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Assessor/Recorder

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City of Dixon
Dixon City Hall
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**DEVELOPMENT AGREEMENT
RELATIVE TO THE DEVELOPMENT KNOWN AS
SOUTHPARK**

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THIS DEVELOPMENT AGREEMENT is made and entered into this 27 day of November, 2002, by and between the **CITY OF DIXON**, a municipal corporation ("City") and **SWD Land Company**, a California Joint Venture Partnership ("SWD"), pursuant to the authority of Article 2.5, Chapter 4, Division 1, Title 7 (Sections 65864 et seq. of the Government Code) relating to Development Agreements.

RECITALS

This Development Agreement is made and entered into in respect to the following matters:

A. In order to strengthen the public land use planning process, to encourage private participation in the process, to reduce the economic risk of development and to reduce the waste of resources, the Legislature adopted the Government Code sections 65864 to 65869.5 (herein the "Development Agreement Law"). The City Council of City has also adopted procedures to implement the Development Agreement Law and those procedures are found in Resolution No. 88-128, a Resolution Establishing Procedures for Consideration of Development Agreements (herein the "City Development Agreement Procedures.")

B. The Development Agreement Law authorizes cities and counties to contract with private interests for their mutual benefit in a manner not otherwise available to the contracting parties. Such agreements, as authorized by the Development Agreement Law, can assure property developers they may proceed with projects assured that approvals granted by public agencies will not change during the period of development of their projects except as may be provided in such agreements. Cities and counties are equally assured that costly infrastructure such as roads, sewers, schools, parks, recreational facilities, drainage facilities, fire protection facilities, police protection facilities, will be available at the time development projects come on line within their jurisdictions.

C. This Development Agreement relates to the development project in the southern portion of the City of Dixon known as the Southpark Project. The property subject to this Development Agreement is defined in Section 2.01 of this Development Agreement as "the Subject Property".

D. David W. Schulze and Kathleen H. Schulze, husband and wife, and Robert C. Schulze Jr. and B. Jeanette Schulze, husband and wife (collectively the "Schulzes") presently own legal title to the Subject Property. SWD is a joint venture partnership and has the option to acquire the Subject Property.

E. City and Developer have, in good faith, negotiated the terms of this Development Agreement hereinafter set forth. Said terms are consistent with the legislative purposes set forth above and will assure City, Developer and the residents of Dixon that the Subject Property will be developed in a manner consistent with the laws of the State of California and the ordinances, policies, procedures and adopted plans of the City, including the restrictions included in Measure B, as defined in Section 2.01 of this Development Agreement.

F. City, in response to Developer's applications for land use entitlements to develop the Subject Property and following public hearings and extensive environmental analysis, has granted various land use entitlements for the Project to be built on the Subject

Property which entitlements and approvals are described in **Exhibit A** attached to this Development Agreement. Any tentative subdivision map for the Southpark Project will comply with the provisions of Section 66473.7 of the California Government Code.

G. In support of the various entitlements and approvals for the Project to be constructed on the Subject Property, and in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines and the City Environmental Guidelines, the City Council of City has certified as adequate and complete a Final Environmental Impact Report and a Final Subsequent Environmental Impact Report ("FSEIR") for the Project to be built on the Subject Property. Except as potentially required for subsequent entitlements and approvals listed, no further environmental documentation is anticipated for said Project.

H. Development of the Subject Property pursuant to the terms and conditions of the various entitlements and approvals described in **Exhibit A**, the provisions of the City of Dixon General Plan and the mitigation measures provided for in the FSEIR will provide for orderly growth and development consistent with the City's General Plan, Measure B and other development policies and programs of City.

I. On October 15, 2002, the Dixon City Planning Commission, designated by City as the Planning Agency for purposes of Development Agreement review pursuant to Government Code Section 65867, considered this Development Agreement and made its recommendations to the City Council, which have been considered by the City Council.

J. City and Developer have taken all actions mandated by and fulfilled all requirements set forth in the City Development Agreement Procedures.

K. Having duly considered this Development Agreement and having held the noticed public hearings, City finds and declares that the provisions of this Development Agreement are consistent with the maps and text of the City's General Plan, any specific plan which is applicable to the Subject Property, the conditions of approval of the Rezoning, the conditions of approval of the Tentative Map and the approved mitigation measures for the Project set forth in the FSEIR and the Mitigation Monitoring Plan.

AGREEMENTS

City and Developer agree as follows:

ARTICLE 1

PRELIMINARY GENERAL PROVISIONS

Section 1.01 General Statement of Purposes of Agreement

The general purpose of this Development Agreement is to carry out the public purposes described in Section 65864 of the Development Agreement Law. It does so by providing both the Developer and City with contractual assurances that the Project which has been approved

for the Subject Property, or may be subsequently approved for the Subject Property, will be undertaken and completed by Developer in accordance with the vested entitlements and approvals described in this Development Agreement and subject to the various terms and conditions described in, or imposed by, the City under this Agreement for the benefit of the present and future residents of Dixon.

Section 1.02 Narrative Description of Project

The Project to be undertaken on the Subject Property is generally described in **Exhibit B** to this Development Agreement.

Section 1.03 Incorporation of Recitals

Recitals A through K are incorporated herein, including all exhibits referred to in said Recitals. In the event of inconsistency between the Recitals and the provisions of Articles I through 14, the provisions of Articles I through 14 shall prevail.

Section 1.04 Consistency With Dixon General Plan.

The City Council expressly found that the entitlements and approvals described in **Exhibit A** (the "Approved Entitlements") were consistent with the Dixon General Plan. The City Council further finds that this Development Agreement is also consistent with the Dixon General Plan, as amended. Finally, the City Council finds and determines that this Development Agreement is consistent with the terms of any adopted specific plan that is applicable to the Subject Property or portions thereof.

Section 1.05 Consistency With Measure B.

The City Council has carefully considered the authorizations and restrictions found in Measure B and the manner in which the City Council elected to implement Measure B in enacting Chapter 1 of Article II of the Dixon City Code and finds and determines the provisions of this Development Agreement are consistent with both Measure B and Chapter 1 of Article II of the Dixon City Code in all respects. In the event that any inconsistency exists between the provisions of this Development Agreement which relate to Measure B and the provisions of Chapter 1 of Article II, the provisions of this Development Agreement shall prevail.

Section 1.06 Project is a Private Undertaking.

It is agreed among the parties that the Project is a private development and that City has no interest therein except as authorized in the exercise of its governmental functions.

Section 1.07 Covenants Running With Land.

The provisions of this Development Agreement shall run with the land. Except as may otherwise be provided in this Development Agreement, each and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Development Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the portion thereof, sold, assigned or

transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of Developer contained in this Development Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

Section 1.08 Recordation of Agreement.

The City Clerk of City shall, within ten (10) days after the Effective Date, record this Development Agreement with the County Recorder, County of Solano.

Section 1.09 Notices and Initial Addresses.

Notices, demands, correspondence, and other communications (herein collectively referred to as "Notices") to City or Developer shall be deemed given if dispatched by prepaid first-class mail to the principal offices of the parties as set forth below: Notices to the City shall be to the attention of both the City Manager and the Community Development Director. Notice to Mortgage Lenders by City shall be given as provided above using the address provided by such Lender. Notices to Subsequent Landowner shall be required to be given by the City as required above only for those Subsequent Landowners who have given the City written notice of their address for giving of such notices. Any Party to this Development Agreement may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

The initial address for mailing notices or personal service to City shall be as follows:

City of Dixon
City Hall
600 East A Street
Dixon, CA 95620-3697

The initial address for mailing notices to Developer shall be as follows:

SWD Land Company
P.O. Box 255009
Sacramento, CA 95865
Attn: Tim Lien

The initial address for personal service on Developer shall be as follows:

SWD Land Company
8231 Alpine Ave, Suite 3
Sacramento, CA 95826
Attn: Tim Lien

Section 1.10 Reimbursement for Agreement Expenses of City

Developer agrees to reimburse City for reasonable and actual expenses over and above fees paid by Developer as an applicant for costs incurred by City relating to the preparation and processing of this Development Agreement, including recording fees, publishing fees, and

reasonable staff, consultant and attorney's costs not otherwise included within application fees then due and payable to the City. Such reimbursement shall be paid to the City prior to execution of this Development Agreement by the City, or at such earlier or later date as may be agreed to in writing by City and Developer.

Prior to the recordation of this Development Agreement: (a) Developer shall pay any and all installments of current and delinquent property taxes (including penalties and interest) which are liens against the Subject Property; (b) Developer shall also pay any and all installments of current and delinquent public improvement assessments (including penalties and interest) which are liens against the Subject Property; (c) Developer shall also pay any and all utilities or other fees or charges for the Subject Property which are delinquent. Developer shall provide the City Clerk with evidence of such payments prior to the recordation of said agreement by the City Clerk.

Section 1.11 Waiver by Developer of Right to Use Vesting Statutes.

The Parties to this Development Agreement intend that the provisions of this Development Agreement shall govern and control as to the procedures and the terms and conditions applicable to the development of the Subject Property over any contrary or inconsistent provisions contained in Section 66498.1 et seq. of the Subdivision Map Act, Section 65961 of the Planning and Zoning Law and Section 66474.2 of the Subdivision Map Act or any other State law now or hereafter enacted purporting to grant or vest development rights based on vested land use entitlements (herein "Other Vesting Statute").

In furtherance of this intent, and as a material inducement to the City to enter into this Development Agreement, the Developer, by executing this Agreement, and each Subsequent Landowner, by acquiring title to all or a portion of the Subject Property, agree that:

(a) Notwithstanding any provisions to the contrary in any Other Vesting Statute, this Development Agreement, and the conditions and requirements of land use entitlements for the Subject Property obtained while this Development Agreement is in effect shall govern and control the rights of the Developer and each Subsequent Landowner to develop the Subject Property.

(b) The Developer and each Subsequent Landowner waives, for itself and its successors and assigns, the benefits of any Other Vesting Statute insofar as they may be inconsistent or in conflict with the terms and conditions of this Development Agreement, and the land use entitlements for the Subject Property obtained while this Development Agreement is in effect; and

(c) So long as this Development Agreement is in effect, the Developer and each Subsequent Landowner will not make application for a land use entitlement under any Other Vesting Statute insofar as said application or the granting of the land use entitlement pursuant to said application would be inconsistent or in conflict with the terms and conditions of the Collective Standards.

Section 1.12 Cooperation of Parties.

Each Party to this Development Agreement agrees to cooperate with every other Party to this Development Agreement to accomplish in a reasonable and timely manner all of the obligations of the parties required under this Development Agreement or under the Collective Standards. Each party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings, that may be necessary or proper to achieve the purposes and objectives of this Development Agreement.

ARTICLE 2

DEFINITION OF TERMS

Section 2.01 Definitions.

As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section:

(a) "AB 1600 Fees" means all fees imposed by the City which are of the nature described and defined by Subparagraph (b) of Section 66000 of the Mitigation Fee Act. In addition, said term includes all fees, capacity charges and connection fees imposed by the City as described in Section 66013 of the Mitigation Fee Act for water service or sewer service.

(b) "Adopting Ordinance" means Ordinance Number ⁰²⁻017 which approved this Development Agreement.

(c) "Approving Authority" means the City Council, Planning Commission, Design Review Commission or other board, commission, officer or employee of the City who has final authority by statute, ordinance, resolution or regulation to either approve, conditionally approve or disapprove of a given matter.

(d) "Assumption Agreement" means an agreement substantially conforming to the model assumption agreement described in Exhibit C or other agreement in a form approved by the City Attorney, executed by either the Developer and a Subsequent Landowner or by a Subsequent Landowner and another Subsequent Landowner, in which a Subsequent Landowner acquiring an interest in all or a portion of the Subject Property expressly assumes various obligations relating to the development of the Project, or portion thereof which are imposed upon Developer under the terms of this Development Agreement.

(e) "CEQA" means the California Environmental Quality Act, Sections 21000, et seq., of the Public Resources Code of the State of California.

(f) "Certificate of Occupancy" means a final certificate of occupancy issued by the building official of the City or, if the City's Building Code does not provide for the issuance of a certificate of occupancy for a particular structure, the functional equivalent thereto.

(g) "City" means the City of Dixon, or its designee.

(h) "City Council" means the City Council of the City of Dixon, or its designee.

(i) "Collective Standards" means:

(i) The provisions of this Development Agreement; and

(ii) Land use entitlements and approvals (subject to applicable conditions and CEQA mitigation measures) applicable to the Subject Property and the Project listed in **Exhibit A**.

(iii) Land use entitlement and approvals (subject to applicable conditions and CEQA mitigation measures) applicable to the Subject Property and the Project that are granted to all or a portion of the Subject Property and the Project following the Effective Date.

(iv) Existing Land Use Regulations, except to the extent that they are collectively or individually subject to Reserved Powers.

(v) Terms and conditions set forth in any City Approval required in connection with development of the Project.

(j) "City Approvals" has the meaning set forth in Section 6.01 of this Development Agreement.

(k) "Days" means calendar days. If the last day to perform an act under this Development Agreement is a Saturday, Sunday or Legal Holiday of the State of California, said act may be performed on the next succeeding calendar day that is not a Saturday, Sunday or Legal Holiday of the State of California and in which the offices of City are open to the public for business.

(l) "Default" means a material failure of performance, or unreasonable delay in performance, by any Party to this Development Agreement, of any of the terms and conditions of this Development Agreement which that party has a duty to perform. When any Party to this Development Agreement is in Default, to the extent that said Default proximately causes delays in any other party's performance required by this Development Agreement, said delay in performance caused by the Default shall not constitute a Default by the party whose performance was thereby delayed.

(m) "Developer" shall mean SWD Land Company, a California joint venture partnership. The term shall also include any person or entity which has acquired all of the interests of the Developer in the Subject Property and which, in accordance with the requirements of Article 9 of this Development Agreement, has agreed to assume each and every liability of the Developer to the City under this Agreement.

(n) "Director" means the Community Development Director for the City of Dixon.

(o) "Dixon General Plan" means the General Plan of the City of Dixon, as amended in connection with the Project, and consisting of the following elements:

- (i) Land Use Element (1993)
- (ii) Circulation Element (1993)
- (iii) Open Space Element (1993)
- (iv) Housing Element (2002)
- (v) Noise Element (1993)
- (vi) Safety Element (1993)
- (vii) Conservation Element (1993)
- (viii) Economic Development Element (1994)

(p) "Dixon Subdivision Ordinance" means the Subdivision Ordinance of the City of Dixon, currently found in Chapter 10 of Article II of the Dixon City Code, as amended April 11, 2000.

(q) "Dixon Zoning Ordinance" means the Zoning Ordinance of the City of Dixon, currently located in Chapter 12 of Article II of the Dixon City Code, as amended .

(r) "Effective Date" means the effective date of the Adopting Ordinance.

(s) "Existing Land Use Regulations" means the following exclusive list of ordinances, resolutions and regulations adopted by the City Council in effect on the Effective Date and applicable to the development of the Subject Property:

- (i) The Dixon General Plan; and
- (ii) The Dixon Zoning Ordinance; and
- (iii) The Dixon Subdivision Ordinance; and

(iv) The Measure B Residential Growth Implementation Plan found in Chapter 1 of Article II of the Dixon City Code.

The term "Existing Land Use Regulations" does not include ordinances, resolutions or regulations not listed above. Without limiting the foregoing, the term "Existing Land Use Regulations" does not include, for example, those ordinances, resolution and regulations relating to:

- (i) Fees, rates and charges subject to Article 8 of this Development Agreement;
- (ii) Regulatory Update Fees;
- (iii) Fire and building construction standards;

(iv) Regulations relating to the temporary use of land, the control of traffic, the regulation of sewers, water, and similar subjects, and the abatement of public nuisances; and

(v) City Engineering Design Standards and Construction Specifications.

(t) "Final Subsequent Environmental Impact Report" or "FSEIR" means the Southpark Final Subsequent Environmental Impact Report certified by Resolution No. 02-111 of the City Council on June 25, 2002, and the accompanying Mitigation Monitoring Program.

(u) "Measure B" means that ballot measure as approved by the electorate of the City on April 8, 1986, reapproved by the City Electorate on November 5, 1996, as implemented by: i) the Measure B Residential Growth Implementation Plan, Chapter 1 of Article II of the Dixon City Code, as adopted April 9, 2002; and ii) the provisions of Article 5 of this Development Agreement.

