account.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: The total cost for the project will be \$155,000, which includes the cost from Wood Rodgers, and costs for project management and peer review by the City Engineer. The City will set up a deposit account for the three property owner's funds, and the City will contribute \$38,750 out of Drainage Impact Fees.

ATTACHMENTS:

CSA - Wood Rodgers



**CONSULTANT SERVICES AGREEMENT
AGREEMENT No. 16-005WR**

THIS AGREEMENT is made at Winters, California, as of October ___, 2016, by and between the City of Winters ("the CITY") and Wood Rodgers (CONSULTANT)", who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the Proposal dated August 12, 2016.. Consultant shall provide said services at the time, place, and in the manner specified by this Agreement and Exhibit "A".

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Fees included in Exhibit "B", but in no event shall total compensation exceed One-Hundred-Fifty Thousand, Three-Hundred-Thirty-Five dollars (\$150,335), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and as described in Exhibit "B".

3. FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

5. EXHIBITS. All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

By: _____
John W. Donlevy, Jr., City Manager

CONSULTANT

By: _____
Jonathan L. Kors, Vice President

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

EXHIBIT "A"



August 12, 2016

Mr. John W. Donlevy, Jr., City Manager
City of Winters
318 First Street
Winters, California 95694

Dear Mr. Donlevy,

Subject: City of Winters, Proposal for Detailed Evaluation of the 100-Year and 200-Year Flood Hazard West of Interstate 505 Affecting the City's General Plan Area

This proposal has been prepared at the request of the City of Winters (City) for evaluating existing flooding within the City west of Interstate 505 (I-505). Wood Rodgers, Inc. (Wood Rodgers) understands that the City is working with potential developers north of East Grant Avenue and west of I-505 to evaluate future development proposals consistent with the City's General Plan. Evaluating existing drainage conditions within the City necessitates evaluating flooding influences north of the City and the drainage corridor adjacent to I-505, and accounting for changes in Yolo County rainfall standards.

BACKGROUND

Wood Rodgers prepared the City's previous Master Plan in 2005, which was divided into two flood influence areas (with some overlap). The Dry Creek watershed located primarily in the western portion of the City and the Putah Creek watershed along the southern edge of the City were modeled and evaluated in one report (Dry Creek/Putah Creek Sub-basins Drainage Report). The Moody Slough watershed was evaluated in a second report (Moody Slough Sub-basin Drainage Report), which included an assessment of the flooding into and out of the Moody Slough corridor from other adjacent watersheds. The Moody Slough and Putah Creek watersheds overlap in the vicinity of East Grant Avenue (State Route 128).

Prior to the 2005 reports, it was established that the Chickahominy Slough watershed (located north of the Moody Slough watershed) spills out-of-bank upstream of I-505 and flows south toward Moody Slough. This water spill causes the Moody Slough capacity to

be exceeded, and flooding results upstream of I-505. This flooding spills out-of-bank, over East Grant Avenue (across the PG&E property), and into Putah Creek.

While significant effort was expended to estimate the flood hazard in 2005, the study was based in part on previous studies that the Federal Emergency Management Agency (FEMA) considers approximate. FEMA Flood Insurance Rate Maps (FIRMs) within the Moody Slough portion of the City of Winters were therefore published without reporting base flood elevations.

In 2008, new topographic mapping was developed by the California Department of Water Resources (DWR) as part of DWR's Central Valley Floodplain Evaluation and Delineation (CVFED) Program (east of County Road 89) and by Yolo County (west of County Road 89). The CVFED topographic mapping covers the City as well as most areas north of the City. The City has recently requested this information, which should provide the City with a beneficial tool for future planning and land use, in addition to establishing base flood evaluations. This topographic data (floodplain geometry) will also aid in defining the amount of water reaching Moody Slough from the north and how it moves through the study area.

In 2010, Yolo County developed a new hydrology manual which updated design rainfall depth, duration, and frequency parameters. In general, the design rainfall has increased, which may exacerbate flooding in some parts of the study area.

Existing land owners situated north of the City have also made changes to the terrain in support of agricultural operations. In addition to the re-grading of portions of the terrain, a raised irrigation channel was relocated along the northern edge of the property and a new siphon and bridge structure was constructed over Moody Slough. These changes could influence the flooding of Moody Slough upstream of I-505.

The property owned by PG&E south of Highway 128 and adjacent to I-505 has been modified with some constructed drainage facilities, and it is assumed that all topographic information representing existing and post-project conditions will be made available to Wood Rodgers.

It is Wood Rodgers' understanding that the work necessary to define the existing flood hazard will benefit many and should be coordinated through the City to ensure its usefulness in future City and regional planning. The current effort will not include preparing a new submittal to revise FEMA mapping, but should provide the technical basis for performing such work in the future. The following Scope of Work and Budget are provided to analyze and report on the existing 100-year and 200-year flood hazards.

SCOPE OF WORK

Task 1 – Perform Project Management and Coordination

Under Task 1, Wood Rodgers will manage the work, including performing quality control, routine communication, and budget and schedule monitoring. It is anticipated that the work will take place over a four-month period. One (1) meeting is anticipated within this task to discuss the results of the analysis with the City.

Task 2 – Gather and Assess Existing Data

Wood Rodgers will work with the City to gather all necessary CVFED and Yolo County Light-Detecting and Ranging (LiDAR) and survey information. Wood Rodgers will also obtain all Natural Resources Conservation Service (NRCS) soils data, record drawings from the California Department of Transportation (Caltrans), record drawings from Yolo County and the Yolo County Flood Control & Water Conservation District, and other available hydraulic structure data.

Task 3 – Perform Surveying and Mapping

For portions of the upper watershed, Wood Rodgers will supplement available detailed LiDAR mapping with United States Geological Survey (USGS) 30-meter Digital Elevation Model (DEM) mapping, consistent with the watershed delineations typically performed under USGS Stream Stats online watershed analysis.

Because the proposed primary sources of topographic information (CVFED and Yolo County LiDAR mapping) were developed in 2008, any significant physical changes to the watershed/floodplain after 2008 should be surveyed, as well as any key hydraulic structures that were not previously captured. The areas where new surveys will be performed are shown on **Figure 1** (attached). The surveys will capture culverts, bridges, and structures that are anticipated to play a hydraulic role in the conveyance of water reaching Moody Slough or overflowing into Putah Creek from the Moody Slough floodplain.

Task 4 – Perform Hydrologic Analysis

Wood Rodgers will combine all previous assessments of watershed delineations, characteristics, routing and connectivity from previous studies and perform adjustments based on newer topography, soils information, and projected rainfall to define the hydrologic processes affecting the Moody Slough floodplain. This will include soils/infiltration data, storage and outflow, diversions, channel conveyances, culverts/bridges, and other hydraulic structures which will slow down, speed up or diminish the

volume of water reaching Moody Slough. Based on previous assessments, it is anticipated that the analysis will need to include the Chickahominy Slough watershed and watersheds and tributaries south of Chickahominy Slough to Moody Slough.

Wood Rodgers will develop a series of comprehensive watershed maps to clearly document the runoff routing parameters used in the analysis.

TASK 5 – Perform Hydraulic Analysis

Wood Rodgers will develop a coupled one-dimensional (1D) and two-dimensional (2D) hydraulic model from Chickahominy Slough south to Putah Creek consistent with the anticipated model outline area shown on **Figure 2**. Wood Rodgers recommends using the modeling platform TUFLOW, which can represent the complex interactions of shallow and deep flooding in multiple directions efficiently and accurately.

TASK 6 – Review Draft Results

Wood Rodgers will prepare draft maps in .pdf format, as well as video files to depict the propagation of the floodplain and the maximum water surface elevations and depths upstream of County Road 89 and I-505 and between Putah Creek and Chickahominy Slough. Wood Rodgers will provide this data to the City and request a brief meeting to review the results and the implications for current and future development.

TASK 7 – Prepare Draft Report

Wood Rodgers will prepare a draft report documenting all the input and output data/parameters that were developed for the TUFLOW modeling/mapping analysis. The report will include tables, graphs, text descriptions, exhibits and figures to report the characteristics of the watershed/terrain and estimated flooding extents and depths. Wood Rodgers will provide a digital copy of the draft report to the City for its dissemination and review. Wood Rodgers will meet with the City to obtain and review comments relating to the draft document.

TASK 8 – Prepare Final Report

Wood Rodgers will review and respond to all comments by the City and revise the draft report to prepare a final report. No new modeling/results are assumed to be required to finalize the report. Wood Rodgers will provide a digital pdf version of the final report to the City.

Mr. John Donlevy, Jr.
August 12, 2016
Page 5 of 5

Budget

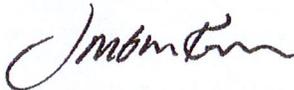
Wood Rodgers' proposed budget for this work is shown on **Table 1** (attached). For your reference, enclosed are copies of Wood Rodgers' Invoicing, Payment, and Liability Policies (**Exhibit A**) and 2016 Fee Schedule (**Exhibit B**).

Schedule

It is proposed that Wood Rodgers will deliver a Draft Technical Memorandum to the City within four (4) months of receiving a signed Notice-To-Proceed (NTP) for the work. The Final Report will be prepared within two (2) weeks of the receipt of comments.

If you have any questions regarding this proposal, please contact me at 916-326-5294.

Sincerely,



Jonathan Kors, P.E.
Vice President

Enclosures

cc: Alan L. Mitchell, P.E.