(v) "Mitigation Fee Act" has the meaning set forth in Section 66000.5 of the California Government Code.

(w) "Mortgage" means a mortgage, deed of trust or sale and leaseback arrangement in which the Property, or a portion thereof or an interest therein, is sold by Developer and leased back concurrently therewith (which arrangement is subject to no prior contractual encumbrances securing payment of money), or other transaction in which the Property, or a portion thereof or an interest therein, is pledged as security, contracted in good faith and for fair value.

(x) "Mortgage Lender" shall mean any person or entity who is the holder of the beneficial interest under a Mortgage, or the owner of the Property, or interest therein, under a Mortgage.

(y) "Parties to this Development Agreement" or "Party to this Development Agreement" shall mean and include:

- (i) City; and
- (ii) Developer; and
- (iii) Any Subsequent Landowner; and

(iv) Any Mortgage Lender subject to the limitations and restrictions upon the rights, duties and privileges of a Mortgage Lender contained in Article 9 of this Development Agreement.

(z) "Project" means the anticipated development of the Subject Property as described in **Exhibit B** and as provided for in the provisions of this Development Agreement, and all other incorporated exhibits.

(aa) "Regulatory Processing Fees" means fees and charges adopted by the City for the purpose of defraying the City's reasonable costs incurred or to be incurred in the processing and administration of any form of regulatory permit, license, land use entitlements, or imposed by the City to defray the costs of periodically updating its plans, policies and procedures, including, but not limited to, the fees and charges referred to in Section 66014 of the Mitigation Fee Act.

(bb) "Reserved Powers" shall mean those powers explicitly reserved to the City by this Development Agreement.

(cc) "Residential Development Allotment" shall mean the City approval which must be obtained by a Developer before a building permit can be issued for a Residential Development Project pursuant to the provisions of Measure B and the Measure B Residential Growth Implementation Plan contained in Chapter 1 of Article II of the Dixon City Code. A Residential Development Allotment shall be subject to such terms and conditions as are provided for in this Development Agreement.

(dd) "Subsequent Landowner" is a party who has acquired all or any portion of the Subject Property from the Developer other than a Mortgage Lender and the owner of any single-family residential lot or parcel who has been released from liability under this Development Agreement pursuant to the provisions of Section 9.02 of Article 9. The term also includes any party other than a Mortgage Lender who has acquired all or any portion of the Subject Property from another Subsequent Landowner.

(ee) "Subject Property" shall mean all of that real property which is the site of the Project and is more particularly described in **Exhibit D** attached hereto.

(ff) "Utility Rates or Fees" means rates or charges for water, sewer, storm drainage, solid waste removal, electrical service, and other utilities and services which are or may be imposed or collected by the City.

Section 2.02 Additional Definitions

The definitions set forth in this Article are not the exclusive definitions for all terms used in this Development Agreement and other definitions provided for terms in other Articles of this Development Agreement shall be used whenever provided and shall be of general application in this Development Agreement.

ARTICLE 3

TERM OF THIS DEVELOPMENT AGREEMENT AND EXTENSIONS

Section 3.01 Initial Term of Agreement

Subject to the provisions of Section 1.08 of this Development Agreement, the Initial Term of this Development Agreement shall commence on the Effective Date, and shall continue for a period of fifteen (15) full calendar years thereafter unless sooner terminated as provided in this Development Agreement.

Section 3.02 Developer's Right to Extension

If, by the expiration of the Initial Term of this Development Agreement, the City has extended the time by when the Developer may obtain building permits for the Project, as provided in Section 5.03 of this Development Agreement and Section 1.12 of Chapter 1 of Article II of the Dixon City Code, the term of this Development Agreement shall be extended until one year after the last date by when such building permits may be obtained.

Section 3.03 Extension by Agreement.

The term of this Development Agreement may be extended at any time before its termination date by the mutual agreement of the Parties to this Development Agreement and in accordance with the City's Development Agreement Procedures and the Development Agreement Law.

ARTICLE 4

DEVELOPER'S VESTED RIGHTS FOR PROJECT ENTITLEMENTS CONTAINED WITHIN THE COLLECTIVE STANDARDS

Section 4.01 Developer's Vested Rights and Obligations as to the Project.

During the term of this Development Agreement the development rights, obligations, terms and conditions specified in the Collective Standards are fully vested in the Developer and may not be changed or modified by the City except as may be expressly permitted by, and in accordance with, the terms and conditions of this Development Agreement, or as expressly consented thereto by the Developer.

Section 4.02 Developer's Vested Rights as to Permitted Uses and Development Standards as to the Project.

The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, the construction, installation and extension of public improvements,

development guidelines and standards, implementation programs for processing of subsequent entitlements and other conditions of development for the Project on the Subject Property shall be those set forth in the Collective Standards. The parties hereto intend that the Collective Standards shall control all subsequent actions, whether discretionary or ministerial, relating to the development and occupancy of the Project, except as otherwise set forth in this Development Agreement.

Section 4.03 Developer's Vested Rights as to Conflicting Future Enactments

Except as provided for as a Reserved Power or as otherwise provided for in this Development Agreement, no ordinance, resolution, initiative or other measure adopted after the Effective Date and directly or indirectly related to development or construction within the City shall apply to development or construction of the Project on all or any part of the Subject Property if said ordinance, resolution, initiative or other measure is in conflict with this Development Agreement, or any amendment thereto, or reduces the development rights provided by this Development Agreement. Without limiting the foregoing general statement, an ordinance, resolution, initiative or other measure shall be deemed to conflict with this Development Agreement if the ordinance, resolution, initiative or measure seeks to accomplish any one or more of the following results, either with specific reference to this Subject Property or as part of a general enactment that applies to this Subject Property:

(i) Limiting or reducing the density or intensity of development of the Project on the Subject Property such as increased lot sizes, increased lot setbacks, reduced structural heights or reduced structural sizes; or

(ii) Limiting the timing of the development of the Project on the Subject Property in any manner.

Section 4.04 Developer's Obligations for Project Conditions of Approval.

The rights vested in Developer and the Subject Property under this Article are subject to and subordinate to the obligations of Developer to fully perform in a timely manner all of the conditions of approval imposed upon the Developer or Subject Property in or under the Collective Standards.

The conditions of approval which were imposed in connection with the certification of the FSEIR, approval of the rezoning of and planned development standards for the Subject Property under Ordinance No. 02-008, approval of amendments to the General Plan under Resolution 02-112, and approval of the tentative subdivision map for the Subject Property under Resolution No. 02-123, are set forth in Exhibit E attached to this Agreement.

Section 4.05 Developer's Obligations for Construction of Major Project Infrastructure; Phasing of Construction.

The rights vested in Developer and the Subject Property under this Article are subject to and contingent upon the obligations of Developer to fully construct all of the public roads, structures, facilities or improvements needed for the Project as required by the Collective Standards. Exhibit F is a summary of the major on- and off-site infrastructure needed for the

Project indicating the Project Phase during which this major infrastructure will be completed. **Exhibit F-1** is a map depicting these Phases. No building permit shall be issued for construction in any phase of the Project unless and until all infrastructure improvements required for that Phase and all previous Phases has either been completed or the completion thereof has been secured to the satisfaction of the City.

Section 4.06 **Timing of Construction of Multifamily Units.**

Condition No. 20 set forth in Ordinance No. 02-008 (set forth in **Exhibit E** hereto) allows City and Developer to address in the Development Agreement the timing of the construction of the multifamily units within the Project. Developer shall obtain building permit(s) and commence construction for at least 102 multifamily units prior to the issuance of a Certificate of Occupancy for the 300th single family unit, or by December 31, 2004, whichever occurs first, and shall obtain a building permit(s) and commence construction on the balance of the 161 multifamily units prior to the issuance of a Certificate of Occupancy for the 450th single family unit. Developer shall be deemed to have "commenced construction" when it has begun actual construction of the foundation(s) for the units. Developer shall complete the construction of at least 102 multifamily units not later than December 31, 2005 and shall diligently prosecute construction of the remainder of the multifamily units to completion in a timely manner.

Section 4.07 **Affordable Housing.**

The Parties shall enter into an affordable housing agreement prior to the issuance of the first Certificate of Occupancy for the Project, which agreement shall ensure that the Developer include within the Project housing affordable to low and moderate-income households. The affordable housing agreement shall address such issues as number of units, whether they are rental or ownership units, the affordability of the units, the duration of affordability controls, and the location of units within the Project. The affordable housing agreement shall not require that more than twelve percent (12%) of the units built within the Project be affordable.

Section 4.08 **Commercial Development.**

The Project includes 3.75 acres of land zoned to permit the construction of commercial facilities. The commercial portion of the Project shall be developed in accordance with the Collective Standards, including without limitation the permitted and prohibited uses identified in **Exhibit E** to this Development Agreement.

ARTICLE 5

**DEVELOPER'S VESTED RIGHTS TO RESIDENTIAL DEVELOPMENT ALLOTMENTS
UNDER MEASURE B**

Section 5.01 **Applicability of Measure B to Project.**

The City Council hereby determines that the provisions of Measure B are applicable to this Project and elects to exercise its legislative authority under Measure B to make available eight

hundred thirty-seven (837) Residential Development Allotments for use by Developer in the calendar years 2003, 2004, 2005, 2006, 2007, 2008, 2009, and 2010 for the construction of the residential housing component of this Project.

Section 5.02 Allocation of Residential Development Allotments to Project.

(a) City Council finds and determines that each of the six hundred seventy-six (676) single family lots and each of the two (2) multifamily parcels (which include and are entitled for one hundred sixty-one (161) dwelling units) to be developed in this Project is an "Eligible Parcel" within the meaning of the provisions of Chapter 1 of Article II of the Dixon City Code. In addition, the City Council allocates the following number of Residential Development Allotments to the Project for use by Developer or by a Subsequent Landowner or Subsequent Landowners:

- (i) For the Calendar Year 2003: 277 allotments.
- (ii) For the Calendar Year 2004: 123 allotments.
- (iii) For the Calendar Year 2005: 17 allotments.
- (iv) For the Calendar Year 2006: 45 allotments.
- (v) For the Calendar Year 2007: zero allotments.
- (vi) For the Calendar Year 2008: 138 allotments.
- (vii) For the Calendar Year 2009: 152 allotments.
- (viii) For the Calendar Year 2010: 85 allotments.

(b) Prior to the issuance of the first building permit for the Project, Developer shall submit to the City a map of the Project annotated to show how allotments have been assigned among the parcels that make up the Project. This map shall be updated prior to January 1 of each year to show how Developer intends to allocate the allotments for the next calendar year among the parcels.

(c) Except as otherwise provided in this Development Agreement, the provisions of Chapter 1 of Article II of the Dixon City Code shall apply to the above-mentioned Residential Development Allotments.

Section 5.03 Deadline for Applying for and Obtaining Building Permits.

(a) No later than September 30th of the year in which a Residential Development Allotment was allocated pursuant to Section 5.02(a), the Developer shall either:

- (i) Submit an application for a building permit for the allotment; or
- (ii) Obtain a resolution of the City Council granting an extension of time in which to file an application for a building permit, which extension shall not be later than September 30 of the following calendar year.
- (iii) If by September 30th of the year in which a Residential Development Allotment was allocated (or such later date as may have been approved by

resolution of the City Council pursuant to Section 5.03(a)(ii)) the Developer has not submitted an application for a building permit for the allotment, then the Residential Development Allotment shall terminate in accordance with Measure B.

(b) If by December 15th of the year in which a Residential Development Allotment was allocated the Developer has not obtained a building permit (including payment of all fees not otherwise deferred), then the Residential Development Allotment shall terminate in accordance with Measure B. If the City Council by resolution extended the time for filing an application for the building permit pursuant to Section 5.03(a)(ii) above, then the date for obtaining the building permit shall be extended accordingly.

(c) For purposes of tracking a Residential Development Allotment under Measure B, the Allotment shall be considered to have been used in the year in which it was initially allocated regardless of whether the building permit for that allotment was actually obtained in that year or the following year (if the date for filing the application for a building permit was extended into that following year by resolution of the City Council pursuant to Section 5.03(a)(ii).)

Section 5.04 Use of Allotments for Project.

Residential Development Allotments allocated pursuant to Section 5.02 hereof are not transferable, except in connection with the sale of an Eligible Lot or Eligible Lots to a Subsequent Landowner who immediately assumes all of the obligations of the Developer under this Agreement as provided in Article 9 of this Development Agreement. Any attempt by the Developer to sell, assign, pledge, transfer or otherwise divest itself of a Residential Development Allotment except as provided for in this Section 5.04 shall be void and shall have no force and effect. Residential Development Allotments are not transferable to Mortgage Lenders except as specifically provided in Section 9.06 of this Development Agreement.

ARTICLE 6

**DEVELOPER'S VESTED RIGHTS CONCERNING
ENTITLEMENT AND PERMIT PROCESSING**

Section 6.01 City Approvals of Project Permits and Approvals.

(a) Subject to Developer's compliance with this Development Agreement and the procedural requirements contained in the City's ordinances, general plan, all applicable specific plans of the City and all applicable land use regulations of the City, the City agrees to timely process and consider applications for land use and building entitlements, including, but not limited to, design review, planned development plans, PUD development plans, variances, site development plans, subdivision improvement plans and agreements, building plans and permits, specifications, landscape plans, grading plans and permits, parcel maps, tentative subdivision maps, final subdivision maps (including phased final subdivision maps), amendments to maps, lot line adjustments, covenants for easements, resubdivisions, use permits and certificates of occupancy reasonably necessary or desirable to accomplish the

goals, objectives, policies, standards, and plans described in the Collective Standards (collectively "City Approvals").

(b) City Approvals shall also include any applications, permits and approvals required to complete the infrastructure and improvements necessary to develop the Project on the Subject Property (collectively, the "Improvements"), in accordance with the Collective Standards, including, without limitation, those related to: (i) clearing the Subject Property; (ii) grading the Subject Property; (iii) construction of roads, storm drainage facilities, sewer facilities, and other utility facilities and connections; (iv) construction of water treatment and delivery facilities and storage tanks; and (v) construction of all structures and facilities accessory thereto subject to the limitations set forth in the Collective Standards.

Section 6.02 City's Rights to Withhold Permits and Approvals.

City's obligations set forth above in Section 6.01 shall not limit the City's right to withhold such City Approvals for failure to conform to the Collective Standards or other requirements imposed pursuant to the City's exercise of its Reserved Powers.

Section 6.03 Timely Processing by City Staff

Subject to the submittal of information required by the California Environmental Quality Act, City Approvals and any environmental review required thereon shall be processed and considered by the City on a timely basis; provided that applications for such approvals are submitted to the City during the term of this Development Agreement; and provided further that Developer is not in default under the terms and conditions of this Development Agreement. City agrees to hire or retain, or both, appropriate personnel and consultants to process all City Approvals in an expeditious manner. The cost of personnel and consultants hired or retained to process such City Approvals shall be paid by Developer.

Section 6.04 Term of Tentative Subdivision Maps and Planned Development Approvals.

City and Developer agree that the term of any Tentative Subdivision Map approved for the Project shall be extended to coincide with the term then remaining on this Development Agreement.

ARTICLE 7

**CITY'S RESERVED POWERS AND OBLIGATIONS RELATING TO
PRESENT AND FUTURE PROJECT ENTITLEMENTS AND APPROVALS; DEVELOPER'S
OBLIGATIONS RELATED TO CERTAIN PUBLIC IMPROVEMENTS**

Section 7.01 Reserved Powers Relating to Project Entitlements and Approvals.

Notwithstanding any other provision of this Development Agreement, and without limitation as to any other exceptions contained in this Development Agreement, the City shall have the

following Reserved Powers and retain the authority to take the following actions:

(a) Grant or deny applications for land use entitlements and approvals for the Subject Property which have not been approved as of the Effective Date, subject to the limitations of the Existing Land Use Regulations; and

(b) Approve, disapprove or revise subdivision maps, parcel maps or boundary line adjustments for the Project on the Subject Property which are not a part of the Approved Entitlements, subject to the limitations of the Existing Land Use Regulations; and

(c) Apply or adopt and apply design and construction requirements for specific public improvements to serve the Project on the Subject Property, except to the extent that such requirements are a part of the Existing Land Use Regulations or expressly set forth in this Development Agreement; and

(d) Adopt and apply property transfer and/or excise taxes; and

(e) Adopt regulations to protect the City and its citizens from a verifiable immediate adverse risk to health and safety, including, but not limited to, lack of sufficient sewer, water or drainage facilities; and

(f) Adopt or increase any fees, charges, assessments or special taxes expressly provided for by the terms of this Development Agreement or which are not expressly prohibited by the terms of this Development Agreement; and

(g) Adopt or undertake enforcement of land use regulations, ordinances, policies, or programs, resolutions in order to comply with state or federal laws, plans or regulations, provided that in the event that such state or federal laws, plans or regulations prevent or preclude compliance with one or more provisions of this Development Agreement, such provision or provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations; and

(h) Adopt land use regulations, ordinances, policies, programs or resolutions after the Effective Date that are not in conflict with, or are less restrictive than, the terms and conditions for development of the Project on the Subject Property established by this Development Agreement or otherwise applicable Existing Land Use Regulations; and

(i) Adopt land use regulations, ordinances, policies, programs, resolutions or fees after the Effective Date that are in conflict with the Existing Land Use Regulations, but which are either expressly made not applicable to the Subject Property or are consented to by the Developer or the applicable Subsequent Landowner either through amendment of this Development Agreement or by separate document.

The foregoing Reserved Powers may be exercised by the City acting through its elected or appointed officials or its employees, or directly by the electors acting through the initiative process.

Section 7.02 City's Reserved Powers Relating to Changes to Existing Land Use Regulations and Updating of the City Zoning Ordinance.

(a) If the City Zoning Ordinance or City Subdivision Ordinance is amended after the Effective Date to authorize greater densities and intensity of use on any or all of the Subject Property or greater maximum height and size of buildings on the Subject Property, the amended portions of the City Zoning Ordinance or City Subdivision Ordinance that take effect after the Effective Date shall not apply to the development of the Subject Property unless those amended provisions expressly state that they are intended to apply to the Subject Property.

(b) In addition, the City Council and the City Planning Commission have instituted a program to update the City Zoning Ordinance (Chapter 12 of Article II of the Dixon City Code) and have conducted preliminary public hearings on various proposed revisions to that document. It is anticipated that the updated Zoning Ordinance will be approved by the City Council during the term of this Development Agreement and will include various new provisions that may affect or will affect the use or development of the Subject Property as well as all other properties of a similar nature located within the City.

(c) Developer has been made aware of this program and the intent of the City Council to make the provisions of the updated Zoning Ordinance, when enacted, applicable to all properties in the City, including lots and parcels in the Subject Property, to the maximum extent permitted by law and by the terms of this Development Agreement. Accordingly, Developer, for itself and for any and all Subsequent Landowners, does hereby waive and relinquish any and all rights, limitations and protections afforded to it and to Subsequent Landowners under the provisions of Section 65961 and Section 66474.2 of the Government Code in respect to the updated Zoning Ordinance and its revised provisions and agrees that the provisions of said updated Zoning Ordinance, when enacted at a future date, will apply to the Subject Property without regard to any limitations or restrictions in said Section 65961 and Section 66474.2 that might otherwise make such provisions of the updated Zoning Ordinance inapplicable to the Subject Property; provided, however, that no such new limitation or restriction may be enforced against the Subject Property if such limitation or restriction would:

(i) Limit or reduce the density or intensity of development of the Project on the Subject Property such as increased lot sizes, increased lot setbacks, reduced structural heights or reduced structural sizes; or

(ii) Limit or affect the timing of the development of the Project on the Subject Property in any manner.

(d) Notwithstanding the foregoing, neither Developer nor any Subsequent Landowner shall have the right to utilize or claim the benefit of any revisions to the Zoning Ordinance, and such revisions shall not apply to the development of the Subject Property, unless those amended provisions expressly state that they are intended to apply to the Subject Property.

Section 7.03 City's Reserved Powers Relating to Further Reviews.

Developer acknowledges that the Existing Land Use Regulations contemplate further

reviews of elements of the Project by the City. These reviews include, but are not limited to, finalization of the financial actions necessary to implement the City's Capital Improvement Plan, the monitoring and implementation of environmental mitigation measures adopted for the Project, design review of structures and signs, and CEQA review of individual phases of the Project as it builds out. Nothing in this Development Agreement shall be deemed to limit or expand the legal authority of City with respect to such reviews, which authority shall be a Reserved Power, exercised consistent with this Development Agreement.

Section 7.04 City's Reserved Powers to Enforce Collective Standards

The City expressly reserves the right to enforce any and all ordinances, regulations, conditions, restrictions, policies, procedures which are included in or related to the terms and conditions applicable to the development of the Project on the Subject Property under the Collective Standards and may do so in any manner provided for by law or by ordinance notwithstanding the default provisions of this Development Agreement contained in Article 11 of this Development Agreement. The election of the City to enforce such ordinances, regulations, conditions, restrictions, policies, procedures in any manner provided for by law or by ordinance shall not constitute an election of remedies by the City. City expressly reserves the right to invoke the default provisions of this Development Agreement as an additional remedy to enforce its rights in connection with such matters.

Section 7.05 Obligations of Developer Related to Construction of, or Payment for, Certain Public Improvements; Reimbursements.

(a) Neighborhood Park. The Project contains a 6.0 acre (5.0 acre net) Neighborhood Park Site. Developer shall construct this park and receive reimbursement from the City for the costs thereof in accordance with this Section 7.05(a).

(i) Developer shall submit plans for design of the park to City for review and approval during the 2003-2004 fiscal year and shall complete construction of said park no later than June 30, 2005. Developer shall submit a not-to-exceed budget to the City for review and approval prior to commencing any design or construction activity on the park. The improvements shall be constructed in accordance with the approved design and budget and the Collective Standards.

(ii) Costs to construct the neighborhood park eligible for reimbursement include actual hard and soft costs of design, engineering, construction, construction management, City staff time actually paid by Developer in connection with design and construction of the park, and similar costs as follows:

(1) Design, engineering, soils testing and similar costs shall be reimbursed during fiscal year 2003-2004, within thirty (30) days after Developer submits proof of costs incurred to City. In no event shall the total amount reimbursed by City for these costs exceed the lesser of: (A) the amount actually expended by Developer; (B) the amount set forth in the approved budget; or (C) \$115,000.

(2) Hard construction costs and construction management allowance not to exceed three percent (3%) of hard construction costs shall be reimbursed

during fiscal year 2004-2005, within thirty (30) days after Developer submits proof of costs incurred, along with appropriate lien releases, to City, but in no event prior to acceptance of the improvements by the City. In no event shall the total amount reimbursed by City for these costs exceed the lesser of: (A) the amount actually expended by Developer; (B) the amount set forth in the approved budget; or (C) \$851,000.

(b) Pond A and Lateral 1. The Collective Standards require Developer to pay its fair share of the hard and soft costs of the design, construction, operation and maintenance of certain drainage improvements known as "Pond A" and "Lateral 1". The parties agree as follows:

(i) Developer's fair share of the costs of design and construction of these drainage improvements shall be:

(1) Forty-seven percent (47%) of the costs for Pond A; and

(2) Thirty-five percent (35%) of the costs for Lateral 1; and

(3) One hundred percent (100%) of the costs for the pump station needed for the Project.

(ii) Developer's fair share of the costs of operation and maintenance of these drainage improvements shall be:

(1) Twenty-one percent (21%) of the costs for Pond A and Lateral 1; and

(2) One hundred percent (100%) of the costs for the pump station needed for the Project.

(iii) Payment of a pro-rata portion of Developer's share of design and construction costs shall be made prior to issuance of each building permit for the Project.

(iv) Prior to the issuance of the first Certificate of Occupancy for the Project, Developer shall provide a mechanism for funding the ongoing maintenance costs of the drainage improvements, either through the formation of an assessment district or through another funding mechanism approved by the City. City shall timely process any petition for formation of such an assessment district.

(c) Sewer Trunk Line. The Collective Standards require Developer to construct a 27" sewer trunk line on Parkway Blvd. from South First Street (SR 113) to "A" Street as part of the phase 1 improvements for the Project, and to design and oversize the same to accommodate potential future development to the west of the Project and the diversion of existing flow from the existing sewer lift station at Pitt School Road and West A Street. The oversizing of this trunk line will cause Developer to incur costs in excess of that which Developer would have incurred had said sewer line been constructed to serve only the Project. City agrees to reimburse Developer for sixty-four percent (64%) of the Developer's actual costs of construction (but not design or engineering) of said sewer line subject to the following:

(i) Developer shall submit a not-to-exceed budget to the City for review and approval prior to commencing any design or construction activity on the trunk line.

(ii) The trunk line shall be constructed in accordance with the approved design and budget and the Collective Standards.

(iii) Costs to construct the trunk line eligible for reimbursement include actual hard and soft costs related to construction and construction management, but shall not include any costs associated with design and engineering of the trunk line. Developer shall be solely responsible for all design and engineering costs.

(iv) Sixty-four percent (64%) of construction costs, and a construction management allowance not to exceed one point nine two percent (1.92%) of hard construction costs shall be reimbursed within thirty (30) days after Developer submits proof of costs incurred, along with appropriate lien releases, to City, but in no event prior to acceptance of the improvements by the City. In no event shall the total amount reimbursed by City for these costs exceed the lesser of: (A) the amount actually expended by Developer; (B) the amount set forth in the approved budget.

(v) The City shall be solely entitled to reimbursement from the property owners to the west of the Project for the thirty-two percent (32%) of the trunk line construction costs that represents their fair share of these costs.

(d) West Cherry Street. The Collective Standards require Developer to construct improvements to West Cherry Street. The improvements shall be designed and constructed in accordance with all applicable City Approvals. Upon completion of the improvements and acceptance by the City, City shall reimburse Developer a portion of the cost of such improvements in the amount of Fifteen Thousand Dollars (\$15,000.00).

(e) Railroad Grade Separation. The Collective Standards require that Developer pay its fair share of the hard and soft costs of the design and construction of the grade separation connecting Pitt School Road to State Route 113. Payment of the following amounts shall be made at the time of issuance of each building permit for the Project:

(i) \$2,509 for a low density single family unit.

(ii) \$2,091 for each medium density single family unit.

(iii) \$1,046 for each medium density multifamily unit covered by the building permit.

(iv) \$2,927 per acre for commercial development.

The dollar amounts listed above are estimates based on the best information available to the parties at the time of execution of this Development Agreement. This information estimates that the total cost of the grade separation project will be approximately \$8,100,000. The City expects to continue to refine the cost of the grade separation project, and the dollar amounts shown above shall be subject to adjustment on a prospective basis only (i.e. refinements in the

cost of the grade separation project may result in higher or lower fees, but these changes will not apply retroactively to fees already paid in connection with previously issued building permits for the Project.) In addition, the fees listed above shall be increased by 3% each year, beginning with fiscal year 2004-05.

(f) Mitigation for Loss of Agricultural Land. The Collective Standards require that Developer mitigate the loss of agricultural land resulting from development of the Project. Compliance with this requirement shall be subject to the following:

(i) Developer shall acquire a total of 210 acres of land for agricultural mitigation. Land acquired as mitigation for the loss of Swainson's Hawk habitat shall be counted toward the Developer's agricultural land mitigation obligation on a 1-for-1 basis; i.e. each acre of land actually acquired by Developer as Swainson's Hawk habitat mitigation shall reduce the 210 acre obligation by one acre, provided all other terms of this Section are met.

(ii) All land shall be in active and ongoing agricultural use, located within 10 miles of the then-current City limits, and shall not be subject to any other conservation easements.

(iii) Developer shall grant a permanent conservation easement to the City over all land acquired as agricultural mitigation. The easement shall be subject to review and approval by the City Attorney.

(iv) Acquisition of the land and recordation of the conservation easement shall be completed prior to the issuance of the first Certificate of Occupancy for the Project.

(g) South First Street Storm Drain Line. The Collective Standards require that Developer construct storm drain improvements in South First Street in connection with other required improvements, and provide that the City may require that these storm drain improvements be oversized or extended. If City requires that these improvements be oversized or extended, Developer shall submit a not-to-exceed budget to the City for review and approval prior to commencing any design or construction activity. The improvements shall be constructed in accordance with the approved design and budget and the Collective Standards.

(i) If the City requires that the improvements be oversized, the City will reimburse Developer for the incremental cost of increasing the size of these improvements. Payment will be made within thirty (30) days after Developer submits proof of costs incurred, along with appropriate lien releases, to City, but in no event prior to acceptance of the improvements by the City. The amount of the reimbursement shall be the lesser of: (1) the amount shown in the approved budget; or (2) the additional incremental cost actually incurred by Developer in oversizing these improvements and will not be based on any calculation of relative use of the improvements.

(ii) If the City requires that the improvements be extended, the City will reimburse Developer for the cost of extending these improvements. Payment will be made within thirty (30) days after Developer submits proof of costs incurred, along with appropriate lien releases, to City, but in no event prior to acceptance of the improvements by the City. The

amount of the reimbursement shall be the lesser of: (1) the amount shown in the approved budget; or (2) the additional cost actually incurred by Developer in extending these improvements.

(h) Compliance with Conditions Related to State Route 113. Developer shall comply with, and pay the cost of, any mitigation measures or conditions imposed by Cal-Trans in connection with any encroachment permit or otherwise required by the Collective Standards.

(i) City will use its reasonable best efforts to convert any per unit/acre fees listed in this Section 7.05 to a "dwelling unit equivalent" calculation. Unless and until that conversion is complete, Developer will pay the per unit/acre fee identified.

(j) As used in this Section 7.05, the phrase "constructed in accordance with all applicable City Approvals" means that improvements will be constructed in accordance with all requirements and conditions included in any City Approval needed for construction of the improvements, including without limitation bonding, warranty, and insurance requirements.

(k) Any City obligation to provide reimbursement to Developer shall be paid solely from the funding source specifically identified in connection with the reimbursement obligation. Developer agrees that City's reimbursement obligations do not constitute a general debt of the City, that Developer's ability to receive reimbursement shall in all cases be strictly limited to the availability and adequacy of the specified funding source, and that City makes no representation or warranty that such funding source will be adequate to provide full reimbursement to Developer.

(l) Developer shall be solely responsible for determining whether construction of any or all of the improvements required in connection with this Project trigger the obligation to pay prevailing wages under California or federal law. To the extent the payment of prevailing wages is required, Developer will ensure that the requirements of California and/or federal law are complied with fully.

Section 7.06 Reimbursement by Third Parties.

(a) In the case of public road or other improvements which abut property owned by third persons and other public improvements which benefit property owned by third persons, Developer shall be entitled to receive a reimbursement from the benefited property's owner for the prorata cost of the improvements which exceeds Developer's obligation thereof. Reimbursement may be provided directly from the owner abutting such improvements or from a community facilities district or any such other infrastructure financing district or mechanism if such a district or mechanism is formed by or includes such properties and includes monies for the construction of said improvements.

(b) City shall use its best efforts, to the extent City has the authority to do so, to impose the obligation to pay said reimbursement, as a condition of development of such benefited property, at the time such property owner requests a discretionary approval or other such entitlement from City for development of the benefited property whereby such condition can be imposed. Such reimbursement shall be due and payable on the earlier of issuance of a permit for grading, improvement or construction on the benefited property, recordation of a final

parcel or subdivision map for the benefited property or receipt of funds from an infrastructure financing district or mechanism that is formed by or includes such benefited property. City's obligation to impose such condition and collect such reimbursement shall terminate upon any termination of this Agreement.

Section 7.07 **Fee Credits.**

Developer shall be entitled to the following fee credits upon completion of the improvements listed below, which improvements would otherwise have been constructed or paid for by City. Developer shall be entitled to these credits against the fee which City would otherwise have collected from Developer as all or a part of the program designed to fund the cost of such improvements.

(a) **Water Well.** The Collective Standards require that the Developer dedicate a portion of the Subject Property for construction of a water well, and that Developer pay for all costs related to design and construction of the well site. The fair market value of the well site shall be determined by mutual agreement of the City, Developer, and Solano Irrigation District, or by an appraisal approved by the City and the Solano Irrigation District. Developer shall be entitled to a credit against DSMWS water connection fees in an amount not to exceed the total cost of the water well project, including the fair market value of the parcel dedicated as a well site plus the amount actually paid by Developer for design and construction of the well site. The connection fees credited to the Developer will be at the rates in effect when the specific connection fee is due. DSMWS shall reimburse any remaining balance owed to the Developer for the water well project after the completion of Project, within six months of the last fee credit utilized.