Winters

Aerial and Structures



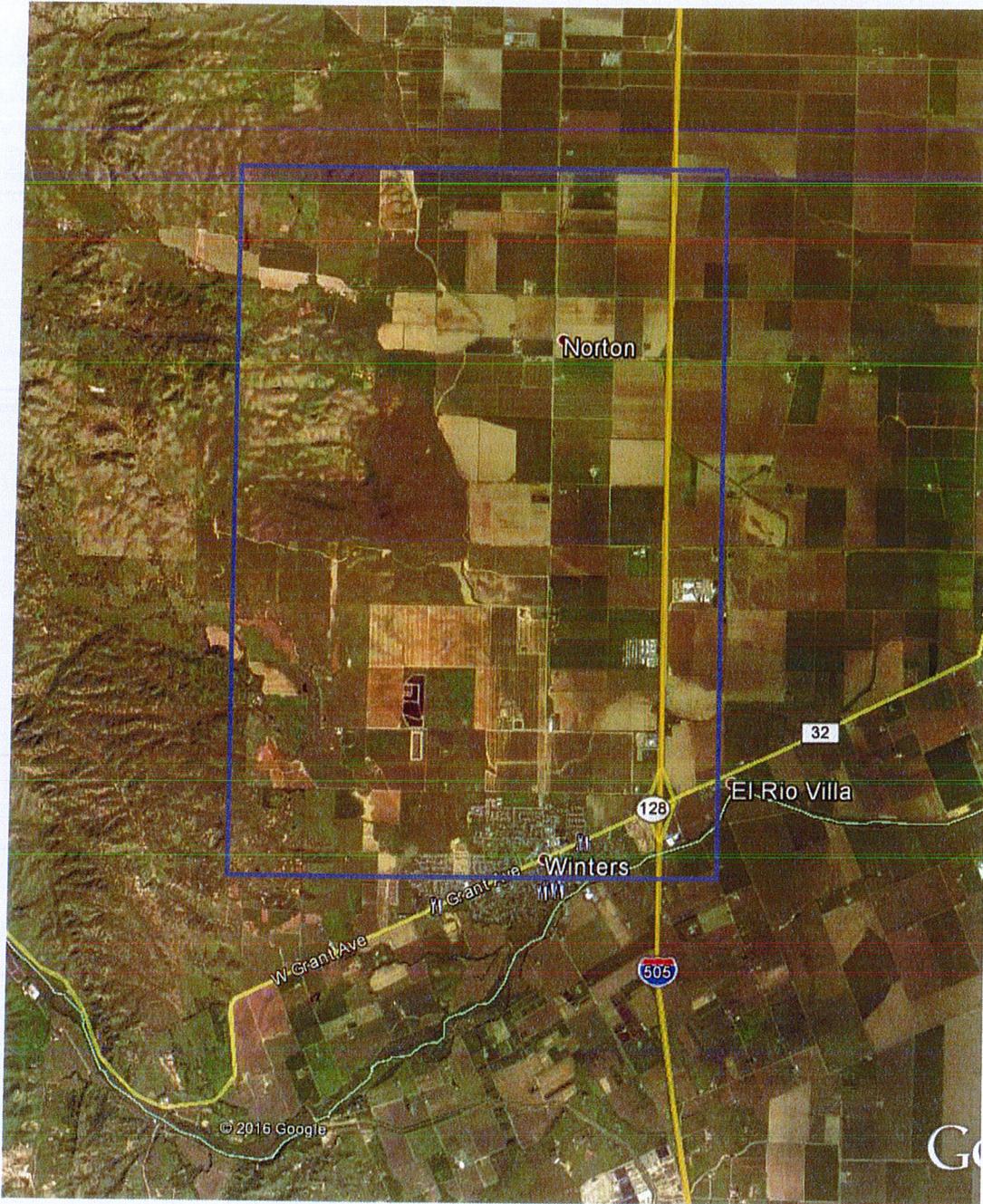


FIGURE 2

EXHIBIT "B"

**TABLE 1
WOOD RODGERS PROPOSED BUDGET
CITY OF WINTERS - EXISTING CONDITIONS FLOOD ASSESSMENT - MOODY SLOUGH**

TASK NO.	DESCRIPTION	DIRECT LABOR CLASSIFICATIONS							TOTAL MAN HOURS	DIRECT LABOR	OVERALL TOTAL
		Principal Engineer II	Associate Engineer II	Associate Surveyor I	Engineer III	GIS Technican III	2-Man Survey Crew	Project Coordinator			
		\$230.00	\$170.00	\$160.00	\$150.00	\$150.00	\$255.00	\$110.00			
1	Perform Project Management and Coordination	12	24					12	48	\$8,160.00	\$8,160.00
2	Gather and Assess Existing Data		24		16				40	\$6,480.00	\$6,480.00
3	Perform Surveying and Mapping			65		16	157		238	\$52,835.00	\$52,835.00
4	Perform Hydrologic Analysis		48		40	8			96	\$15,360.00	\$15,360.00
5	Perform Hydraulic Analysis		96		80	8			184	\$29,520.00	\$29,520.00
6	Review Draft Results	4	12		8				24	\$4,160.00	\$4,160.00
7	Prepare Draft Report	4	72		20	4		8	108	\$17,640.00	\$17,640.00
8	Prepare Final Report	4	16		4	4		4	32	\$5,280.00	\$5,280.00
	Aerial Photogrammetric Mapping in Support of Task 3										\$9,900.00
	Transportation/Reproduction										\$1,000.00
	TOTAL MAN-HOURS	24	292	65	168	40	157	24	770	\$139,435.00	\$150,335.00
	TOTAL LABOR COST BY EMPLOYEE	\$5,520.00	\$49,640.00	\$10,400.00	\$25,200.00	\$6,000.00	\$40,035.00	\$2,640.00			

EXHIBIT "C"

GENERAL PROVISIONS

- (1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.
- (2) LICENSES; PERMITS; ETC.. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.
- (3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.
- (4) INSURANCE.
 - (a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.
 - (b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.
 - (c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.
 - (d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the CITY'S City Clerk prior to the effective date of such cancellation, or change in coverage.
- (5) CONSULTANT NOT AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any

obligation whatsoever.

(6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

(8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the CITY.

(10) PRODUCTS OF CONSULTING. All products of the CONSULTANT resulting from this Agreement shall be the property of the CITY.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

(13) LOCAL EMPLOYMENT POLICY. The City of Winters desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Yolo County.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's residence, and ethnic origin.

(14) CONSULTANT NOT PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: October 4, 2016
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Alan Mitchell, City Engineer
Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Adopt Resolution No. 2016-33, to approve a Grant Deed for Fire Separation Easement, and Adopt Resolution No. 2016-34 approving the Interceptor Site Easement Agreement – Hotel Winters, LLC (Downtown Hotel) Parcel Map #5080

RECOMMENDATION: Staff recommends the City Council:

1. Adopt Resolution No. 2016-33, to approve a Grant Deed for a Fire Separation Easement for the Winters Hotel, LLC (Downtown Hotel) Parcel Map #5080; and
2. Adopt Resolution No. 2016-34, to approve the Interceptor Site Easement Agreement by and between the City and Hotel Winters, LLC; and
3. Authorize the City Clerk to sign and record the Grant Deed on the City's behalf and authority the City Manager to sign and record the Interceptor Site Easement Agreement on the City's behalf; and

BACKGROUND: In May 2014 the City Council received the staff report on the proposals for development of a downtown hotel, and unanimously approved staff's recommendation to authorize the City to enter into an Agreement with Royal Guest.

In January 2015, the Planning Commission reviewed and approved the Design/Site Plan, Tentative Parcel Map, and Conditional Use Permit for construction of a three-story, approximately 70-unit Hotel with Hotel Lobby, courtyard, retail tenant space and all support functions.

A final Parcel Map was prepared and approved by the Planning Commission on December 16th, to create two parcels to accommodate the hotel and parking lot.

In January 2016, the City Council approved a Grant Deed to grant Private Utility Easements and a Private Sidewalk Easement to Hotel Winters, LLC (Downtown Hotel).

DISCUSSION: The plans are being prepared for the Hotel, and the Building Code requires a Fire Separation and No Build Zone along with west side of the Hotel. The Fire Separation Easement has been prepared and is off-site of the parcel the Hotel will reside on, and within city-

controlled property. Therefore, an easement granted from the City to the Hotel owner is necessary. The attached Grant Deed facilitates the conveyance of the easement.

The Hotel additionally requires a grease interceptor that must be installed as a condition of the restaurant that will be included on the ground floor of the Hotel project. The proposed Interceptor Site Easement Agreement would grant Hotel Winters, LLC an easement to install the grease interceptor underneath a portion of the City parking lot, provided that Hotel Winters, LLC would be solely responsible for the maintenance and cleaning of the grease interceptor, and would indemnify the City for any claims or damages that arise from the operation of the grease interceptor beneath the City's property.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: No City funds impacted.