ARTICLE 8

**CITY'S RESERVED POWERS RELATING TO
AB 1600 FEES, REGULATORY PROCESSING FEES,
UTILITY SERVICE FEES, TAXES AND ASSESSMENTS**

Section 8.01 **City's Reserved Powers to Increase, Modify or Decrease Existing AB 1600 Fees, Regulatory Processing Fees and Utility Rates or Fees.**

The City reserves the right to increase, modify or decrease all AB 1600 Fees, Regulatory Processing Fees and Utility Rates or Fees which are in existence on the Effective Date and which apply, or may apply, to the Project on the Subject Property or development of the Project on the Subject Property and Developer agrees that nothing in this Development Agreement shall preclude City from taking such actions.

Section 8.02 **Reserved Powers of City to Adopt, Impose and Collect New AB 1600 Fees, Regulatory Processing Fees and Utility Service Fees.**

The City reserves the right to adopt and impose new AB 1600 Fees, Regulatory Processing Fees and Utility Rates or Fees which apply, or may apply, to the Project on the Subject Property

or development of the Project on the Subject Property and the Developer agrees that nothing in this Development Agreement shall preclude City from taking such actions.

Section 8.03 City's Reserved Powers to Adopt, Increase, Impose and Collect Taxes and Special Assessments Which are a Lien on the Subject Property

The City reserves the right to adopt and impose new taxes and special assessments against the Subject Property or development on the Subject Property, or to increase existing taxes or assessments, and the Developer agrees that nothing in this Development Agreement shall preclude City from taking such actions.

Section 8.04 Default in Payment of Taxes, Assessments, AB 1600 Fees, Regulatory Processing Fees and Utility Service Fees - City Reserved Powers and Remedies.

The City expressly reserves the right to enforce any and all laws, ordinances and regulations which relate to taxes, assessments, AB 1600 Fees, Regulatory Processing Fees, and Utility Service Fees and may do so in any manner provided for by law or by ordinance notwithstanding the default provisions of this Development Agreement. The election of the City to enforce such laws, ordinances or regulations, in any manner provided for by law or by ordinance, shall not constitute an election of remedies by the City. City expressly reserves the right to invoke the default provisions of this Development Agreement as an additional remedy to enforce its rights in connection with such matters.

ARTICLE 9

**TRANSFERS OF PROPERTY AND RELEASE FROM
DEVELOPER'S LIABILITIES UNDER THIS DEVELOPMENT AGREEMENT
AND RIGHTS AND DUTIES OF MORTGAGE LENDERS**

Section 9.01 Sale of Subject Property by Developer and Assumption of Rights by Subsequent Landowner.

(a) Developer shall have the right to sell, assign, or transfer in whole or in part the Subject Property to any person, corporation, partnership, or limited liability company at any time during the term of this Development Agreement without the prior consent of City, provided, however, that both the Developer and the Subsequent Landowner who acquire title to all or a portion of the Subject Property from the Developer as a result of said sale shall notify City of such sale, assignment or transfer by providing City with written notice thereof in the manner provided in this Development Agreement not more than ten (10) days following the date when the deed or deeds affecting said sale are recorded in the Official Records of Solano County.

(b) To the extent reimbursements or fee credits from the City or any third party are required pursuant to Article 7 of this Development Agreement, all such reimbursements and credits will be provided to Developer unless Developer and the Subsequent Landowner

specifically direct the City, in writing, to distribute such reimbursements, or apply such credits, otherwise.

(c) If the sale, assignment or transfer involves less than the whole of the Subject Property, the notice required under this Section 9.01 shall specify by year which of the Residential Development Allotments allocated to Developer pursuant to Section 5.02 are being transferred to the Subsequent Landowner. If no such information is provided in the notice, the parties to the transfer shall be deemed to have allocated to the Subsequent Landowner the last of the Residential Development Allotments then held by the Developer.

Section 9.02 Release of Developer from Liability Under Agreement Upon Sale to Subsequent Landowner Assuming Obligations of Agreement.

(a) Notwithstanding Section 9.01, a Subsequent Landowner shall not be eligible to apply for, receive, or exercise any rights under this Development Agreement or any of the land use entitlements listed in Exhibit A, and Developer shall remain obligated to perform all of the terms and conditions of this Development Agreement following said sale, assignment or transfer, unless and until all of the following conditions have been satisfied:

(i) The Subsequent Landowner to which all or any portion of the Subject Property has been sold, transferred or assigned delivers to the City Clerk the following documents:

(1) an express written agreement, in recordable form and approved as to form by the City Attorney, in which the Subsequent Landowner agrees to contractually assume and be bound by all of the obligations of the Developer under this Development Agreement with respect to the Subject Property, or portions thereof, which is sold, assigned or transferred by the Developer to the Subsequent Landowner, and

(2) a true copy of the recorded deed under which Developer conveyed its interest in all or a portion of the Subject Property to the Subsequent Landowner, and

(3) a designation of the name and address to which future notices to the Subsequent Landowner may be given as provided in Section 1.09 of this Development Agreement.

Assumption of Developer's obligations under this Development Agreement shall be deemed to be to the satisfaction of the City Attorney if the Assumption Agreement attached hereto as Exhibit C is fully completed and executed by Developer and the Subsequent Landowner; and

(ii) In the case of a transfer of all of the Subject Property, the City Manager reasonably determines that the proposed assignee is financially responsible to assume the obligations of Developer under this Development Agreement; or

(iii) In the case of a transfer of a portion of the Subject Property, the City Manager determines that that the proposed assignee is financially responsible to comply with the obligations of Section 4.05 of this Development Agreement.

(b) If the Developer or Subsequent Landowner fail to provide the City with timely notice of sale, assignment or transfer as required by Section 9.01, or fails to comply fully with the conditions set forth in this Section 9.02, the Developer shall remain obligated under this Development Agreement until such notice is given, or until the conditions set forth in this Section are satisfied, whichever is or are applicable.

Section 9.03 Recordation of Assumption Agreement.

The City Clerk shall cause to be recorded in the Official Records of Solano County any assumption agreement received by him or her which has been approved as to form by the City Attorney.

Section 9.04 Termination and Release of Parcels.

(a) Single Family Parcels. This Development Agreement shall automatically terminate without any further action by either party or need to record any additional document, and be of no further force or effect, as to any single-family residence and the lot or parcel upon which such residence is located when: i) a Certificate of Occupancy has been issued for the unit; ii) the unit has been sold to an individual for that individual's personal use; and iii) all AB 1600 Fees, Regulatory Processing Fees, Utility Rates or Fees, and assessments or tax liens applicable to the lot being released have been paid. This termination shall not relieve Developer or any Subsequent Landowner of the obligation to comply with the Collective Standards applicable to the lot or the use of the lot being released.

(b) Multifamily and Non-Residential Parcels. This Agreement may also be terminated, at the election of the then property owner, with respect to any legally subdivided lot or parcel in the Project upon which a multi family or non-residential building has been constructed in accordance with the terms of this Development Agreement, by giving written notice to City of its election to terminate the Agreement for such parcel. This termination shall not be effective unless and until all AB 1600 Fees, Regulatory Processing Fees, Utility Rates or Fees or assessment or tax liens applicable to the lots or parcel being released have been paid. Such termination shall also not relieve Developer or any Subsequent Landowner of the obligation to comply with the Collective Standards applicable to the lot or parcel or the use of the lot or parcel being released.

Section 9.05 Sale or Assignment When Developer in Default.

(a) Notwithstanding the provisions of Sections 9.01 and 9.02, above, the execution of such an assumption agreement shall not relieve the Developer making the sale, assignment or transfer of the contractual obligations assumed by the Subsequent Landowner if said Developer is under Default under this Development Agreement at the time of the sale, assignment or transfer.

(b) If the Developer is in default under this Development Agreement at the times of said sale, assignment or transfer, the Developer shall remain jointly and severally obligated with Subsequent Landowner under the terms of this Development Agreement until said default is fully cured by the Developer or the Subsequent Landowner.

Section 9.06 **Rights and Duties of Mortgage Lenders in Possession of Subject Property**

(a) Any Mortgage Lender who comes into possession of the Subject Property, or any portion thereof, pursuant to a foreclosure of a Mortgage, or deed in lieu of such foreclosure, shall not be eligible to apply for, receive, or exercise any rights under this Development Agreement or any of the land use entitlements listed in **Exhibit A** which were vested in its predecessor in title prior to the time that the Mortgage Lender comes into possession, until the Mortgage Lender contractually assumes all of the obligations of its predecessor in title under this Development Agreement with respect to such property, including those obligations which accrued prior to the time that the Mortgage Lender came into possession of such property. The Mortgage Lender shall be entitled to Residential Development Allotments only upon: i) approval of such assumption as provided in this Section 9.06; and ii) presentation to the City of a written agreement between the Developer (or Subsequent Landowner) and the Mortgage Lender clearly indicating how such allotments are to be allocated in the event the Mortgage Lender obtains title and possession.

(b) Any such assumption by the Mortgage Lender in possession and title shall be to the satisfaction of and in a form acceptable to the City Attorney, and shall be effective when the Mortgage Lender executes and delivers to the City Clerk an express agreement to contractually assume all of the obligations of its immediate predecessor in title under this Development Agreement with respect to all of the Subject Property, or portion thereof, to which it has come into possession.

(c) The execution of such an assumption agreement by a Mortgage Lender shall not relieve the Developer or Subsequent Landowner whose obligations are assumed by the Mortgage Lender from any of such obligations under this Development Agreement, including those which have accrued or may continue to accrue under the terms of this Development Agreement following the Mortgage Lender's assumption of those obligations.

(d) Any assumption agreement executed by a Mortgage Lender under this Development Agreement shall be deemed to be to the satisfaction of the City Attorney if executed and appropriately acknowledged in the form of the Assumption Agreement provided for in **Exhibit C** of this Development Agreement; provided that any such Mortgage Lender's Assumption Agreement must be approved as to form by the City Attorney prior to the recordation thereof by the City Clerk, which approval shall not be unreasonably withheld.

Section 9.07 **Notice of Default to Mortgage Lender, Right of Mortgage Lender to Cure**

(a) If City received notice from a Mortgage Lender requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgage Lender, concurrently with service thereof to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an Event of Default, or any determination by the City that Developer is not in compliance with the terms of this Development Agreement, City shall likewise serve notice of such noncompliance on such Mortgage Lender concurrently with service thereof on Developer. Each Mortgage Lender shall have the right (but not the obligation) for a period of sixty (60) days after the receipt

of such notice from City to cure or remedy, or to commence to cure or remedy, the Event of Default claimed or the areas of noncompliance set forth in the City's notice.

(b) If the Event of Default or such noncompliance is of a nature which can only be remedied or cured by such Mortgage Lender upon obtaining possession, such Mortgage Lender shall seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall thereafter remedy or cure the Event of Default or noncompliance within sixty (60) days after obtaining possession.

(c) If any such Event of Default or noncompliance cannot, with diligence, be remedied or cured within such sixty (60) day period, then such Mortgage Lender shall have such additional time as may be reasonably necessary to remedy or cure such Event of Default or noncompliance if such Mortgage Lender commences the cure during such sixty (60) day period, and thereafter diligently pursues completion of such cure to the extent possible.

(d) Notwithstanding the foregoing, nothing contained in this Development Agreement shall be deemed to permit or authorize any Mortgage Lender to undertake or continue construction or completion of any improvements comprising the Project (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed Developer's obligation hereunder in the manner specified in this Development Agreement.

ARTICLE 10

AMENDMENT OF DEVELOPMENT AGREEMENT

Section 10.01 Amendment of Agreement by Developer and City.

(a) This Development Agreement may be amended by mutual consent of the parties in writing in accordance with the Development Agreement Law and the City's Development Agreement Procedures.

(b) Any amendment entered into between the City and the Developer shall require the signature of each owner of any portion of the Subject Property to the extent the amendment modifies the Development Agreement as to that owner's property. It shall also require the signature of each Mortgage Lender holding an interest to the extent that the amendment modifies the Development Agreement as to the property in which the Mortgage Lender has an interest.

Section 10.02 Amendment of Agreement by Subsequent Landowner and City.

(a) This Development Agreement may also be amended, subject to the requirements of Section 10.01 above, between a Subsequent Landowner who has acquired a portion of the Subject Property from Developer and City as to the portions of the Subject Property then owned by the Subsequent Landowner.

(b) Any amendment entered into between the City and a Subsequent Landowner shall require the signature of each Subsequent Landowner of any portion of the Subject Property or the Developer to the extent the amendment modifies the Development Agreement as to that Subsequent Landowner's property. It shall also require the signature of each Mortgage Lender holding an interest to the extent that the amendment modifies the Development Agreement as to the property in which the Mortgage Lender has an interest.

Section 10.03 Approval of Minor Deviations Involving Collective Standards or Existing Land Use Regulations

Minor deviations which may be approved by City staff under the provisions of the Collective Standards or Existing Land Use Regulations applicable to the Subject Property shall not require amendment to this Development Agreement.

ARTICLE 11

ANNUAL REVIEW AND DEFAULTS

Section 11.01 Annual Review Required by Development Agreement Law.

(a) City shall, at least every twelve (12) months during the term of this Development Agreement, review the extent of good faith substantial compliance by Developer and any Subsequent Landowner with the terms of this Development Agreement in accordance with the Development Agreement Law and the City's Development Agreement Procedures.

(b) Each said review shall be completed within sixty (60) days of the anniversary date of the Effective Date, unless said period is extended by mutual consent of City Council and Developer or City Council and any Subsequent Landowner, whichever is applicable. Failure to complete said review within the prescribed period shall be deemed a finding of good faith substantial compliance. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Development Agreement. A finding by the City of good faith compliance by Developer or any Subsequent Landowner, whichever is applicable, within the terms of the Agreement shall conclusively determine said issue up to and including the date of said review. The City may charge Developer or any Subsequent Landowner a fee for such annual review to defray the cost of city to process and conduct such annual review.

(c) The Director shall deposit in the mail to Developer or any Subsequent Landowner, whichever is applicable, a copy of any staff report and, to the extent practical, related materials concerning contract performance at least seven (7) calendar days prior to such periodic review. Developer or any Subsequent Landowner shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Development Agreement in accordance with the City's Development Agreement Procedures.

Section 11.02 Acts Constituting Default by Developer and any Subsequent Landowner.

(a) In the event of alleged Default by any Party to this Development Agreement (as identified in Section 2.01(l)), the party alleging such default or breach shall give the party or parties allegedly in Default not less than sixty (60) days notice in writing specifying the nature of the alleged Default and the manner in which the Default may be cured. During any such sixty (60) day period, the party charged with Default shall not be considered in Default for purposes of termination of this Development Agreement or the institution of legal proceedings.

(b) Evidence of default may also arise in the course of a regularly scheduled periodic review of this Development Agreement by the City pursuant to Section 11.01 of this Article in which event the City shall give the above-mentioned notice.

(c) After notice and expiration of the sixty (60) day period, if such Default has not been cured or is not being diligently cured in the manner set forth in the notice, the party alleging the Default may, at its option, either:

(i) institute legal proceedings to obtain appropriate judicial relief, other than monetary damages, including, but not limited to, mandamus, specific performance, injunctive relief, or a declaratory judgment determining that the party alleging Default is entitled to terminate this Development Agreement; or, alternatively

(ii) give notice to the party who is allegedly in default of its intent to terminate this Development Agreement. In the event said notice of intent to terminate is given, it shall be served upon the party who allegedly is in default as provided in Section 1.17 of this Development Agreement.

(d) Following the giving of notice of intent to terminate, the matter shall be scheduled by the City Council for consideration and review at a hearing before the City Council. Said consideration and review shall be conducted at a hearing held and completed by the City Council not later than sixty (60) calendar days after the date upon which such notice was served. Notice of said review hearing shall be given by the City Clerk of City as provided in Government Code Section 65868. Both the party alleging the existence of a Default and the party alleged to be in default may present evidence at said review hearing.

(e) Following consideration of the evidence presented in said review hearing before the City Council, and the findings, if any, made by the City Council in reference to said evidence at the completion of the hearing, the party alleging the default may then give written notice of termination of this Development Agreement to the party who is allegedly in default; provided, however, a Developer or Subsequent Landowner may only give such notice of termination with respect to such portion of the Subject Property in which the Developer or Subsequent Landowner owns an interest and the City may only give such notice with respect to the portion of the Subject Property in which the party in Default owns an interest.

(f) A notice of termination given under this section is effective to terminate the obligations of the party giving such a notice under the provisions of this Development Agreement only if a Default has occurred and such Default would, as a matter of law, authorize the party giving the notice to terminate its obligations under this Development Agreement. Once a party alleging Default has given a notice of termination, it may institute legal proceedings to

obtain a declaratory judgment determining that it is entitled to terminate its obligations under this Development Agreement.

Section 11.03 Withholding of Building Permit

City may, at its discretion, refuse to issue a building permit, sign permit, grading permit or Certificate of Occupancy for any structure or other improvement within the Subject Property if Developer or Subsequent Landowner who is the owner of the property upon which said building or improvements are proposed to be constructed is not legally entitled to obtain such a permit or Certificate of Occupancy.

Section 11.04 Enforced Delay, Extension of Times of Performance.

(a) In addition to specific provisions of this Development Agreement, a failure to perform by either party or Subsequent Landowner hereunder shall not be deemed to be a default hereunder where delays or defaults are directly caused by war, insurrections, strikes, walkouts, riots, floods, acts of terrorism, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the City, enactment of conflicting state or federal laws or regulations, or by new or supplementary environmental regulation enacted by the state or federal government or litigation which precludes or significantly delays the development of the Subject Property as contemplated by this Development Agreement,

(b) Developer or Subsequent Landowner must give the City Council written notice of any event listed above upon which it intends to seek an extension of time for delay not later than thirty (30) days following the commencement of said event. The failure of Developer or Subsequent Landowner to do so within said thirty-day period shall constitute a waiver of its right to do so at a later date.

(c) Any extension of time for a delay listed above shall be granted in writing by City Council not later than sixty (60) days following the receipt of the request of the Developer or Subsequent Landowner to do so and shall be for the period of the enforced delay as determined by the City Council, or for a longer period as may be mutually agreed upon by the requesting party and the City Council; provided that the Developer, and Subsequent Landowner shall have the burden of demonstrating to the City Council by credible evidence that it is entitled to an extension of time by reason of the causes for delays or defaults specified above.

ARTICLE 12

LEGAL RELATIONS OF PARTIES

Section 12.01 Applicable Law

This Development Agreement shall be interpreted under California law and according to its fair meaning, and not in favor of or against any party.

Section 12.02 Invalidity of Agreement and Severability of Provisions

If this Development Agreement in its entirety is determined by a court to be invalid or unenforceable, this Development Agreement shall automatically terminate as of the date of final entry of judgment. If according to the terms of any federal or state statute, which became effective after the Effective Date, any provision of this Development Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Development Agreement is rendered invalid or unenforceable by said federal or state statute, the remaining provisions shall continue in full force and effect.

Section 12.03 Third Party Legal Challenge and Duties of Defense and Indemnification

(a) In the event any legal action or special proceeding is commenced by any person or entity other than Developer or a Subsequent Landowner challenging this Development Agreement or any provisions herein, or seeking to overturn or invalidate any approval granted pursuant to this Development Agreement, City may elect to tender the defense of City to Developer or affected Subsequent Landowner, or both, and, in such event, Developer or such affected Subsequent Landowner shall indemnify, defend and hold the City harmless from and against all damages, costs and expenses incurred in the defense of such lawsuit, including, but not limited to, attorney's fees and expenses of litigation awarded to the prevailing party or parties in such litigation. The Developer or affected Subsequent Landowner shall not settle any lawsuit on grounds which include non-monetary relief and/or admissions of liability without the consent of the City. The City shall act in good faith, and shall not unreasonably withhold consent to settle.

(b) The provisions of this Section 12.03 shall prevail over any prior agreement between City and the Developer which provides for the City's indemnification and defense unless, within thirty (30) days of the date upon which City is served with process and made a party to such litigation it gives written notice to Developer and any Subsequent Landowner that it has elected to have the indemnification and defense of the City governed by the terms and conditions of the prior agreement.

Section 12.04 Venue of Legal Proceedings Between the Parties

All legal or equitable actions or proceedings in which the Developer or a Subsequent Landowner, or both, and the City are adverse parties shall be filed in and maintained in the Superior Court of Solano County. Such action or proceeding shall not be filed in nor removed to any Federal District Court by any party thereto unless said Federal District Court has exclusive jurisdiction over all or some portion of the action or proceeding and said action or proceeding cannot be filed or maintained in the Solano County Superior Court. No Party to such action or proceeding may seek a change of venue to another Superior Court unless such a change in venue is mandatory and required by law.

Section 12.05 Limit of Rights to Recover Damages

In addition to any other rights or remedies, City, Developer and any Subsequent Landowner may institute legal or equitable proceedings to cure, correct or remedy any act of Default, to specifically enforce any covenant or agreement herein (including, without limitation, the timely

processing and approval of any City Approvals), to enjoin any threatened or attempted violation of the provisions of this Development Agreement.

NOTWITHSTANDING THE FOREGOING SENTENCE, AND EXCEPT AS OTHERWISE MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE CITY, DEVELOPER AND EACH SUBSEQUENT LANDOWNER ACQUIRING AN INTEREST IN THE SUBJECT PROPERTY, DO BY EXECUTION OF THIS DEVELOPMENT AGREEMENT, OR BY ASSUMPTION OF THE OBLIGATIONS OF THE DEVELOPER UNDER THIS DEVELOPMENT AGREEMENT, OR BY ACQUISITION OF AN INTEREST IN THE SUBJECT PROPERTY, COLLECTIVELY AGREE TO WAIVE ANY AND ALL RIGHTS TO SEEK MONETARY DAMAGES FROM ANY OTHER PARTY TO THIS DEVELOPMENT AGREEMENT AS A RESULT OF ANY BREACH OR ALLEGED BREACH OF SUCH PARTY'S OBLIGATIONS HEREUNDER; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL PREVENT ANY PARTY TO THIS DEVELOPMENT AGREEMENT FROM SEEKING MONETARY DAMAGES IN ANY ACTION AGAINST ANOTHER PARTY TO THIS DEVELOPMENT AGREEMENT WHICH DOES NOT ARISE SOLELY BY REASON OF A DEFAULT UNDER THIS DEVELOPMENT AGREEMENT AND COULD BE MAINTAINED BY THAT PARTY AGAINST THE OTHER PARTY WITHOUT REFERENCE TO ANY DUTY OR OBLIGATION OF THE OTHER PARTY UNDER THIS DEVELOPMENT AGREEMENT.

IT IS THE EXPRESS AGREEMENT OF THE PARTIES, AND THEIR SUCCESSORS IN INTEREST AND THEIR SUCCESSORS IN TITLE, THAT JUDICIAL REMEDIES OTHER THAN RECOVERY OF MONETARY DAMAGES, TOGETHER WITH THE RIGHTS OF TERMINATION PROVIDED FOR IN THIS DEVELOPMENT AGREEMENT, ARE REASONABLE AND ADEQUATE TO PROTECT THE INTERESTS OF THE PARTIES TO THIS DEVELOPMENT AGREEMENT IN THE EVENT OF A DEFAULT UNDER THE TERMS OF THIS DEVELOPMENT AGREEMENT.

Section 12.06 Recovery of Attorney's Fees, Costs and Expenses of Litigation.

In any proceeding filed by the City, Developer or any Subsequent Landowner to enforce the provisions of this Development Agreement against any other party to this Agreement, or to seek injunctive relief or declaratory relief against any other party to this Development Agreement, the prevailing party shall recover its attorney's fees, costs of court and expenses of litigation.

ARTICLE 13

TERMINATION OF AGREEMENT FOR OTHER THAN DEFAULT

Section 13.01 Termination Upon Completion of Development.

This Development Agreement shall terminate upon the expiration of the term or when the Subject Property has been fully developed in accordance with this Development Agreement and all of the Developer's obligations in connection herewith are satisfied as determined by the City, or as provided in Section 9.04 of this Development Agreement. Upon termination of this Development Agreement and upon receipt by the City of a written request from any person

whose interest or interests in the Subject Property may be affected by the provisions of this Development Agreement, the City shall record a notice that the Development Agreement has been terminated, which notice shall be in a form approved by the City Attorney.

Section 13.02 Effect of Termination Upon Developer Obligations.

Termination of this Development Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the Collective Standards, other than those contained solely in this Development Agreement, including but not limited to the City General Plan, ordinances and regulations, and the terms and conditions of any planned development ordinance, subdivision map, or other land use entitlements approved with respect to the Subject Property, nor shall it affect any other covenants or any other development requirements specified in this Development Agreement to continue after the termination of this Development Agreement, or obligations to pay assessments, liens, fees or taxes.

Section 13.03 Effect of Termination Upon City Obligations.

Upon any termination of this Development Agreement as to the Developer or Subsequent Landowner of the Subject Property, or any portion thereof, the terms and conditions specified in the Collective Standards which are fully vested in the Developer or the Subsequent Landowner as provided in Section 4.01 shall no longer be vested hereby with respect to the property affected by such termination, and the City shall no longer be limited by the terms and conditions of this Development Agreement to make any changes or modifications to such Collective Standards applicable to such property.

ARTICLE 14

CONCLUDING GENERAL PROVISIONS

Section 14.01 Gender of Terms.

Masculine, feminine, or neuter gender, and the singular and the plural number shall each be considered to include the other whenever the context so requires.

Section 14.02 Effect of Waiver.

No waiver by a party of any provision of this Development Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Development Agreement or provided by law shall not prevent the exercise by that party of any other remedy provided in this Development Agreement or at law.

Section 14.03 Interpretation of Agreement.

The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii)

each party has actively participated in the drafting, preparation and negotiation of this Development Agreement, (iii) each party has consulted with such party's own, independent legal counsel, and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Development Agreement, (iv) each party and such party's legal counsel and advisors have reviewed this Development Agreement, (v) each party has agreed to enter into this Development Agreement following such review and their rendering of such advise, and (vi) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Development Agreement, or any portions hereof, or any amendments hereto.

Section 14.04 Waivers and Amendments.

Any waiver of or amendment to this Development Agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by both parties before it will be effective.

Section 14.05 Entire Agreement.

This Development Agreement constitutes the entire agreement between the parties and supersedes all prior discussion, negotiations, and agreements whether oral or written.

Section 14.06 Counterparts.

This Development Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 14.07 Successors and Assigns

This Development Agreement inures to the benefit of, and is binding on, the parties and their respective heirs, personal representatives, successors, and assigns.

Section 14.08 Captions

The captions heading the various paragraphs of this Development Agreement are for convenience and shall not be considered to limit, expand, or define the contents of the respective paragraphs.

Section 14.09 Joint and Several Liabilities.

If any Party to this Development Agreement consists of more than one person, each such person shall be jointly and severally liable.

Section 14.10 Listing and Incorporation of Exhibits.

The exhibits to this Development Agreement, each of which are hereby incorporated herein by reference, are as follows:

- Exhibit A** - Land Use Entitlements Granted and Required for the Subject Property
- Exhibit B** - Narrative Description of the Project

- Exhibit C** - Form of Subsequent Landowner Assumption Agreement
- Exhibit D** - Legal Description of the Subject Property
- Exhibit D-1** - Project Tentative Subdivision Map
- Exhibit E** - Mitigation Measures and Planned Development and Tentative Map
Conditions of Approval
- Exhibit F** - Summary of Major Project Infrastructure
- Exhibit F-1** - Map Depicting Phases of Project

IN WITNESS WHEREOF, this Agreement was executed by the parties thereto on the date first set forth above.

CITY:

CITY OF DIXON

a municipal corporation

By: Mary Ann Couville
Mayor

ATTEST:

Paul M. Beman
City Clerk

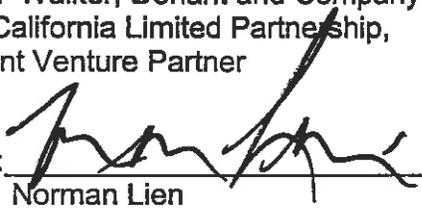
APPROVED AS TO FORM::

Michael Fox
City Attorney

DEVELOPER:

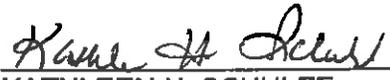
**SWD LAND COMPANY,
A California joint venture partnership**

By: Walker, Donant and Company.
A California Limited Partnership,
Joint Venture Partner

By: 
Norman Lien
Its: General Partner

We hereby acknowledge the terms and effect of this Agreement and consent to recordation of this Agreement against the Subject Property:


DAVID W. SCHULZE


KATHLEEN H. SCHULZE


ROBERT C. SCHULZE, JR.

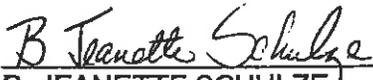

B. JEANETTE SCHULZE

Exhibit A

LAND USE ENTITLEMENTS AND APPROVALS

1. Final Supplemental Environmental Impact Report Resolution 02-111, dated June 25, 2002.
2. General Plan Amendment Resolution 02-112, dated June 25, 2002.
3. Rezoning and Planned Development Approval Ordinance Number 02-008, dated July 9, 2002.
4. Tentative Subdivision Map Resolution 02-123, dated July 9, 2002.
5. Development Agreement Ordinance Number 02-017, dated 11/26/02

Exhibit B

NARRATIVE DESCRIPTION OF THE PROJECT

The Southpark project is the development of 210.5± acres of vacant land for mixed land uses. A total of 676 single-family residences are permitted. Approximately 10.5 acres of the project site will be developed as multi-family residential (161 units), a neighborhood park is located on 6 acres in the central portion of the project site, and a 6 acre lot (Lot A) in the southwestern area of the property is the location of a future grade-separated railroad overcrossing. Commercial development is to be located on 4.2 acres fronting on First Street along the project's eastern boundary. A water well lot for Dixon Solano Municipal Water Service (DSMWS) is immediately west of the commercial site.

Project Summary		
Land Use	Acres*	Units
Orchard Residential	20.5	35
Low Density Residential	65.4	200
Medium Density-Low Residential	82.6	348
Manor Residential	14.8	93
Medium Density-High Residential	10.5	161
Total Residential Development	193.8	837
Neighborhood Commercial	4.2	
Park	6.0	
Lot A/Other	6.5	
Total Non-Residential Development	16.7	
<u>Total Project Area</u>	210.5	837

*Gross acreages as measured to the center of streets are shown in this project.

General Plan Amendment

A GPA for Southpark was approved in order to accommodate the revised land use configuration.

The amendments to the General Plan included removal of the Medium Density-High and Medium Density-Low designations from the southeastern corner of the project site and replacing them with a Low Density Residential designation. North of this area, the General Plan designation of Neighborhood Commercial was slightly reconfigured. In the central portion of the project site, amendments to the General Plan included replacing the School and consolidating the Park designations, and adding Low Density Residential designation south of the park site. Medium Density-Low Residential remains in the central and north central portion of the property. In the northeastern and southwestern portions of the project site, the General Plan Amendment created approximately 10.5 acres of Medium Density-High Residential that will support multi-family development. Along the western project site boundary, the General Plan designations are for Low Density Residential, which replaced the Medium Density-Low Residential designation which was along the southern portion of the western boundary. Low Density Residential is the designation along the northern portion of this boundary. At the southwestern corner of the project site, approximately 6 acres previously designated Medium Density-Low Residential were amended to be Low Density Residential.

Rezoning

Prior zoning on the project site included One Family Residential-Planned Development (R1-PD), Planned Multiple Residential-Planned Development (PMR-PD), Multiple Family Residential-Planned Development (RM-2-PD), Neighborhood Commercial-Planned Development (DN-PD), and Park. The approved zoning includes the same designations, but reconfigured the zone districts to coincide with the General Plan Amendment. Approved zoning changes include slightly expanding the CN-PD designation along the eastern project boundary; replacing the PMR-PD and RM-2-PD designations in the southeastern corner of the site with R1-PD; replacing the southern Park zone district with R1-PD; replacing the southeastern portion of the R1-PD designation with PMR-PD; shifting the northern Park zone district to the south and replacing it with PMR-PD; and creating two RM-2-PD districts in the northeastern and southwestern corners of the site.