Attachments: Resolution No. 2016-33
Resolution No. 2016-34
Grant Deed and Exhibits
Interceptor Site Easement Agreement

RESOLUTION NO. 2016-33

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
APPROVING THE GRANT DEED TO GRANT A FIRE SEPARATION EASEMENT
TO HOTEL WINTERS, LLC (DOWNTOWN HOTEL)**

WHEREAS, in December 2015, the City's Planning Commission approved Parcel Map No. 5080, creating two (2) parcels; and

WHEREAS, Hotel Winters, LLC will construct and operate the Hotel on Parcel 2; and

WHEREAS, the Hotel will be served by utilities that are off-site on city-controlled property Parcel 1 and the Alley); and

WHEREAS, the Hotel will be served by a sidewalk along the west side that is off-site on city-controlled property (Parcel 1); and

WHEREAS, easements from the City are required to allow the hotel owner to install, use, and maintain the utilities and sidewalk; and

WHEREAS, two (2) private utility easements and one (1) private sidewalk easement were prepared by a Licensed Land Surveyor for a Grant Deed; and

WHEREAS, in January 2016, The City Council adopted Resolution 2016-01 approving the Grant Deed for conveyance of the Private Utility Easements and Private Sidewalk Easement From the City of Winters to Hotel Winters, LLC; and

WHEREAS, California building code requires a Fire Separation and No Build Zone, and a Fire Separation Easement was prepared by a Licensed Land Surveyor for a Grant Deed; and

WHEREAS, adoption of this Resolution will approve the Grant Deed for the Fire Separation Easement from the City of Winters to Hotel Winters LLC, and authorize the City Clerk to sign and record the Grant Deed on behalf of the City.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters as follows:

1. Approve the Grant Deed for a Fire Separation Easement for the Hotel Winters, LLC (Downtown Hotel) Parcel Map #5080; and
2. Authorize the City Clerk to sign and record the Grant Deed on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Winters, on this 4th day of October, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Nanci G. Mills, City Clerk

Approved as to form:

Ethan Walsh, City Attorney

RESOLUTION NO. 2016-34

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
APPROVING THE INTERCEPTOR SITE EASEMENT AGREEMENT BY AND
BETWEEN THE CITY OF WINTERS AND HOTEL WINTERS, LLC (DOWNTOWN
HOTEL)**

WHEREAS, in December 2015, the City's Planning Commission approved Parcel Map No. 5080, creating two (2) parcels; and

WHEREAS, Hotel Winters, LLC ("Developer") will construct and operate the Hotel on Parcel 2; and

WHEREAS, as a condition of approval of the Parcel Map, Developer is required to install a grease interceptor and related facilities in connection with the restaurant and café uses that will be included in the Hotel project; and

WHEREAS, Developer desires to install the grease interceptor within a portion of City owned property immediately adjacent to Parcel 2; and

WHEREAS, the City is willing to grant an easement to Developer to install the grease interceptor and related facilities on the City owned property, provided that Developer enters into the Interceptor Site Easement Agreement, pursuant to which Developer agrees to maintain the grease interceptor in accordance with the terms and conditions set forth therein; and

WHEREAS, adoption of this Resolution will approve the Interceptor Site Easement Agreement by and between the City of Winters and Developer, and authorize the City Manager to sign and record the Interceptor Site Easement Agreement on behalf of the City.

[Resolution continued on next page]

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters as follows:

1. The Council approves Interceptor Site Easement Agreement by and between the City and Developer; and
2. Authorizes the City Manager to sign and record the Interceptor Site Easement Agreement on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Winters, on this 4th day of October, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Nanci G. Mills, City Clerk

Approved as to form:

Ethan Walsh, City Attorney

RECORDING REQUESTED BY

City of Winters

AND WHEN RECORDED MAIL TO

City Clerk
City of Winters
318 First Street
Winters, Ca 95694

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$0.00 City Transfer Tax: \$0.00

() Unincorporated Area (X) City of Winters

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

City of Winters, a Municipal Corporation

Hereby GRANT(S) to

Hotel Winters LLC

The land described herein is situated in the State of California, County of Yolo, City of Winters, described as follows:

Permanent fire separation easement between in and to that portion of the real property situate, lying and being in the City of Winters, County of Yolo, State of California, such easement being more particularly described by the following Exhibits and attached hereto and made a part hereof

For legal description see Exhibits "A-1", "A-2" attached hereto and made a part hereof

The purpose of the fire separation easement is to establish a no build zone between the properties. No building structures be built or placed within the fire separation easement

Grantor agrees not to hinder access along the easement, without Grantees prior approval

Dated: September 16, 2016

Nanci Mills, City Clerk Winters

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

Page 1 - 9/14/2016

CA - Correction Deed

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

State of _____)
County of _____) ss.

On _____ before me,

Notary Public personally appeared _____

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE _____

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

LAND DESCRIPTION

THAT portion of real property situate in the City of Winters, County of Yolo, State of California and being a portion of Rancho Rio de los Potos in Township 8 North, Range 1 West, Mount Diablo Base and Meridian and also being Lots 22 through 32 and a portion of Lot 21 of Block 10 as shown that map titled "MAP OF THE TOWN OF WINTERS", recorded in Book S of Deeds at Page 154, said County Records, being more particularly described as follows:

BEGINNING at a point on the North line of said Lot 21; said point being distant from the Southwest corner of Lot 17 of said Block 10, the following two (2) courses and distances:

(1) along the West line of said Block 10, North 24°42'06" West 119.99 feet to the Northwest corner of Lot 20 of said Block 10; and (2) along the North line of said Block 10, North 65°17'06" East 121.14 feet; thence, from said POINT OF BEGINNING and leaving said North line, South 24°42'54" East 119.99 feet to a point South line of said Lot 21; thence, along the South lines of said Lots 21 through 29, North 65°17'10" East 284.15 feet to the Southeast corner of said Lot 29; thence, along the East line of said Block 10, North 24°43'07" West 120.00 feet to the Northeast corner of said Lot 32; thence, along the North line of said Block 10, South 65°17'06" West 284.15 feet to said POINT OF BEGINNING.

Containing 34,096.992 square feet (0.782 acres) of land, more or less.

The basis of bearings for this description is the West line of said Block 10, shown as N24°40'04"W on that map filed in Book 2013 of Maps at Page 61, said County Records.

End of description.





Steven B. Killmer, L.S.

1-4-16

Date

LAND DESCRIPTION

THAT portion of real property situate in the City of Winters, County of Yolo, State of California and being a portion of Rancho Rio de los Potos in Township 8 North, Range 1 West, Mount Diablo Base and Meridian and also being Lots 17 through 20 and a portion of Lot 21 of Block 10 as shown that map titled "MAP OF THE TOWN OF WINTERS", recorded in Book S of Deeds at Page 154, said County Records, being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 17; thence, along the West line of said Block 10, North 24°42'06" West 119.99 feet to the Northwest corner of said Lot 20; thence, along the North line of said Block 10, North 65°17'06" East 121.14 feet; thence, leaving said North line, South 24°42'54" East 119.99 feet to a point South line of said Lot 21; thence, along the South lines of said Lots 17 and 21, South 65°17'10" West 121.17 feet to said POINT OF BEGINNING.

Containing 14,537.766 square feet (0.333 acres) of land, more or less.

The basis of bearings for this description is the West line of said Block 10, shown as N24°40'04"W on that map filed in Book 2013 of Maps at Page 61, said County Records.

End of description.



Steven B. Killmer, L.S.

1-4-16

Date

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City Clerk
City of Winters
318 First Street
Winters, CA 95694

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIRE SEPARATION AND NO BUILD ZONE EASEMENT AGREEMENT

This FIRE SEPARATION AND NO BUILD ZONE EASEMENT AGREEMENT (this "**Agreement**"), dated for reference purposes as of September 20, 2016, is made by and between **HOTEL WINTERS, LLC**, a California limited liability company ("**Grantee**"), and the **CITY OF WINTERS**, a California municipal corporation ("**Grantor**"), with reference to the facts set forth below.

RECITALS

A. Grantor is the owner of two adjacent parcels of land located in the City of Winters ("**City**"), County of Yolo, State of California, with APN 003-204-02 and 003-204-[18], all as more particularly described in the legal description set forth on Exhibit A attached hereto and incorporated herein ("**Grantor Property**"). [**legal description to be determined**]

B. Grantee is the owner of the parcel of land that is adjacent to the Grantor Property with APN 003-204-03 [04], all as more particularly described on Exhibit B attached hereto and incorporated herein ("**Grantee Property**"). Grantee is in the process of developing a hotel project upon the Grantee Property ("**Hotel Project**"). The conditions of approval for the Hotel Project require a fire separation and no build zone easement. [**legal description to be determined**]

C. Grantee desires to obtain from Grantor an easement on, under and across a portion of the Grantor Property for the foregoing purpose.

D. The parties hereto desire to enter into this Agreement to grant the foregoing described easement on, under and across the Easement Area in accordance with the terms and provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as set forth below.

AGREEMENT

1. Grant of Permanent Easements. Grantor hereby grants to Grantee a perpetual non-exclusive fire separation and no build zone easement on, under and across the that portion of

the Grantor's Property as described on Exhibit C-1 and depicted on Exhibit C-2 attached hereto and incorporated herein ("**Easement Area**"), for the benefit of Grantee and their respective successors, assigns, and for the benefit of the City of Winters, for all areas hereon platted and designated as "Fire Separation Easement", for the purpose of maintaining building separation under the City of Winters building and fire codes. Both, Grantor and Grantee agree that no permanent or temporary buildings or structures shall be constructed by either owner of the Grantor Property or the Grantee Property in, on, across, or through any of the areas marked on the attached plat as "Fire Separation Easement." Said easement shall run with the land in perpetuity.