Tentative Map

The approved tentative map creates 676 single family residential lots, 2 multi-family residential lots of 5.0 acres (Lot E) and 5.5 acres (Lot B), a 4.2 acres commercial lot (Lot C), a 6 acre park site (Lot D), one lot for a water well site and a 6 acre lot for future extension of Parkway Boulevard and the railroad overcrossing.

The tentative map for the Southpark Planned Development accommodates several types of single family residential units. Along the western project boundary, 35 orchard lots are included. The orchard lots are the largest lots, with a minimum size of 20,000 square feet. The lots are designed with substantial lot depth to allow for a minimum 100-foot rear yard setback. This larger rear setback, as well as, the wall at the rear lot line of each of the orchard lots are intended to reduce the noise and

aesthetic impacts of the Union Pacific Railroad tracts along the project boundary.

Low-density lots ranging in size between 7,000 and 19,000 square feet are located in the southeastern quadrant of the project site, as well as in the western portion of the site, adjacent to the row of orchard lots. There are a total of 200 low-density lots.

The medium density-low single family lots have the potential for a variety of housing types, with varying setbacks. The traditional medium density-low single family units will be built on lots which are a minimum of 5,000 square feet. The majority of these lots are in the northern portion of the site while a few (approximately 70) are located in the southern portion of the project site. "Manor Homes", which are part of the medium density - low zoning are located along the collector street, ("A" Street), in close proximity to the neighborhood park site. The manor homes are built in clusters of two and three units on narrow lots with zero lot lines. The garages for the "Manor Homes" will be located in the rear of the lot, accessible by an alley running between rear lot lines. The front yards of the "Manor Homes" have smaller setbacks than the more traditional homes. These lots range in size from 3,000 square feet to over 5,000 square feet.

Planned Development

To accommodate the varying housing styles for the Southpark development, the Planned Development permits several changes to the minimum lot standards (width, frontage or depth) within the subdivision, and changes to lot setbacks for front yard, rear yard, side yard, and garages. The changes accommodate variations from standard lot development, such as placement of garages in the rear yard and zero lot lines for attached single-family units (Manor homes).

Within the Orchard lots, the Planned Development designation permits reduced minimum lot frontage, and front yard setbacks, as well as increased maximum rear yard setbacks. The Orchard Lots are all placed at the bulb ends of a series of cul-de-sacs, and are adjacent to the Union Pacific Railroad tracks. Within the Low Density lots, the Planned Development reduced minimum lot frontage and setbacks for front and side yards. Medium Density Low Residential lots approved with the Planned Development designation permit a variety of housing types. The Planned Development designation for Medium Density Low Residential permits reduced lot sizes, lot frontages, and changes to the front, side and rear setbacks specific to the various housing types as detailed in the approved conditions.

No specific development plans for the two multi-family sites and the commercial site were submitted, however the Planned Development designation set forth detailed conditions providing guidance for future development applications on these three lots in the project approvals.

Exhibit C

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

City Clerk
City of Dixon
Dixon City Hall
600 East A Street
Dixon, California 95620-3697

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

FORM OF:

DEVELOPER AND SUBSEQUENT LANDOWNER
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (herein "this Agreement") is made and entered into on this day of _____, 20__, by and between SWD COMPANY, a California joint venture partnership (herein "Developer") and _____ (herein "Subsequent Landowner").

RECITALS

A. Developer has entered into a Development Agreement (herein "the Development Agreement") with the City of Dixon, date _____, 200__, which was recorded on _____, 200__ as Document No. _____ in Book _____, Page _____ of the Official Records of Solano County, California, pursuant to which the Developer agreed to develop certain property more particularly described in said Development Agreement as "the Subject Property" and subject to certain terms and conditions set forth in the Development Agreement.

B. Developer and Subsequent Landowner have agreed to assigned Developer's interests in all or a portion of the Subject Property by a deed or other written instrument, which [was recorded in the Official Records of Solano County, California, on _____, 200__, as Document No. _____, in Book _____, Page _____, of the Official Records of Solano County, California] or [which will be recorded in the Official Records of Solano County, California concurrently with the recordation of this instrument] (herein "the Assigned Property").

C. Subsequent Landowner desires to assume all of Developer's rights, duties and obligations under the Development Agreement with respect to the Assigned Property and to relieve Developer of all of said assigned rights, duties and obligations in reference to the Assigned Property.

NOW, THEREFORE, Developer and Subsequent Landowner hereby agree as follows:

1. Developer hereby assigns, effective as of Developer's conveyance of the Assigned

Property to Subsequent Landowner, all of the vested rights, title and interest of Developer under the Development Agreement with respect to the Assigned Property. Developer retains all the vested rights, interest, and interests under the Development Agreement with respect to all other property within the Subject Property owned thereby.

2. Subsequent Landowner hereby contractually assumes all of the burdens and obligations of Developer under the Development Agreement, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement, and to be subject to all the terms and conditions thereof, with respect to the Assigned Property, it being the express intention of both Developer and Subsequent Landowner that, upon the execution of this Agreement, Subsequent Landowner shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Property.
3. All of the covenants, terms, and conditions of the Development Agreement and set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
4. The Notice Address described in Section 1.09 of the Development Agreement for the Subsequent Landowner of the Developer with respect to the Assigned parcel(s) shall be as follows:

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:

SWD LAND COMPANY,
a California joint venture partnership

By: Walker, Donant and Company,
a California Limited Partnership,
Joint Venture Partner

By: _____
Norman Lien
Its: General Partner

SUBSEQUENT LANDOWNER:

a _____

By: _____
Its: _____

Exhibit D

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

All of that real property in the City of Dixon, County of Solano, State of California, more particularly described as follows and shown on Exhibit D-1 attached to this Exhibit D and made a part hereof:

Form No. 1068-2
ALTA Plain Language Commitment

Commitment No.: 605877sol
Page Number: 4

SCHEDULE A

1. Commitment Date: September 12, 2002 at 7:30 A.M.
2. Policy or Policies to be issued: Amount:
 - (A) **ALTA Standard Policy** \$15,000,000.00
ALTA Owners Extended 1970 10-17-92, with 100.29 endorsement (modified as shown an exhibit "B" attached hereto), as to Exception 8
Proposed Insured:
Pulte Home Corporation
 - (B) **ALTA Loan Policy** \$To be Determined
Proposed Insured:
To be Determined
3. (A) The estate or interest in the land described in this Commitment is:

A fee.

(B) Title to said estate or interest at the date hereof is vested in:

David W. Schulze and Kathleen H. Schulze, husband and wife and Robert C. Schulze, Jr and B. Jeanette Schulze, husband and wife
4. The land referred to in this Commitment is described as follows:

Real property in the City of Dixon, County of Solano, State of California, described as follows:

Beginning at the corner common to Sections 23, 24, 25 and 26, Township 7 North, Range 1 East, M.D.B.&M., which is on the centerline of County Road No. 92, and extending thence North 0° 08' East along said centerline 1973.9 feet to the southeasterly corner of Dixon Cemetery; thence North 89° 36' West along the southerly boundary line of said Cemetery, 509.4 feet; thence North 89° 43' West 182 feet; thence North 00° 13' East 946.2 feet; thence North 0° 06' West 599.1 feet to the southerly line of Cherry Street in the City of Dixon; thence westerly along the southerly line of said Cherry Street to the easterly boundary line of the right of way of the southern Pacific Company; thence South 34° 57' West along said easterly boundary line, to the line between Sections 23, and 26; thence South 89° 31' East along said line between Sections 23 and 26; 4289.0 feet to the place of beginning, and being a part of Section Twenty Three (23), Township 7 North, Range 1 East, M.D.B.&M., Solano County, California.

EXCEPTING THEREFROM:

1) That parcel of land described in Deed from Annie Evelyn Kilkenny, a widow to Thornton Elsen Glide, dated May 23, 1946 and recorded August 19, 1946 in Book 347 of Official Records, Page 249, Instrument No. 11565 as follows:

A parcel of land in the southeast 1/4 of Section 23, Township 7 North, Range 1 East, M.D.B.&M.,

First American Title

Form No. 1068-2
ALTA Plain Language Commitment

Commitment No.: 605877sol
Page Number: 5

described as follows:

Beginning at a point on the South line of Dixon Cemetery, a said point of being the middle of County Road 92 running from Dixon to Rio Vista and being North 0° 08' East 1973.9 feet from the section corner between Sections 23, 24, 25 and 26, Township 7 North, Range 1 East, M.D.B.&M., and from said point of beginning thence North 89° 36' West along the South line of said Cemetery 452.00 feet, more or less; thence South 0° 08' West 513.00 feet, more or less, to a point about 25 feet North of a fence; thence South 89° 36' East 452.00 feet, more or less, to the centerline of County Road No. 92; thence North 0° 08' East, along said centerline of Road 513.00 feet, more or less, to the point of beginning.

2) The parcel of land described in the Deed from Helen Bernice Mikos, as Executrix, to Clinton Crouch, Jr., et ux, dated May 13, 1963, recorded May 31, 1963 in Book 1203 of Official Records, Page 67, Instrument No. 13845, as follows:

Beginning at a point in the centerline of County Road No. 92, bearing North 00° 08' East 1420.90 feet from the section corner between Sections 23, 24, 25, and 26 Township 7 North, Range 1 East, M.D.B.&M.; thence from said point of beginning North 89° 36' West 381.12 feet; thence South 00° 08' West 171.44 feet; thence South 89° 36' East 381.12 feet to the centerline of County Road No. 92; thence North 00° 08' East along said centerline a distance of 171.44 feet to the point of beginning.

3) The parcel of land described in the Deed from Helen Bernice Mikos, as Executrix, to Silveyville Cemetery District, dated May 13, 1963, recorded July 8, 1963 in Book 1209 of Official Records, Page 407, Instrument No. 17214, as follows:

Beginning at a point in the centerline of County Road No. 92 being the southeast corner of that certain 5.323 acre parcel of land described in Deed to Dixon Game Conservation Club, a non-profit corporation dated January 26, 1961 and recorded February 2, 1961 in Book 1064 at Page 155 as Instrument No. 2283 of Official Records of Solano County, said point of beginning also bears North 00° 08' East 1460.90 feet from the section corner between Sections 23, 24, 25, and 26 Township 7 North, Range 1, East, M.D.B.&M.; thence from said point of beginning North 89° 36' West along the southerly line of the 5.323 acre parcel a distance of 452.00 feet to the southwest corner thereof, thence North 00° 08' East along the westerly line of said 5.323 acre parcel a distance of 513.00 feet to the northwest corner thereof, being on the southerly line of the Dixon Cemetery; thence North 89° 36' West along said southerly line a distance of 57.40 feet to the southeast corner of that certain 3.54 acre parcel of land described in Deed to Silveyville Cemetery District dated March 28, 1928 and recorded June 19, 1928 in Book 16 at Page 299 as Instrument No. 2305 of Official Records of Solano County; thence North 89° 43' West along the southerly line of said Parcel a distance of 182.00 feet to the southwest corner thereof; thence South 00° 08' West 553.37 feet; thence South 89° 36' East 691.40 feet to the centerline of County Road No. 92; thence North 00° 08' East along the centerline of said County Road, a distance of 40.00 feet to the point of beginning.

4) 50 percent of all oil, gas, hydrocarbons, asphaltum and all other mineral substances lying within or under said land as reserved in the Deed from Robert Toblas Kilkenny, et al recorded December 10, 1975, Book 1975, Page 55446, Series 34942, Solano County Official Records. All right, title and interest in the surface entry rights and from the surface of the property down to a depth of 500 feet below the surface of the property have been relinquished by Quitclaim Deed recorded September 11, 2002 as Instrument No. 2002-114418 of Official Records.

APN: 114-033-020

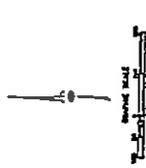
**EXHIBIT D-1 TO RESOLUTION NO. 02-123 AS ADOPTED BY THE
CITY COUNCIL OF DIXON, CALIFORNIA ON JULY 9, 2002**

More particularly described as: Tentative Map for the Southpark
Planned Development within the City of Dixon, California, dated April
2, 2002 and on file at the Community Development Department, 600
East A Street, Dixon, CA 95620-3697

TENTATIVE MAP
SOUTHPARK
April 2, 2002
CITY OF DIXON, CALIFORNIA

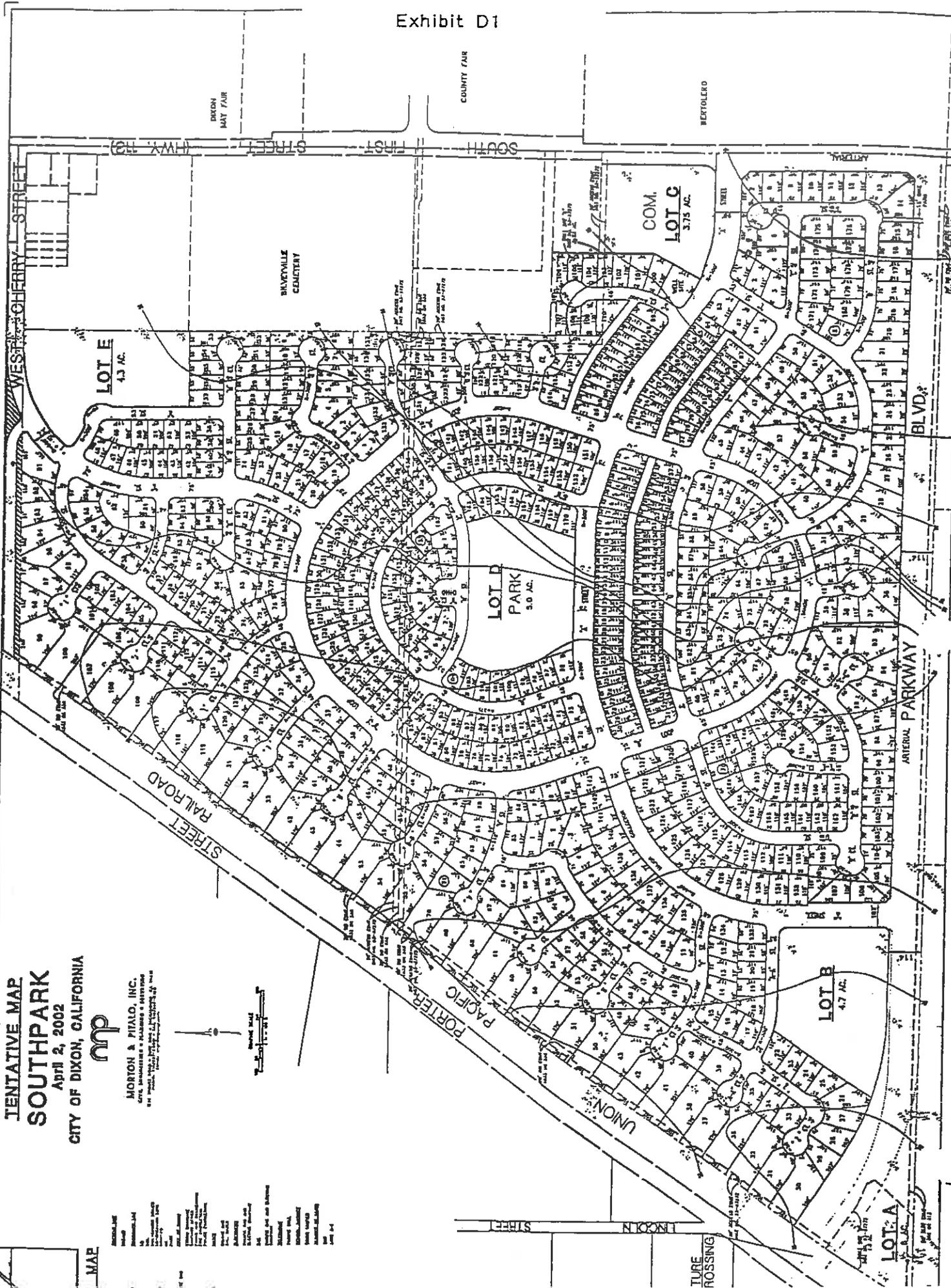


MORTON & PITALO, INC.
CITY, MANAGER & PLANNING & DESIGN
BY PROFESSIONAL ENGINEER LICENSE NO. 44188



MAP

- 1. UNIMPROVED LOT
- 2. IMPROVED LOT
- 3. LOT WITH IMPROVEMENTS
- 4. LOT WITH IMPROVEMENTS AND EASEMENTS
- 5. LOT WITH IMPROVEMENTS AND EASEMENTS AND ENCUMBRANCES
- 6. LOT WITH IMPROVEMENTS AND EASEMENTS AND ENCUMBRANCES AND OTHER INTERESTS
- 7. LOT WITH IMPROVEMENTS AND EASEMENTS AND ENCUMBRANCES AND OTHER INTERESTS AND OTHER INTERESTS
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MITIGATION MONITORING PROGRAM
SOUTHPARK PLANNED DEVELOPMENT

Impact	Mitigation Measure	Responsible Party	Timing	Completed (Initials)
<p>4.2-1 Development of Phase 1 of the proposed project would cause an increase in peak hour traffic volumes at the First Street/A Street intersection.</p>	<p>4.2-1 The project applicant shall be responsible to fund a fair share portion of the cost of a traffic signal installation at the First Street/A Street intersection to be constructed by the City and the installation of the conceptual configuration selected by the City for dedicated left-turn lanes to be constructed by the City. These improvements require coordination with the City of Dixon and approval of an encroachment permit by the California Department of Transportation. The signal and turn-lane improvements shall be completed prior to issuance of the certificate of occupancy for the 20th unit.</p>	<p>City of Dixon</p>	<p>Prior to the issuance of building permits</p>	
<p>4.2-2 Development through 4 of the proposed project would cause an increase in peak hour traffic volumes at the First Street/A Street intersection.</p>	<p>4.2-2(a) Implement Mitigation Measure 4.2-1. 4.2-2(b) Prior to construction of Phase 4, the project applicant shall be required to fund a fair-share portion of the cost to construct a new roadway between the subdivision "A" street and Pitt School Road extension. These new roadways are intended to be consistent with the planned minor arterial (grade-separated railroad crossing) identified in the 1993 City of Dixon General Plan. Note: The applicant shall construct the roadway frontage improvements between First Street and the subdivision "A" street as part of the subdivision improvement conditions.</p>	<p>City of Dixon</p>	<p>Prior to the issuance of building permits</p>	

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<p>4.2-3 Buildout of the proposed project (through Phase 5) would cause an increase in peak hour traffic volumes at the First Street/A Street intersection.</p>	<p>4.2-3 The project applicant shall be required to fund a fair-share portion of the cost to construct a new roadway between the subdivision "A" street and Pitt School Road extension. This new roadway is intended to be consistent with the planned minor arterial (grade-separated railroad crossing) identified in the 1993 City of Dixon General Plan. This improvement shall be constructed prior to the development of Phase 5 to provide LOS C or better operations during the a.m. and p.m. peak hours.</p>	<p>City of Dixon</p>	<p>Prior to issuance of building permits</p>	
<p>4.2-4 Implementation of the proposed project, in combination with the projected buildout of the City of Dixon, would cause an increase in a.m. and p.m. peak hour traffic volumes at the First Street/A Street intersection.</p>	<p>4.2-4(a) The City of Dixon shall require the implementation and completion of Mitigation Measure 4.2-1 prior to the issuance of the occupancy permits for the proposed project. 4.2-4(b) The project applicant shall fund a fair share portion of a city-wide transportation plan and subsequent projects that address the First Street/A Street intersection.</p>	<p>City of Dixon</p>	<p>Prior to the issuance of building permits Prior to the issuance of building permits</p>	
<p>4.3-1 Implementation of the proposed project would result in the potential loss of burrowing owls and burrowing owl habitat.</p>	<p>4.3-1(a) The project site shall be surveyed for burrowing owls during the peak of the breeding season (April 15 to July 15) and nesting (February 1 through August 31) season, unless burrowing owls are detected during the first survey. Surveys shall be conducted one hour before sunrise to two hours after, or two hours before sunset to one hour after. 4.3-1(b) If owls are detected on the site, mitigation measures to minimize the impacts to this species would be required, as follows: Occupied burrows shall not be disturbed during the nesting season (February 1 through August 31) unless approved by DFG;</p>	<p>City of Dixon</p>	<p>During the peak of the Burrowing Owl breeding season After the survey and prior to construction</p>	

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To offset the loss of foraging and burrow habitat on the project site, a minimum of 6.5 acres of foraging habitat per pair or unpaired resident shall be acquired and permanently protected. The protected lands should be adjacent to occupied burrowing owl habitat and acceptable to DFG. The replacement acreage can be the same area as selected for Swainson's hawk habitat if it contains suitable owl habitat;

When destruction of burrows is unavoidable, existing unsuitable burrows shall be enhanced, or new burrows created, at a 2:1 ratio on the protected lands site;

If owls must be moved off the project site, passive relocation techniques, such as exclosure devices, shall be used rather than trapping; and

The project sponsor shall provide funding for long-term management and monitoring of the protected lands. Monitoring should include success criteria, remedial measures, and an annual report submitted to DFG.

4.3-1(c) All mitigation shall be conducted generally between September 1 and January 31, as determined by DFG.

4.3-1(d) Following implementation of mitigation measures, preconstruction surveys shall be conducted within 30 days of the start of construction to ensure no additional

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<p>4.3-3 Development of the project site would result in an incremental loss of wildlife habitat, including Swainson's hawk foraging habitat, when considered in combination with buildout of the region.</p>	<p><i>burrowing owls have established territories on the project site.</i></p>	<p>City of Dixon</p>	<p>During construction</p>
<p>4.3-3 No disturbance, construction or other project-related activities which may cause abandonment or forced fledgling shall occur within ¼ mile of the active Swainson's hawk nest located immediately to the south of the Southpark site during March 1 - August 15 or until the fledglings are no longer dependent upon the nest tree.</p> <p>Because at least one active nest is located within one mile of the project site, the project applicant would be required to provide replacement habitat at a .5:1 ratio if the habitat is within 10 miles of the nesting sites and 1:1 if further than 10 miles from the nesting site, consistent with CDFG requirements. To mitigate for the loss of 211 acres of Swainson's hawk foraging habitat, the project applicant must provide up to 211 acres of Habitat Management lands to CDFG. Habitat Management lands protected under this requirement or a conservation easement (acceptable to CDFG) on agricultural or other suitable land that provides foraging habitat for Swainson's hawk. Should the City establish a fee program to fund the purchase of Habitat Management lands to compensate for the loss of Swainson's hawk foraging habitat, the project applicant may participate in the fee program in lieu of the provision of 211 acres of land required by this measure.</p>	<p>4.3-3 No disturbance, construction or other project-related activities which may cause abandonment or forced fledgling shall occur within ¼ mile of the active Swainson's hawk nest located immediately to the south of the Southpark site during March 1 - August 15 or until the fledglings are no longer dependent upon the nest tree.</p> <p>Because at least one active nest is located within one mile of the project site, the project applicant would be required to provide replacement habitat at a .5:1 ratio if the habitat is within 10 miles of the nesting sites and 1:1 if further than 10 miles from the nesting site, consistent with CDFG requirements. To mitigate for the loss of 211 acres of Swainson's hawk foraging habitat, the project applicant must provide up to 211 acres of Habitat Management lands to CDFG. Habitat Management lands protected under this requirement or a conservation easement (acceptable to CDFG) on agricultural or other suitable land that provides foraging habitat for Swainson's hawk. Should the City establish a fee program to fund the purchase of Habitat Management lands to compensate for the loss of Swainson's hawk foraging habitat, the project applicant may participate in the fee program in lieu of the provision of 211 acres of land required by this measure.</p>	<p>City of Dixon</p>	<p>Prior to the recording of any final maps</p> <p>Prior to</p>
<p>4.5-1 The proposed project would create impervious surfaces and associated stormwater runoff which would affect the capacity of stormwater facilities in Detention Basin A.</p>	<p>4.5-1(a) The City of Dixon shall ensure that adequate stormwater drainage capacity is available prior to the recording of any final maps for the project site.</p>	<p>City of Dixon</p>	<p>Prior to the recording of any final maps</p> <p>Prior to</p>

	<p>4.5-1(b) Prior to construction, the project applicant shall fund a fair share, per the AB 1600 fee program, of the drainage facilities improvements identified by the City of Dixon in the 1999 Storm Drain Report and the current AB 1600 Facilities and Equipment study. In addition, the City of Dixon shall establish a maintenance district to pay a fair share of the maintenance costs.</p>		construction	
<p>4.5-2 Development of the proposed project would generate an additional need for wastewater collection infrastructure, and treatment and disposal.</p>	<p>4.5-2(a) Prior to approval of final map, the City of Dixon shall ensure that adequate sewer capacity is available in the conveyance system and at the treatment plant.</p> <p>4.5-2(b) Prior to approval of any final map in which wastewater generated from development would exceed treatment or conveyance capacity, the City shall identify the program for plant capacity expansion and the project applicant shall agree to pay their fair share, per the AB 1600 fee program, of the wastewater treatment and collection facilities improvements identified by the City of Dixon.</p>	City of Dixon	<p>Prior to approval of final maps</p> <p>Prior to approval of final maps</p>	
<p>4.5-3 Development of the proposed project would generate an increased demand for domestic water and require the construction of additional water production and conveyance facilities.</p>	<p>4.5-3 Prior to the approval of a final map, the project applicant shall provide confirmation that adequate fire flow exists throughout the development to meet the current DSMWS standards for fire flow and meets the approval of the City Engineer, DSMWS Engineering Staff, and Fire Chief.</p>	City of Dixon	Prior to approval of final maps	
<p>4.5-4 Development of the proposed project would interfere with existing utilities and other facilities.</p>	<p>4.5-4 The project applicant shall identify any existing underground utilities prior to construction and avoid these utilities if possible. If interfering with the utility is not feasible, the project applicant shall coordinate with the utility in question to alleviate the interference.</p>	City of Dixon	Prior to construction	
<p>4.5-5 Implementation of the proposed project, in conjunction with</p>	<p>4.5-5 The City of Dixon shall implement its Capital Improvement Program and collect</p>	City of Dixon	Prior to approval of	

<p>buildout of the City of Dixon, would generate increased demand on the existing city infrastructure beyond its current capacity.</p>	<p><i>appropriate AB1600 fees from new development to ensure the provision of adequate facilities.</i></p>		<p>grading permits</p>	
<p>4.6-1 Implementation of the proposed project would generate the need for additional police protection services.</p>	<p>4.6-1 <i>Prior to the issuance of building permits, the project applicant shall pay the required impact fees to the city, per AB1600 to ensure the adequate provision of law enforcement services in the City of Dixon.</i></p>	<p>City of Dixon</p>	<p>Prior to issuance of building permits</p>	
<p>4.6-2 Implementation of the proposed project would generate a need for additional fire protection services.</p>	<p>4.6-2(a) <i>Prior to the issuance of building permits, the project applicant shall pay the required impact fees to the City, per AB1600 to ensure that adequate fire protection levels are provided to the city.</i></p> <p>4.6-2(b) <i>Prior to issuance of building permits, the applicant shall coordinate with the Dixon Fire Chief to review the development plans and identify any units that may not have a response time consistent with the City's ISO rating. For any unit identified with an inadequate fire response time, the applicant shall incorporate building design components to enhance fire safety. These measures may include the use of eave vents, fire sprinklers, or other design features required by the Fire Chief.</i></p>	<p>City of Dixon</p>	<p>Prior to issuance of building permits</p>	

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DATE: _____

<p>4.6-3 The proposed project would add additional students beyond the Dixon Unified School District capacity.</p>	<p>4.6-3 <i>Prior to issuance of building permits, the project applicant shall pay the calculated school impact fee. Under SB50, a school district can levy Level 2 fees to projected development when it satisfies the criteria set for under that statute.</i></p>	<p>City of Dixon</p>	<p>Prior to issuance of building permits</p>
<p>4.6-4 Implementation of the proposed project would generate the need for additional parks and recreation services.</p>	<p>4.6-4 <i>Prior to the issuance of building permits, and on a per unit basis, the project applicant shall pay the appropriate parkland fee and AB 1600 impact fee to the City of Dixon to ensure the adequate provision of parks and recreation services.</i></p>	<p>City of Dixon</p>	<p>Prior to issuance of building permits</p>
<p>4.6-5 Implementation of the proposed project, in conjunction with the buildout of the City of Dixon, would increase the total student population beyond the capacity of the current school system.</p>	<p>4.6-5 <i>Prior to the issuance of building permits, and on a per unit basis, the city shall require all development applicants to pay the school impact fees collected by DUSD, on a per unit basis, to be used for new school facilities.</i></p>	<p>City of Dixon</p>	<p>Prior to issuance of building permits</p>

02-119

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DATE:

MAY 25 2002

<p>Erosion, changes in topography or unstable soil conditions from excavation, grading, or fill?</p>	<p>The 1994 Southpark EIR (page 3.2-6) identified the following mitigation measure to reduce erosion impacts to a less-than-significant level:</p> <ul style="list-style-type: none"> • Prior to the issuance of a grading permit, the City Public Works Department shall approve drainage and stormwater runoff control systems and their component facilities to insure that they are non-erosive in design; • During construction, the applicant shall not leave disturbed areas exposed during the rainy season or for more than seven continuous days if not actively under construction; • Areas disturbed by construction activity shall be revegetated immediately following construction to reduce the hazard of erosion; • Construction machinery shall be operated and stored only within construction areas and one designated parking area; and • Existing vegetation shall be retained in all other parts of the project area. 	<p>City Public Works Department</p> <p>City of Dixon</p>	<p>Prior to issuance of grading permits</p> <p>During construction</p>	
<p>Expansive soils</p>	<p>The 1994 Southpark EIR (page 3.2-6) identified the following mitigation measure to reduce erosion impacts to a less-than-significant level:</p> <p>For each development phase, the project applicant shall provide a site-specific geologic assessment that identifies the shrink/swell potential for that portion of the site. If shrink/swell potential is detected, appropriate measures shall be identified by a registered geologist or geotechnical engineer and incorporated into the design of the development. These design features shall be a condition of issuance of the grading permit.</p>	<p>City of Dixon</p>	<p>Prior to issuance of grading permits</p>	

02-11-11

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<p>Changes in absorption rates, drainage patterns or the rate and amount of surface runoff?</p>	<p>The 1994 Southpark EIR (page 3.3-5) identified the following mitigation measure to reduce erosion impacts to a less-than-significant level:</p> <p><i>The project applicant, in coordination with the City of Dixon Public Works Department, shall prepare a site drainage plan which incorporates storm drains, lateral and trunk drainage lines, and other facilities as necessary to ensure adequate drainage of surface runoff at the Southpark site. This plan shall be reviewed and approved by the City of Dixon Public Works Department prior to issuance of a grading permit.</i></p> <p><i>The project applicant shall pay their fair share towards Citywide drainage improvements, as identified in the City's AB1600 fee program.</i></p>	<p>City of Dixon</p>	<p>Prior to issuance of grading permits</p>	
<p>Violate any air quality standard or contribute to an existing or projected air quality violation? Exposure sensitive receptors to pollutants?</p>	<p>The 1994 Southpark EIR (page 3.7-5) identified the following mitigation measures to reduce emissions during construction to a less-than-significant level:</p> <ul style="list-style-type: none"> • <i>Dust emission shall be controlled by application of water. Water shall be applied using watering trucks, or sprinklers, as often as is necessary to keep the exposed soils damp;</i> • <i>Construction equipment shall be maintained and tuned at the interval recommended by the manufacturers to minimize exhaust emissions;</i> • <i>Equipment idling shall be kept to a minimum when equipment is not in use;</i> • <i>Areas exposed by construction activities shall be paved or covered to prevent erosion as soon as practical within the needs of the construction project; and</i> 	<p>City of Dixon</p>	<p>Prior to issuance of building permits</p>	<p>During construction</p>