2. Covenants Run with the Land. The parties agree that except as otherwise expressly set forth in this Agreement, each and every portion of the Grantor Property and Grantee Property shall be held, conveyed, hypothecated and encumbered subject to the easements, limitations, covenants, conditions and restrictions contained in this Agreement, all of which shall run with the land, shall constitute equitable servitudes, and shall be binding upon and inure to the benefit of each and every owner of any portion of any of such real property, and each and every portion of the Grantor Property and Grantee Property. It is the intent of the parties hereto that this Agreement satisfy the requirements of California Civil Code Section 1468.

3. Miscellaneous.

3.1 Entire Agreement. This Agreement and the exhibits hereto constitutes the final and complete agreement, and supersede all prior correspondence, memoranda or agreements among the parties relating to the subject matter hereto. This Agreement cannot be changed or modified other than by a written agreement executed by all the parties.

3.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

3.3 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

3.4 Captions. The captions of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

3.5 Successors and Assigns. Each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the successors, transferees or assigns of a party hereto.

3.6 No Waiver. No waiver of any breach of any covenant by any party or condition hereunder shall be implied from any omission by any party to take action on account of such breach if such breach persists or is repeated, and no express waiver shall affect any breach other than the breach specified in the waiver, and then said waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein by any party shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The consent or approval by any party to or of any act by either

party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

3.7 Amendment. This Agreement may be modified or amended only upon the mutual consent of Grantor and Grantee, or their respective legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Official Records of Yolo County, California.

3.8 Notice. Any notice to be given or other document or any payment to be delivered by any party to the other or others hereunder, may be delivered in person to a party or an officer of any party, or may be deposited in the United States mail, duly certified or registered, return receipt requested, with postage prepaid, or by Federal Express or other similar overnight delivery service marked for next business day delivery or by facsimile with confirmation delivered by U.S. Mail or overnight delivery, as set forth below. Any party hereto may from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Unless otherwise specifically provided for herein, all notices, payments, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given and received (i) upon personal delivery, (ii) as of one business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth above, (iii) the immediately succeeding business day after deposit with Federal Express or other similar overnight delivery system marked for next business day delivery or (iv) upon transmission if by facsimile or email so long as there is confirmation of a successful transmission and delivery by another method set forth herein which may include an email if the original notice was delivered by facsimile, and vice versa.

To Grantor:

City of Winters
318 First Street
Winters, CA 95694
Attention: City Manager
Telephone: 530-795-4910
Email: daniel.maguire@cityofwinters.org

With copy to:

Best Best & Krieger
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attention: Ethan Walsh, Esq.
Telephone: 916-325-4000
Email: ethan.walsh@bbklaw.com

To Grantee:

Hotel Winters, LLC
1111 Richards Boulevard
Davis, CA 95616
Attention: Mike Olivas
Tel: (530) 756-5075
Email: mikeolivas@aol.com

With copy to:

Stoel Rives LLP
500 Capitol Mall, Suite 1600
Sacramento, CA 95814
Attention: Sylvia S. Arostegui, Esq.
Tel: (916) 447-0700
Email: sylvia.arostegui@stoel.com

3.9 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

GRANTOR:

CITY OF WINTERS,
a California municipal corporation

By: _____
Mayor

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

GRANTEE:

HOTEL WINTERS, LLC,
a California limited liability company

By: _____
Mike Olivas,
Managing Member

Date: _____

[NOTARY PAGE FOLLOWS]

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, _____,
Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT A

Legal Description of Grantor Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF YOLO, CITY OF WINTERS, AND IS DESCRIBED AS FOLLOWS:

[TO BE PROVIDED]

APN: _____

LAND DESCRIPTION

THAT portion of real property situate in the City of Winters, County of Yolo, State of California and being a portion of Rancho Rio de los Putos in Township 8 North, Range 1 West, Mount Diablo Base and Meridian and also being Lots 17 through 20 and a portion of Lot 21 of Block 10 as shown that map titled "MAP OF THE TOWN OF WINTERS", recorded in Book S of Deeds at Page 154, said County Records, being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 17; thence, along the West line of said Block 10, North 24°42'06" West 119.99 feet to the Northwest corner of said Lot 20; thence, along the North line of said Block 10, North 65°17'06" East 121.14 feet; thence, leaving said North line, South 24°42'54" East 119.99 feet to a point South line of said Lot 21; thence, along the South lines of said Lots 17 and 21, South 65°17'10" West 121.17 feet to said POINT OF BEGINNING.

Containing 14,537.766 square feet (0.333 acres) of land, more or less.

The basis of bearings for this description is the West line of said Block 10, shown as N24°40'04"W on that map filed in Book 2013 of Maps at Page 61, said County Records.

End of description.



Steven B. Killmer, L.S.

1-4-16

Date

EXHIBIT B

Legal Description of Grantee Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF YOLO, CITY OF WINTERS, AND IS DESCRIBED AS FOLLOWS:

[TO BE PROVIDED]

APN: _____

LAND DESCRIPTION

THAT portion of real property situate in the City of Winters, County of Yolo, State of California and being a portion of Rancho Rio de los Puntos in Township 8 North, Range 1 West, Mount Diablo Base and Meridian and also being Lots 22 through 32 and a portion of Lot 21 of Block 10 as shown that map titled "MAP OF THE TOWN OF WINTERS", recorded in Book S of Deeds at Page 154, said County Records, being more particularly described as follows:

BEGINNING at a point on the North line of said Lot 21; said point being distant from the Southwest corner of Lot 17 of said Block 10, the following two (2) courses and distances:

(1) along the West line of said Block 10, North 24°42'06" West 119.99 feet to the Northwest corner of Lot 20 of said Block 10; and (2) along the North line of said Block 10, North 65°17'06" East 121.14 feet; thence, from said POINT OF BEGINNING and leaving said North line, South 24°42'54" East 119.99 feet to a point South line of said Lot 21; thence, along the South lines of said Lots 21 through 29, North 65°17'10" East 284.15 feet to the Southeast corner of said Lot 29; thence, along the East line of said Block 10, North 24°43'07" West 120.00 feet to the Northeast corner of said Lot 32; thence, along the North line of said Block 10, South 65°17'06" West 284.15 feet to said POINT OF BEGINNING.

Containing 34,096.992 square feet (0.782 acres) of land, more or less.

The basis of bearings for this description is the West line of said Block 10, shown as N24°40'04"W on that map filed in Book 2013 of Maps at Page 61, said County Records.

End of description.




Steven B. Killmer, L.S.

1-4-16
Date

EXHIBIT C-1

Fire Separation and No Build Zone Easement Area

[TO BE PROVIDED]

LAND DESCRIPTION

FIRE SEPARATION EASEMENT

THAT portion of real property situate in the City of Winters, County of Yolo, State of California, and being a portion of Rancho Rio de los Putos, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and also being a portion of Lot 21 of Block 10, as shown on that map titled "MAP OF THE TOWN OF WINTERS", recorded in Book S of Deeds at Page 154, said County Records, being more particularly described as follows:

BEGINNING at a point on the South line of said Lot 21; said point being distant North 65°00'00" East 121.17 feet from the Southwest corner of Lot 17 of said Block 10; thence, from said POINT OF BEGINNING and leaving said South line, North 25°00'04" West 119.99 feet to the North line of said Lot 21; thence, along said North line, South 65°00'00" West 10.00 feet; thence, leaving said North line, South 25°00'04" East 119.99 feet to the South line of said Lot 21; thence, along said South line, North 65°00'00" East 10.00 feet to said POINT OF BEGINNING.

Containing 1,199.939 square feet (0.027 acres) of land, more or less.

The basis of bearings is the South line of said Lots 17 and 21, determined to be S65°W from said Deed.

End of description.



Steven B. Killmer, L.S.

9-8-16

Date

EXHIBIT C-2

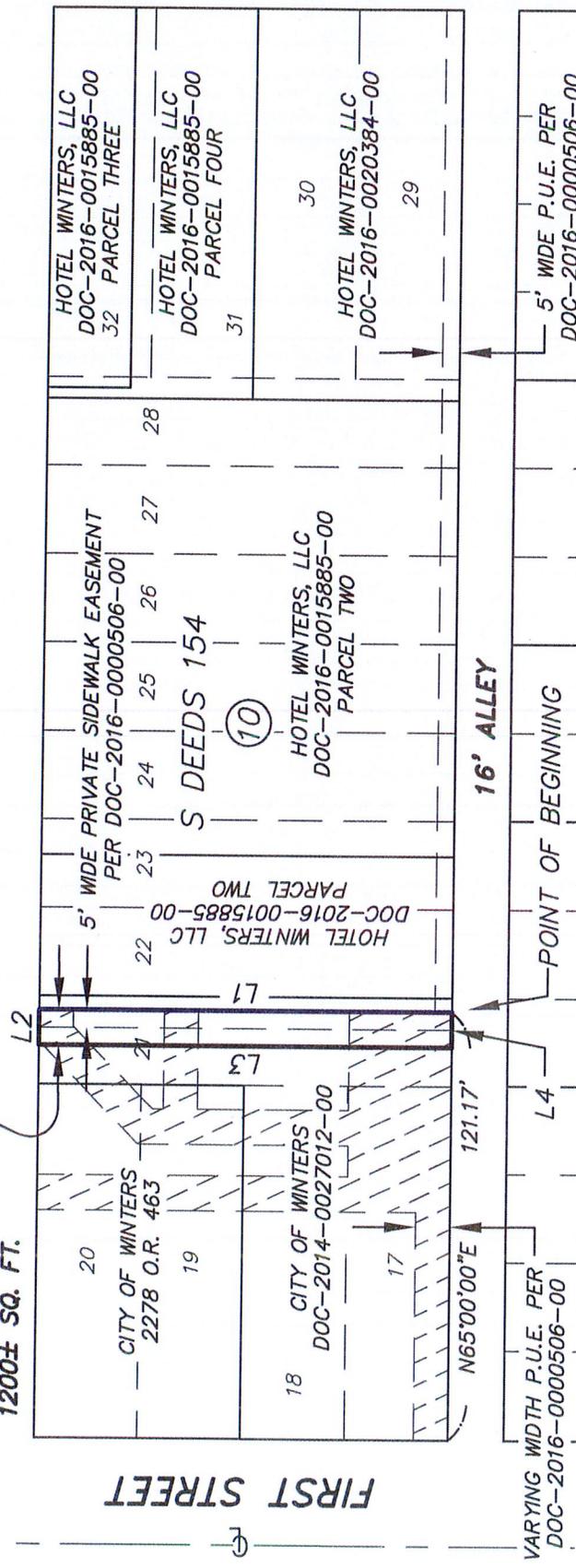
Depiction of Easement Area

[TO BE PROVIDED]

ABBEE STREET

RAILROAD AVENUE

10' WIDE SEPARATION EASEMENT 1200± SQ. FT.

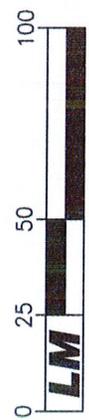
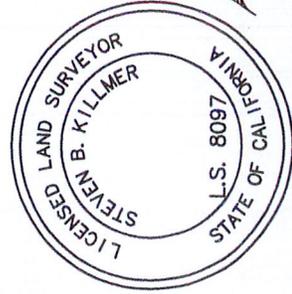
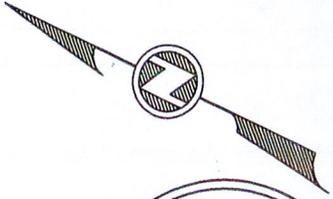


LINE TABLE

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N25°00'04"W	119.99'	L3	S25°00'04"E	119.99'
L2	S65°00'00"W	10.00'	L4	N65°00'00"E	10.00'

EXHIBIT FOR WINTERS HOTEL, LLC

BEING A PORTION OF THE RANCHO RIO DE LOS PUTOS, TOWNSHIP 8 NORTH, RANGE 1 WEST, MDM AND BEING PORTIONS OF LOTS 17 AND 21 OF BLOCK 10 AS SHOWN ON THAT MAP TITLED "MAP OF THE TOWN OF WINTERS", RECORDED IN BOOK S OF DEEDS AT PAGE 154, YOLO COUNTY RECORDS CITY OF WINTERS, YOLO COUNTY, CALIFORNIA



SCALE: 1"=50'

Steven B. Killmer
STEVEN B. KILLMER

LM 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 · FAX: (530) 662-4602

9-8-10

DATE

SHEET 1 OF 1 SEPTEMBER 8, 2016

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Stoel Rives LLP
500 Capitol Mall, Suite 1600
Sacramento, CA
Attention: Sylvia S. Arostegui, Esq.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERCEPTOR SITE EASEMENT AGREEMENT

This INTERCEPTOR SITE EASEMENT AGREEMENT (this "**Agreement**"), dated for reference purposes as of October 4, 2016, is made by and between **HOTEL WINTERS, LLC**, a California limited liability company ("**Grantee**"), and the **CITY OF WINTERS**, a California municipal corporation ("**Grantor**"), with reference to the facts set forth below.

RECITALS

A. Grantor is the owner of two adjacent parcels of land located in the City of Winters ("**City**"), County of Yolo, State of California, with APN 003-204-02 and 003-204-18, [TBD] all as more particularly described in the legal description set forth on Exhibit A attached hereto and incorporated herein ("**Grantor Property**").

B. Grantee is the owner of the parcel of land that is adjacent to the Grantor Property with APN 003-204-03 [04] [TBD], all as more particularly described on Exhibit B attached hereto and incorporated herein ("**Grantee Property**"). Grantee is in the process of developing a hotel project upon the Grantee Property ("**Hotel Project**"). The Hotel Project requires the installation of an underground grease interceptor to service the restaurant that will be part thereof.

C. Grantee desires to obtain from Grantor an easement on, under and across a portion of the Grantor Property for the installation of a grease interceptor and the related facilities.

D. The parties hereto desire to enter into this Agreement to grant the foregoing described easement on, under and across the Easement Area in accordance with the terms and provisions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as set forth below.

AGREEMENT

1. Grant of Permanent Easements.

1.1 Interceptor Site Easement. Grantor hereby grants to Grantee a perpetual exclusive easement on, under and across the that portion of the Grantor's Property described on Exhibit C-1 and depicted on Exhibit C-2 attached hereto and incorporated herein ("**Easement Area**"), for the purpose of installing, constructing, completing, locating, maintaining, operating, removing or replacing an underground grease interceptor tank, pipelines and related facilities, appurtenances and incidentals thereto ("**Interceptor Site**"), together with the right of ingress and egress to and from the Interceptor Site.

1.2 Pipeline Utility Easement. Grantor hereby grants to Grantee a perpetual non-exclusive easement under Grantor's Property within the areas described on Exhibit D attached hereto and incorporated herein, for the purpose of installing, constructing, repairing, maintaining, operating, or removing or replacing underground pipelines and related facilities connecting the Interceptor Site to Grantee's restaurant facilities within the Hotel Project ("**Utility Lines**"), together with the right of ingress and egress to and from the Utility Lines.

2. Maintenance. Grantee shall be fully responsible for maintaining the Interceptor Site and Utility Lines in good working order and condition, and hereby indemnifies, defends and holds harmless Grantor from any and all claims, actions, suits, proceedings, losses, costs, damages, or liabilities ("**Claims**") arising from or related to the Interceptor Site or the Utility Lines; provided, that the foregoing indemnity shall not apply to any Claims arising from or related to the negligence, omissions or willful misconduct of Grantor or their transferees, successors or assigns.

3. Covenants Run with the Land. The parties agree that except as otherwise expressly set forth in this Agreement, each and every portion of the Grantor Property and Grantee Property shall be held, conveyed, hypothecated and encumbered subject to the easements, limitations, covenants, conditions and restrictions contained in this Agreement, all of which shall run with the land, shall constitute equitable servitudes, and shall be binding upon and inure to the benefit of each and every owner of any portion of any of such real property, and each and every portion of the Grantor Property and Grantee Property. It is the intent of the parties hereto that this Agreement satisfy the requirements of California Civil Code Section 1468.

4. Miscellaneous.

4.1 Entire Agreement. This Agreement and the exhibits hereto constitutes the final and complete agreement, and supersede all prior correspondence, memoranda or agreements among the parties relating to the subject matter hereto. This Agreement cannot be changed or modified other than by a written agreement executed by all the parties.

4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.3 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

4.4 Captions. The captions of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

4.5 Successors and Assigns. Each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the successors, transferees or assigns of a party hereto.

4.6 No Waiver. No waiver of any breach of any covenant by any party or condition hereunder shall be implied from any omission by any party to take action on account of such breach if such breach persists or is repeated, and no express waiver shall affect any breach other than the breach specified in the waiver, and then said waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein by any party shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The consent or approval by any party to or of any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

4.7 Amendment. This Agreement may be modified or amended only upon the mutual consent of Grantor and Grantee, or their respective legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Official Records of Yolo County, California.

4.8 Notice. Any notice to be given or other document or any payment to be delivered by any party to the other or others hereunder, may be delivered in person to a party or an officer of any party, or may be deposited in the United States mail, duly certified or registered, return receipt requested, with postage prepaid, or by Federal Express or other similar overnight delivery service marked for next business day delivery or by facsimile with confirmation delivered by U.S. Mail or overnight delivery, as set forth below. Any party hereto may from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Unless otherwise specifically provided for herein, all notices, payments, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given and received (i) upon personal delivery, (ii) as of one business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth above, (iii) the immediately succeeding business day after deposit with Federal Express or other similar overnight delivery system marked for next business day delivery or (iv) upon transmission if by facsimile or email so long as there is confirmation of a successful transmission and delivery by another method set forth herein which may include an email if the original notice was delivered by facsimile, and vice versa.

To Grantor: City of Winters
318 First Street
Winters, CA 95694
Attention: City Manager
Telephone: 530-795-4910
Email: [need]

With copy to: Best Best & Krieger
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attention: Ethan Walsh
Telephone: 916-325-4000
Email: ethan.walsh@bbklaw.com

To Grantee: Hotel Winters, LLC
1111 Richards Boulevard
Davis, CA 95616
Attention: Mike Olivas
Tel: (530) 756-5075
Email: mikeolivas@aol.com

With copy to: Stoel Rives LLP
500 Capitol Mall, Suite 1600
Sacramento, CA 95814
Attention: Sylvia S. Arostegui, Esq.
Tel: (916) 447-0700
Email: sylvia.arostegui@stoel.com

4.9 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

GRANTOR:

CITY OF WINTERS,
a California municipal corporation

By: _____
Mayor

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

GRANTEE:

HOTEL WINTERS, LLC,
a California limited liability company

By:  _____
Mike Olivas,
Managing Member

Date: 9/15/12

[NOTARY PAGE FOLLOWS]

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

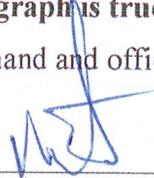
STATE OF CALIFORNIA)
COUNTY OF Yolo)

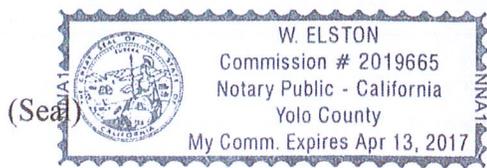
On SEPT. 15, 2016, before me, W. ELSTON,
Notary Public, personally appeared MIKE OLIVAS

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

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

WITNESS my hand and official seal.

Signature: 



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____,
Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT A

Legal Description of Grantor Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF YOLO, CITY OF WINTERS, AND IS DESCRIBED AS FOLLOWS:

[TO BE PROVIDED]

APN: _____

LAND DESCRIPTION

THAT portion of real property situate in the City of Winters, County of Yolo, State of California and being a portion of Rancho Rio de los Putos in Township 8 North, Range 1 West, Mount Diablo Base and Meridian and also being Lots 17 through 20 and a portion of Lot 21 of Block 10 as shown that map titled "MAP OF THE TOWN OF WINTERS", recorded in Book 5 of Deeds at Page 154, said County Records, being more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 17; thence, along the West line of said Block 10, North 24°42'06" West 119.99 feet to the Northwest corner of said Lot 20; thence, along the North line of said Block 10, North 65°17'06" East 121.14 feet; thence, leaving said North line, South 24°42'54" East 119.99 feet to a point South line of said Lot 21; thence, along the South lines of said Lots 17 and 21, South 65°17'10" West 121.17 feet to said POINT OF BEGINNING.

Containing 14,537.766 square feet (0.333 acres) of land, more or less.

The basis of bearings for this description is the West line of said Block 10, shown as N24°40'04"W on that map filed in Book 2013 of Maps at Page 61, said County Records.

End of description.





Steven B. Killmer, L.S.

1-4-16

Date

EXHIBIT B

Legal Description of Grantee Property

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF YOLO, CITY OF WINTERS, AND IS DESCRIBED AS FOLLOWS:

[TO BE PROVIDED]

APN: _____

LAND DESCRIPTION

THAT portion of real property situate in the City of Winters, County of Yolo, State of California and being a portion of Rancho Rio de los Puntos in Township 8 North, Range 1 West, Mount Diablo Base and Meridian and also being Lots 22 through 32 and a portion of Lot 21 of Block 10 as shown that map titled "MAP OF THE TOWN OF WINTERS", recorded in Book S of Deeds at Page 154, said County Records, being more particularly described as follows:

BEGINNING at a point on the North line of said Lot 21; said point being distant from the Southwest corner of Lot 17 of said Block 10, the following two (2) courses and distances:
(1) along the West line of said Block 10, North 24°42'06" West 119.99 feet to the Northwest corner of Lot 20 of said Block 10; and (2) along the North line of said Block 10, North 65°17'06" East 121.14 feet; thence, from said POINT OF BEGINNING and leaving said North line, South 24°42'54" East 119.99 feet to a point South line of said Lot 21; thence, along the South lines of said Lots 21 through 29, North 65°17'10" East 284.15 feet to the Southeast corner of said Lot 29; thence, along the East line of said Block 10, North 24°43'07" West 120.00 feet to the Northeast corner of said Lot 32; thence, along the North line of said Block 10, South 65°17'06" West 284.15 feet to said POINT OF BEGINNING.

Containing 34,096.992 square feet (0.782 acres) of land, more or less.

The basis of bearings for this description is the West line of said Block 10, shown as N24°40'04"W on that map filed in Book 2013 of Maps at Page 61, said County Records.

End of description.




Steven B. Killmer, L.S.

1-4-16
Date

EXHIBIT C-1

Interceptor Site Easement Area

[TO BE PROVIDED]

EXHIBIT C-2

Depiction of Interceptor Site Easement Area

[TO BE PROVIDED]

EXHIBIT D

Utility Lines Easement Area

[TO BE PROVIDED]

Exhibit C-1 C-2

Exhibit D

RECORDING REQUESTED BY:

CITY OF WINTERS

WHEN RECORDED MAIL TO:

City Clerk
City of Winters
318 First Street
Winters, CA 95694



YOLO Recorder's Office
Jeffrey Barry, County Recorder
DOC- 2016-0000506-00

Acct 118-Winters - NC
Friday, JAN 08, 2016 08:24:00
Ttl Pd \$0.00 Rcpt # 0001178504

FRT/R6/1-12

THIS LINE FOR USE

DOCUMENT TRANSFER TAX \$ 0

City of Winters, by:
(Signature of declarant determining tax above this line)

Recorded for the benefit of: The City of Winters
Exempt from recording fees pursuant to Gov't Code 6103 and 27383

G R A N T D E E D

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF WINTERS, a Municipal Corporation (Grantor)

GRANT(S) TO WINTERS HOTEL, LLC (Grantee) all of that real property situate in the County of Yolo, State of California, described as follows:

Permanent Private Utility Easements and Permanent Private Sidewalk Easement in and to that portion of the real property situate, lying and being in the City of Winters, County of Yolo, State of California, such easement being more particularly described by the following Exhibits and attached hereto and made a part hereof:

FOR LEGAL DESCRIPTION SEE EXHIBITS "A-1", "A-2" AND "A-3" ATTACHED HERETO AND MADE A PART HEREOF

- 1. The purpose of the private utility easements (2) is for construction, installation, removal, repair, replacement, reconstruction, maintenance and operation, and use for private utilities such as, but not limited to, storm drainage, water distribution, sewer collection, electrical, and associated appurtenances, over, along, upon, under, and across said property.

Grantee will provide notice to the Grantor prior to any work commencing within the easements.

- 2. The purpose of the private sidewalk easement is for construction, installation, removal, repair, replacement, reconstruction, maintenance and operation of a 5' wide sidewalk, and use for private access to the Hotel.

Grantor agrees to not hinder access along the easement, without Grantees prior approval.

"This conveyance is approved by the undersigned on behalf of the City of Winters pursuant to City Council Resolution 2016-01, recorded (date: _____), in the Recorder's Offices of the aforesaid County and State."

Dated: 1/7/16

Signed: Nanci Mills
Nanci Mills, City Clerk Winters

ACKNOWLEDGMENT

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

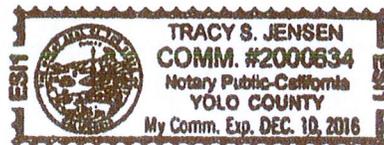
State of California
County of Yolo

On January 7, 2016 before me, Tracy Jensen, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Tracy Jensen (Seal)

Exhibit A-1

Varying Width Private Utility Easement

LAND DESCRIPTION

PRIVATE UTILITY EASEMENT

THAT portion of real property situate in the City of Winters, County of Yolo, State of California, and being a portion of Rancho Rio de los Putos, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and also being portions of Lots 17, 18, 19, 20 and 21 of Block 10, as shown on that map titled "MAP OF THE TOWN OF WINTERS", recorded in Book S of Deeds at Page 154, said County Records, being more particularly described as follows:

BEGINNING at Southwest corner of said Lot 17; thence, from said POINT OF BEGINNING and along the South lines of said Lots 17 and 21, North 65°00'00" East 121.17 feet; thence, leaving the South line of said Lot 21, North 25°00'04" West 29.74 feet; thence South 64°59'56" West 27.92 feet; thence North 25°00'00" West 43.90 feet; thence North 64°59'56" East 27.92 feet; thence North 25°00'04" West 10.00 feet; thence South 64°59'56" West 27.92 feet; thence North 25°00'00" West 3.13 feet; thence North 19°59'56" East 32.84 feet; thence North 64°59'56" East 4.70 feet; thence North 25°00'04" West 10.00 feet to a point on the North line of said Lot 21; thence, along said North line, South 65°00'00" West 8.84 feet; thence, leaving said North line, South 19°59'56" West 41.12 feet; thence South 25°00'00" East 61.17 feet; thence South 64°59'56" West 8.80 feet; thence North 25°00'04" West 90.25 feet to a point on the North line of said Lot 20; thence, along said North line, South 65°00'00" West 10.00 feet; thence, leaving said North line, South 25°00'04" East 109.99 feet to a point on a line parallel with and distant 10.00 feet Northerly of as measured at right angles from the South line of said Lot 17; thence, along said parallel line, South 65°00'00" West 64.44 feet to a point on the West line of said Lot 17; thence, along said West line, South 25°00'00" East 10.00 feet to said POINT OF BEGINNING.

Containing 4,541.874 square feet (0.104 acres) of land, more or less.

The basis of bearings is the South line of said Lots 17 and 21, determined to be S65°W from said Deed.

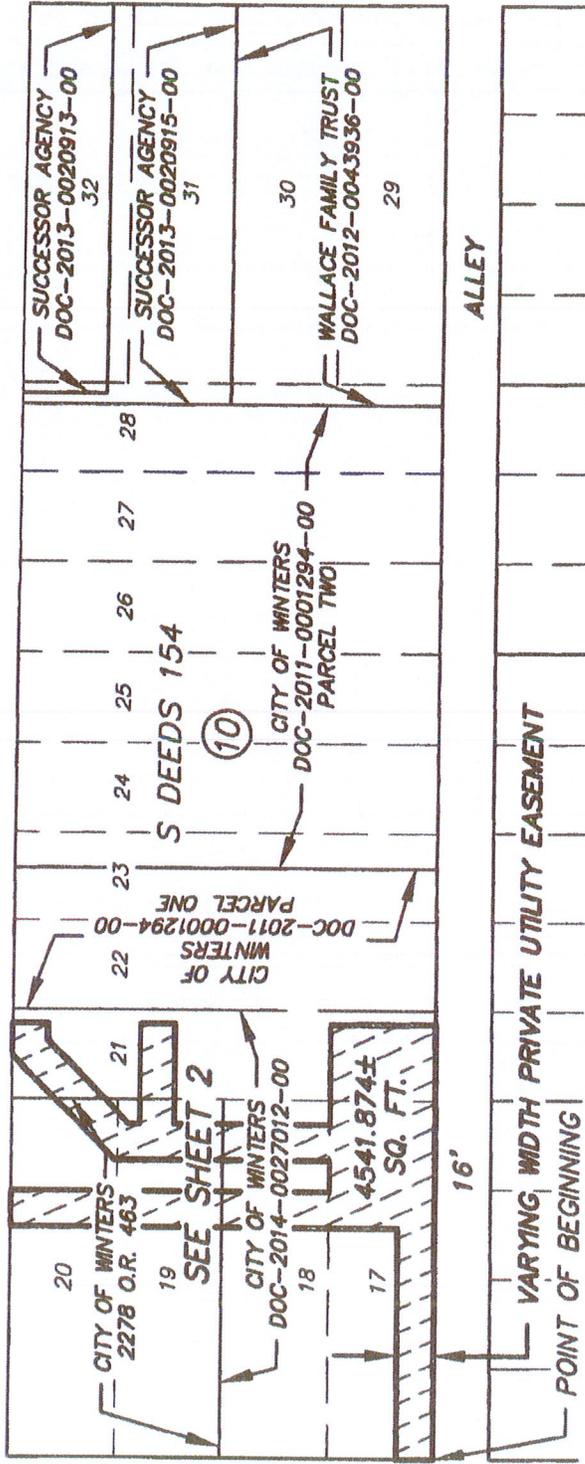
End of description.




Steven B. Killmer, L.S.

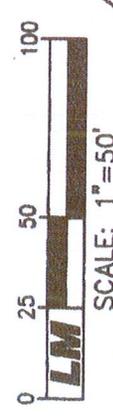
12-15-15
Date

ABBEY STREET



LINE TABLE

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N65°00'00"E	116.17'	L4	S25°00'00"E	10.00'
L2	N25°00'04"W	20.00'	L5	S65°00'00"W	86.17'
L3	S65°00'00"W	30.00'	L6	S24°59'16"E	10.00'



SCALE: 1"=50'

Steven B. Killmer

STEVEN B. KILLMER

12-15-15

DATE



EXHIBIT FOR

WINTERS HOTEL, LLC

BEING A PORTION OF THE RANCHO RIO DE LOS PUTOS, TOWNSHIP 8 NORTH, RANGE 1 WEST, MDM AND BEING PORTIONS OF LOTS 17 AND 21 OF BLOCK 10 AS SHOWN ON THAT MAP TITLED "MAP OF THE TOWN OF WINTERS", RECORDED IN BOOK S OF DEEDS AT PAGE 154, YOLO COUNTY RECORDS CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

LM 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 · FAX: (530) 662-4602

SHEET 1 OF 2 DECEMBER 15, 2015

#3999

LINE TABLE								
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N25°00'04"W	29.74'	L6	S64°59'56"W	27.92'	L11	S19°59'56"W	41.12'
L2	S64°59'56"W	27.92'	L7	N25°00'00"W	3.13'	L12	S25°00'00"E	61.17'
L3	N25°00'00"W	43.90'	L8	N19°59'56"E	32.84'	L13	S64°59'56"W	8.80'
L4	N64°59'56"E	27.92'	L9	N64°59'56"E	4.70'	L14	S65°00'00"W	10.00'
L5	N25°00'04"W	10.00'	L10	S65°00'00"W	8.84'	L15	S25°00'00"E	10.00'

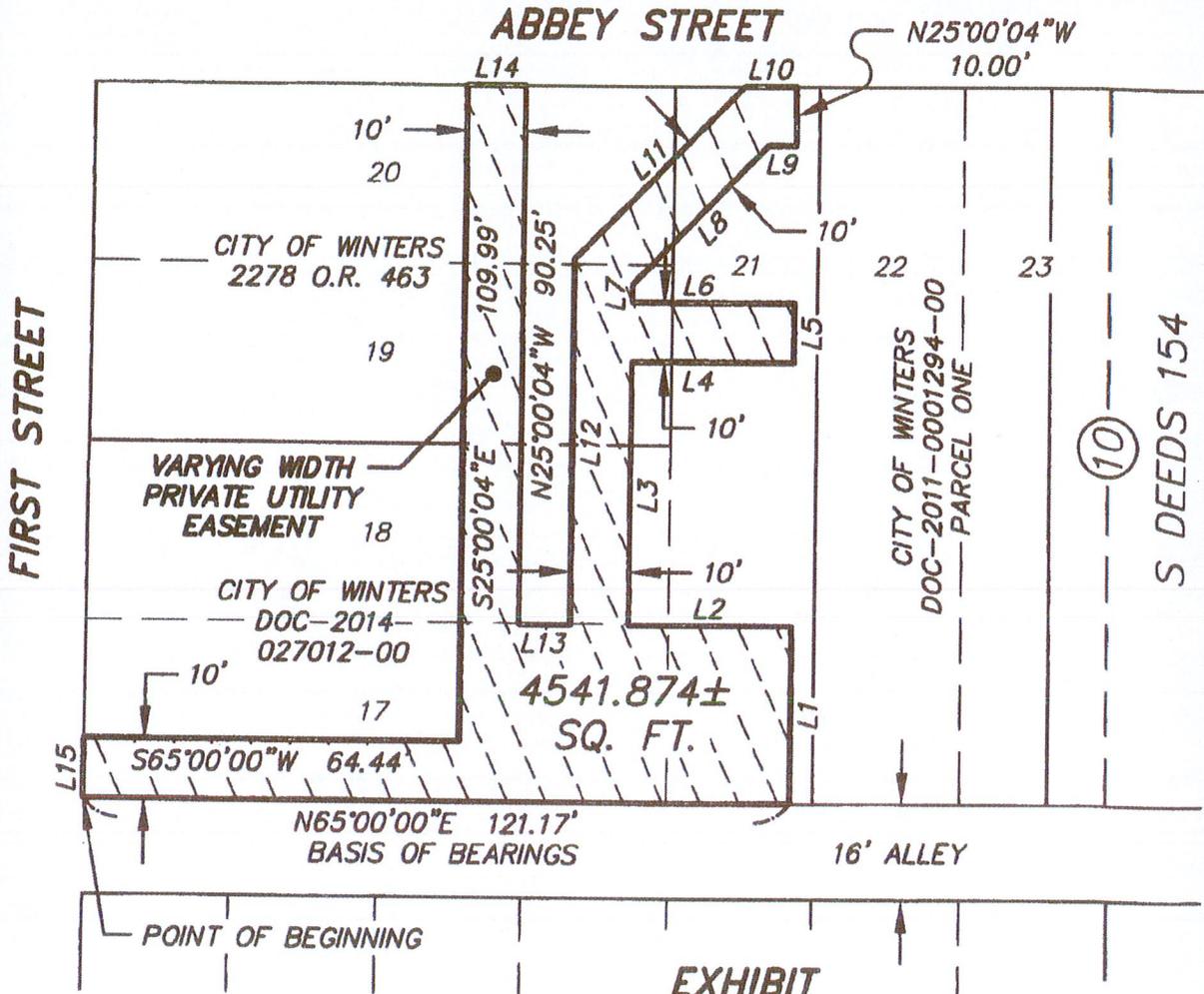


EXHIBIT
FOR
WINTERS HOTEL, LLC

BEING A PORTION OF THE RANCHO RIO DE LOS PUTOS,
TOWNSHIP 8 NORTH, RANGE 1 WEST, MDM
AND BEING PORTIONS OF LOTS 17 AND 21 OF BLOCK 10
AS SHOWN ON THAT MAP TITLED "MAP OF THE TOWN
OF WINTERS", RECORDED IN BOOK S OF DEEDS
AT PAGE 154, YOLO COUNTY RECORDS
CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

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SHEET 2 OF 2

DECEMBER 15, 2015

#3999

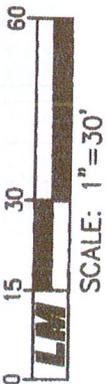


Exhibit A-2

Five feet (5') Wide Private Utility Easement for Storm Drain

LAND DESCRIPTION

PRIVATE UTILITY EASEMENT

THAT portion of real property situate in the City of Winters, County of Yolo, State of California, and being a portion of Rancho Rio de los Potos, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and also being portions of Lots 21 - 29 of Block 10, as shown on that map titled "MAP OF THE TOWN OF WINTERS", recorded in Book S of Deeds at Page 154, said County Records, being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 29; thence, from said POINT OF BEGINNING and along the South line of the North half of said Block 10, South 65°00'00" West 284.15 feet to a point that bears North 65°00'00" East 121.17 from the Southwest corner of said North half; thence, leaving said South line, North 25°00'04" West 5.00 feet to a point on a line parallel with and distant 5.00 feet Northerly of as measured at right angles from the South line of said North half; thence, along said parallel line, North 65°00'00" East 284.15 feet to the East line of said Lot 29; thence, along said East line, South 25°00'00" East 5.00 feet to said POINT OF BEGINNING.

Containing 1,420.765 square feet (0.032 acres) of land, more or less.

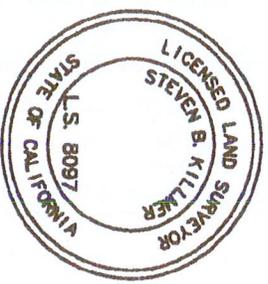
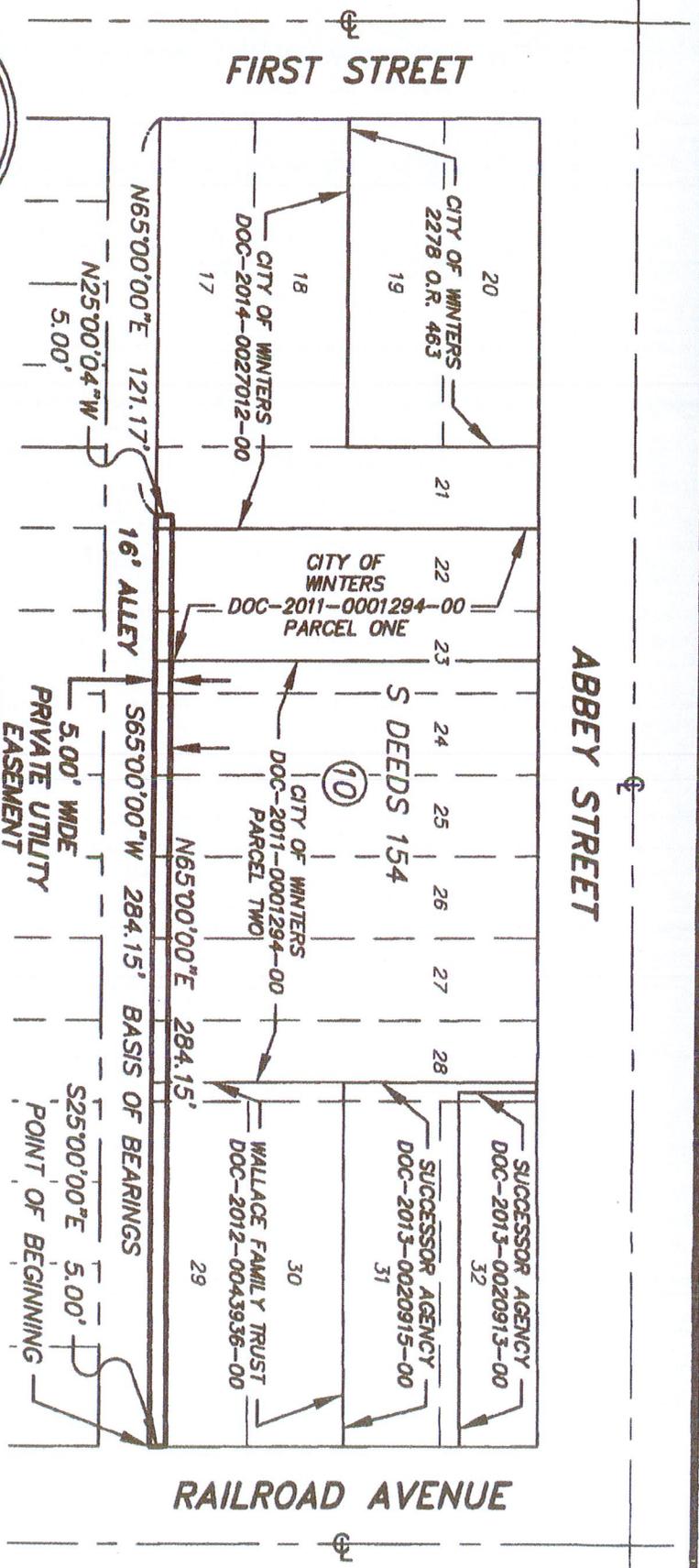
The basis of bearing is the South line of the North half of said Block 10, determined to be S65°W from said Deed.

End of description.



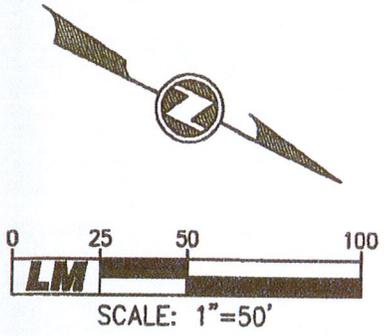

Steven B. Killmer, L.S.

12-15-15
Date



Steven B. Killmer
STEVEN B. KILLMER

DATE 12-15-15



1420.765± SQ. FT.

EXHIBIT

FOR WINTERS HOTEL, LLC

BEING A PORTION OF THE RANCHO RIO DE LOS PUTOS, TOWNSHIP 8 NORTH, RANGE 1 WEST, MDM AND BEING PORTIONS OF LOTS 21-29 OF BLOCK 10 AS SHOWN ON THAT MAP TITLED "MAP OF THE TOWN OF WINTERS", RECORDED IN BOOK S OF DEEDS AT PAGE 154, YOLO COUNTY RECORDS CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

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SHEET 1 OF 1
DECEMBER 15, 2015

#3999

Exhibit A-3

Five feet (5') Wide Private Sidewalk Easement

LAND DESCRIPTION

PRIVATE SIDEWALK EASEMENT

THAT portion of real property situate in the City of Winters, County of Yolo, State of California, and being a portion of Rancho Rio de los Putos, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and also being a portion of Lot 21 of Block 10, as shown on that map titled "MAP OF THE TOWN OF WINTERS", recorded in Book S of Deeds at Page 154, said County Records, being more particularly described as follows:

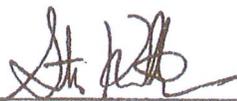
BEGINNING at a point on the South line of said Lot 21; said point being distant North 65°00'00" East 116.17 feet from the Southwest corner of Lot 17 of said Block 10; thence, from said POINT OF BEGINNING and leaving said South line, North 25°00'04" West 199.99 feet to the North line of said Lot 21; thence, along said North line, North 65°00'00" East 5.00 feet; thence, leaving said North line, South 25°00'04" East 119.99 feet to the South line of said Lot 21; thence, along said South line, South 65°00'00" West 5.00 feet to said POINT OF BEGINNING.

Containing 599.969 square feet (0.013 acres) of land, more or less.

The basis of bearings is the South line of said Lots 17 and 21, determined to be S65°W from said Deed.

End of description.





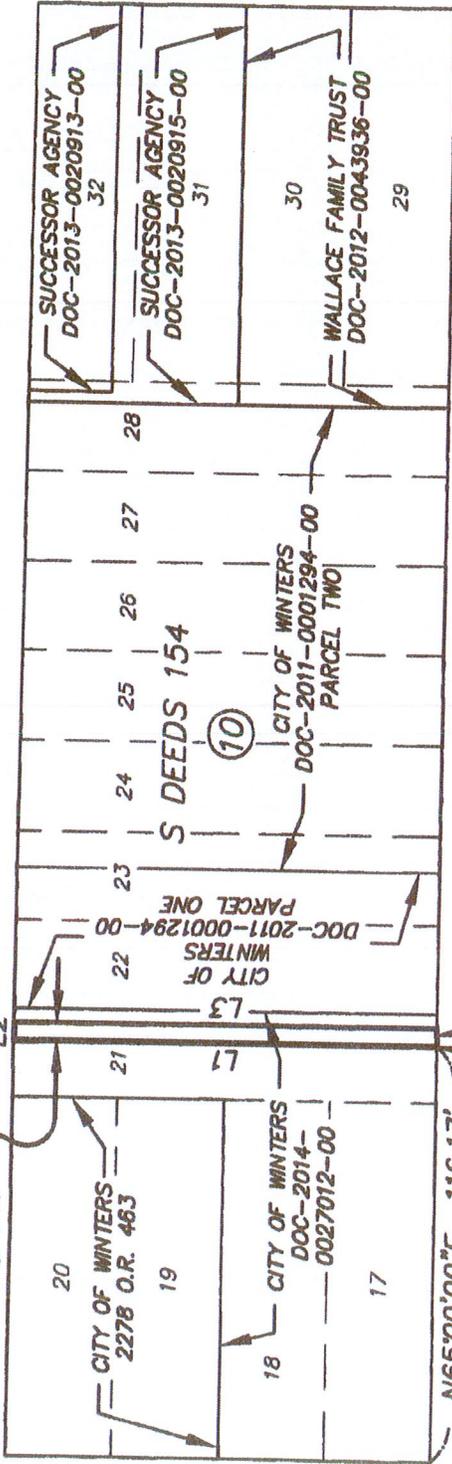
Steven B. Killmer, L.S.

12-15-15
Date

5' WIDE PRIVATE
SIDEWALK EASEMENT
599.969± SQ. FT.

ABBEY STREET

FIRST STREET



16' ALLEY

POINT OF BEGINNING

LINE TABLE			
LINE	BEARING	LENGTH	LINE BEARING LENGTH
L1	N25°00'04"W	119.99'	S25°00'04"E 119.99'
L2	N65°00'00"E	5.00'	S65°00'00"W 5.00'
L3			
L4			

EXHIBIT FOR

WINTERS HOTEL, LLC

BEING A PORTION OF THE RANCHO RIO DE LOS PUTOS,
 TOWNSHIP 8 NORTH, RANGE 1 WEST, MDM
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 CITY OF WINTERS, YOLO COUNTY, CALIFORNIA



SCALE: 1"=50'

Steven B. Killmer

STEVEN B. KILLMER



12-15-15

DATE

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