	<p>The construction contractor shall post a publicly visible sign on the project site during construction operations which specifies the telephone number and person/agency to contact for complaints and/or inquiries on dust generation and other air quality problems resulting from project construction.</p> <p>The 1994 Southpark EIR (page 3.7-6) identified the following mitigation measures to reduce the long-term PM10 emissions impact to a less-than-significant level:</p> <ul style="list-style-type: none"> Require alternative means of residential heating other than wood burning units lacking catalytic converters; and Implement the circulation improvements contained in the General Plan Environmental Assessment to provide adequate traffic circulation in order to reduce congestion and therefore air emissions. 	City of Dixon	During construction	
	<p>The EIR (page 3.7-7) identified the following mitigation measure to reduce the ozone precursor emissions impact: As part of project development, Southpark shall include on-site amenities that promote use of forms of transportation that are alternatives to the use of the automobile. Such amenities include bicycle parking spaces at the multi-family and commercial sites, and adequate road width for on-street bicycle lanes and off-street bike paths.</p> <p>The City of Dixon shall implement the Circulation Plan contained in the 1993 City of Dixon General Plan to provide adequate traffic circulation in order to reduce congestion and air emissions.</p>	City of Dixon	During construction	
		City of Dixon	During construction	
		City of Dixon	Prior to issuance of tentative	

	<p>Prior to recording of any tract of a parcel map, the project proponent shall dedicate the necessary right-of-way for a future bus turn out southbound on the First Street project frontage. The City of Dixon shall coordinate with the project proponent regarding the specific location and design requirements.</p>		map	
<p>Increases in existing noise levels?</p>	<p>Compliance with the 1994 Southpark EIR mitigation measure, as amended below, would ensure that the proposed project would result in no new impacts and no further mitigation is required.</p> <p>Prior to the approval of a tentative map in the project area for the any residential uses, the project proponent shall submit an acoustical analysis which identifies mitigation measures to reduce the noise level to 65 dB. The mitigation measures shall be incorporated into the project design. The mitigation measures may include:</p> <ul style="list-style-type: none"> • Sound attenuation wall, berm or combination that equals the required height; • Roadway and building pads are at the same elevation; • Wall or berm is located at an appropriate distance from the First Street centerline; and • Housing units are located at an appropriate distance from First Street centerline <p>Adherence with the Uniform Building Code during project construction would reduce interior noise an additional 20 dB. The resultant interior noise level of 45 dB would meet the standard for interior noise per state regulations (State Office of Noise Control).</p>	City of Dixon	Prior to issuance of building permit	

	<p>Prior to issuance of a building permit, the project proponent shall comply with the sound attenuation provisions listed above or provide additional sound analysis based on further refinement of the project description.</p>	
<p>Have a demonstrable negative aesthetic effect?</p>	<p>The 1994 Southpark EIR (page 3.13-3) included the following mitigation measure to reduce visual impacts to a less-than-significant level:</p> <p><i>Project plans shall provide for the undergrounding of all utilities that are visible from public rights-of-way. A landscaping program designed with an emphasis toward the South First Street (Highway 113) entrance to the City of Dixon shall be included in these plans. Prior to the issuance of any building permits, the project proponent shall submit these plans to the City Planning Department for approval. The Planning Department will make a determination as to whether project landscaping conforms to the City of Dixon's landscaping requirement as found in the Zoning Ordinance (Section 12.26).</i></p>	<p>City of Dixon</p> <p>Prior to issuance of building permits</p>
<p>Create light or glare?</p>	<p>The 1994 Southpark EIR (page 3.13-4) identified the following mitigation measure to reduce impacts from new light sources to a less-than-significant level:</p> <p><i>As lighting plans are formulated, design of lighting for specific building projects shall be guided by the following principles:</i></p> <ul style="list-style-type: none"> <i>• avoid interference with reasonable use of adjoining properties;</i> <i>• minimize on-site glare; provide adequate on-site lighting;</i> <i>• limit height of pole lighting to avoid excessive illumination;</i> 	<p>City of Dixon</p> <p>Prior to issuance of occupancy permits</p>

<p>Disturb paleontological resources? Disturb archaeological resources? Affect historical resources?</p>	<p>provide lighting structures which are compatible with landscape design along roadways and commercial structures;</p> <ul style="list-style-type: none"> • use trees to screen lighting; • outdoor lighting shall be hooded and directed downward to minimize direct light and glare impacts on public rights-of-way; • driveway lights shall be of a height which minimizes light and glare impacts; • indirect "box" lights shall be used for driveways and parking lot lighting; and • prior to the issuance of occupancy permits, the project proponent shall submit a lighting plan to the City Planning Department for a conformance determination. <p>In addition, building materials that reflect minimal light and glare shall be used on all on-site structures. Prior to issuance of building permits, the project proponent shall be subject to the City Planning Department's regular design review.</p>		
	<p>The 1994 Southpark EIR (page 3.14-5) identified the following mitigation measure to ensure that impacts to cultural resources would be reduced to a less-than-significant level:</p> <p>All trenching and excavation associated with the project shall be monitored by an archaeologist. If any buried archaeological resources are discovered during construction activities, all work will be halted in the vicinity of the find in order for</p>	<p>City of Dixon Certified Archeologist</p>	<p>During construction</p>

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	<p><i>the monitoring archaeologist to determine whether the find is an isolated example or part of a more complex resource. Upon determining the significance of the resource, the consulting archaeologist, in coordination with the City, shall determine the appropriate actions to be taken. The appropriate measures may include as little as recording the resource with the California Archaeological Inventory database or as much as excavation, recording, and preservation of sites that have outstanding cultural or historic significance.</i></p> <p><i>Archaeological resources include artifacts of stone, shell, bone, or other natural materials associated with artifacts are hearths, house floors, and dumps. Historic artifacts include all byproducts of human use greater than 50 years old. Human burials, if encountered, require notification of the county coroner.</i></p>				
<p>Hydrology and Drainage</p>	<p><i>The following mitigation measures area adapted from the Master Drainage Plan EIR to reduce the significant of urban pollutants in the surface drainage system. However, because surface water quality data are unavailable and no water quality monitoring has been implemented by the City, the effect of urban pollutants to surface water resources cannot be quantitatively analyzed. Therefore, this impact remains potentially significant after mitigation.</i></p> <p><i>An Erosion and Sediment Control Plan, using Best Management Practices, shall be prepared by the project applicant and approved by the City of Dixon Public Works Department prior to the issuance of a grading permit. The plan shall detail the specific measures necessary to reduce the potential for soil erosion during grading and construction activities.</i></p>		<p>City of Dixon</p>	<p>Prior to issuance of grading permit</p>	

	<p><i>These measures may include:</i></p> <ul style="list-style-type: none"> • <i>Limiting the amount of motorized traffic on the project site during construction to minimize loss of existing protective vegetation and reduce soil disturbance;</i> • <i>Performing construction activities in the late spring and early summer to allow maximum revegetation prior to heavy runoff;</i> • <i>Landscaping with selected native or non-native plants conducive to erosion protection; and</i> • <i>Application of mulches or other surface protection materials to minimize the exposed soil surface.</i> <p><i>As a condition of the grading permit, the project applicant shall obtain a NPDES (National Pollutant Discharge Elimination System) construction stormwater permit from the Regional Water Quality Control Board.</i></p>	
	<p><i>The City of Dixon shall design and construct Pond A to include an intake basin for the purpose of reducing scour. This design will increase the ability of the detention facility to retain urban runoff pollutants.</i></p> <p><i>As a condition of issuance of the grading permit, the project applicant shall contribute a fair share of the costs for the on-going maintenance of Pond A to the Dixon Enterprise Fund when that fund is formed. A fair share of the on-going costs shall be based upon the percentage of the developed portion of Area C that is represented by the developed portion of the Southpark site. Maintenance shall include periodic monitoring of the sediments in the detention facility. If the sediments are found to contain hazardous materials, the sediments shall be dredged and disposed of at an appropriate hazardous waste facility.</i></p>	
	<p><i>The following mitigation measures has (sic) been adapted from the Draft Environmental Impact Report for the Dixon Master Drainage Plan (Brown and Caldwell, 1989) to reduce the potential for groundwater contamination to a level that is less</i></p>	
<p>Hydrology and Drainage</p>	<p>City of Dixon Public Works Department</p>	<p>Prior to issuance of occupancy permits</p>

	than significant.			
	<i>The City of Dixon Public Works Department shall expand Pond A to allow it to accommodate additional drainage from the project site.</i>			
Hydrology and Drainage	<i>The City of Dixon shall implement the water quality monitoring program as detailed in the Final Environmental Impact Report prepared for the Dixon Master Drainage Plan. Surface water quality monitoring data may be used to assess cumulative water quality impacts and develop appropriate stormwater discharge controls. The project applicant shall contribute a fair share toward the implementation of the City of Dixon water quality monitoring program. This fair share shall be based on the runoff calculations of the Southpark site relative to the total runoff calculations for the City of Dixon. Implementation of these measures would reduce the impact to a level that is less than significant.</i>	City of Dixon	Prior to issuance of building permit	
Hazards	<i>All structures shall be engineered to meet the Uniform Building Code construction standards for Seismic Zone 4. Implementation of this measure would reduce the impacts to a level that is less than significant.</i>	City of Dixon	Prior to issuance of building permits	
Hazards	<i>If an Area Plan has not been adopted prior to issuance of building permits, the applicant, in coordination with the City of Dixon, shall develop an evacuation plan that addresses a potential hazardous wastes or materials spill on the SPTCo railroad line. Implementation of this measure would reduce the impacts to a level that is less than significant.</i>	City of Dixon	Prior to issuance of building permits	
Hazards	<i>Drainage facilities for the proposed project shall be designed such that all new development within the Southpark Planned Development is constructed at a minimum of one foot above the 100-year base flood elevation. Implementation of this measure would reduce the impacts to a level that is less than significant.</i>	City of Dixon	Prior to issuance of grading permits	
			Prior to	

Land Use	<p><i>The City shall ensure that all property buyers are informed of Chapter 2A of the County Code and its provisions prior to the final sale of any property within the Southpark project site. This measure would reduce the impact to a level that is less than significant.</i></p>	City of Dixon	issuance of occupancy permits	
Public Utilities	<p><i>The project applicant shall consult with the Solano Irrigation District prior to the siting and construction of all buildings, roads, parks and other facilities which intersect or lie adjacent to the existing SID easement to ensure that the project does not conflict with the terms and conditions of the SID easement. This measure would reduce the impact to a level that is less than significant.</i></p>	City of Dixon	Prior to siting and construction of all buildings, roads, parks, and other facilities	
Public Services	<p><i>The City of Dixon shall negotiate an agreement with the B&J Landfill, or another appropriate solid waste disposal facility, to ensure capacity for solid waste land uses in the Dixon Planning Area through the year 2010. The project applicant shall contribute a fair share toward any expansion costs that may occur. This fair share shall be based on the percentage of additional solid waste generated by the developed portion of the Southpark relative to the total amount of solid waste generated by new development.</i></p>	City of Dixon	Prior to approval of a tentative map	
Energy and Mineral Resources	<p><i>The City of Dixon shall require the preparation of a noise analysis prior to the approval of a natural gas extraction facility on either of the mineral rights easements located within the Southpark site. This noise analysis shall quantify projected noise levels from all proposed natural gas extraction facilities. The analysis shall then propose mitigation such as a compressor housing, to reduce noise impacts in surrounding residential areas to a level that is less than significant.</i></p>	City of Dixon	Prior to approval of a natural gas extraction facility	

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Energy and Mineral Resources	<p><i>The property owner must provide evidence to the State Oil and Gas Supervisor that the test well was properly plugged and abandoned prior to development over the abandoned well site. If the well was not properly plugged and abandoned, the State Oil and Gas Supervisor may order the abandonment of the well (at the property owners expense) if it is determined that construction over, or in the proximity of the well could result in a public hazard.</i></p>	City of Dixon	Prior to issuance of grading permit	
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RESOLUTION NO.: 02-111

DATE: JUN 25 2002

EXHIBIT E 1

Ordinance No. 02 - 008

AN ORDINANCE REZONING 210.5 ± ACRES OF REAL PROPERTY COMMONLY KNOWN AS ASSESSOR'S PARCEL NO. 114-033-020:

FROM ONE FAMILY RESIDENTIAL-PLANNED DEVELOPMENT (R-1-PD), PLANNED MULTIPLE RESIDENTIAL-PLANNED DEVELOPMENT (PMR-PD), TWO FAMILY RESIDENTIAL-PLANNED DEVELOPMENT (RM-2-PD) AND PARK TO ONE FAMILY RESIDENTIAL-PLANNED DEVELOPMENT (R-1-PD) ON 85.9 ± ACRES; FROM ONE FAMILY RESIDENTIAL-PLANNED DEVELOPMENT (R-1-PD), PLANNED MULTIPLE RESIDENTIAL-PLANNED DEVELOPMENT (PMR-PD) TO PLANNED MULTIPLE RESIDENTIAL-PLANNED DEVELOPMENT (PMR-PD) ON 103.4 ± ACRES; FROM ONE FAMILY RESIDENTIAL-PLANNED DEVELOPMENT (R-1-PD) AND PLANNED MULTIPLE RESIDENTIAL-PLANNED DEVELOPMENT (PMR-PD) TO TWO FAMILY RESIDENTIAL-PLANNED DEVELOPMENT (RM-2-PD) ON 10.5 ± ACRES; FROM PLANNED MULTIPLE RESIDENTIAL-PLANNED DEVELOPMENT (PMR-PD) AND NEIGHBORHOOD COMMERCIAL-PLANNED DEVELOPMENT (CN-PD) TO NEIGHBORHOOD COMMERCIAL-PLANNED DEVELOPMENT (CN-PD) ON 4.2 ± ACRES; AND FROM ONE FAMILY RESIDENTIAL-PLANNED DEVELOPMENT (R-1-PD) AND PLANNED MULTIPLE RESIDENTIAL-PLANNED DEVELOPMENT (PMR-PD) TO PUBLIC SERVICE (PS) ZONING DISTRICT ON 6.5 ± ACRES.

AND DIRECTING THAT THE OFFICIAL ZONING MAP OF THE CITY BE AMENDED ACCORDINGLY;

AND APPROVING PLANNED DEVELOPMENT PROVISIONS

THE CITY COUNCIL OF THE CITY OF DIXON DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Pursuant to the provisions of Section 12.30 of the City of Dixon Zoning Ordinance and the applicable provisions of the Planning and Zoning Law of the State of California, the zoning of real property depicted in the PD/Zoning Map for Southpark dated April 2, 2002, as revised by the City Council on June 25, 2002, Exhibit "A" attached hereto and commonly known as 210.5 ± acres, Assessor's Parcel No. 114-033-020, is hereby changed:

From One Family Residential-Planned Development (R-1-PD), Planned Multiple Residential-Planned Development (PMR-PD), Two Family Residential-Planned Development (RM-2-PD) and Park to One Family Residential-Planned Development (R-1-PD) on 85.9 ± acres; from One Family Residential-Planned Development (R-1-PD), Planned Multiple Residential-Planned Development (PMR-PD) to Planned Multiple Residential-Planned Development (PMR-PD) on 103.4 ± Acres; from One Family Residential-Planned Development (R-1-PD) and Planned Multiple Residential-Planned Development (PMR-PD) to Two Family Residential-

Planned Development (RM-2-PD) on 10.5 ± Acres; from Planned Multiple Residential-Planned Development (PMR-PD) and Neighborhood Commercial-Planned Development (CN-PD) to Neighborhood Commercial-Planned Development (CN-PD) on 4.2± Acres; and from One Family Residential-Planned Development (R-1-PD) and Planned Multiple Residential-Planned Development (PMR-PD) to Public Service (PS) Zoning District On 6.5± Acres.

Section 2. In approving said change in zoning, the City Council finds and determines as follows:

- (a) That the change in zoning for said real property is consistent with the Land Use and Housing Elements of the Dixon General Plan, as amended and the objectives of the Zoning Ordinance.
- (b) That the Dixon Planning Commission has duly considered the change in zoning at properly noticed public hearings on May 8, 2002, May 21, 2002, and June 5, 2002 and has given its recommendations thereon to the City Council, which recommendations have been considered by the City Council.
- (c) That notice of the City Council hearing on the change in zoning has been duly given in the manner required by law.
- (d) That the City Council has complied with the California Environmental Quality Act in approving the change in zoning and has, prior to or concurrent with the approval of change in zoning, considered, approved and certified a Final Subsequent Environmental Impact Report as the environmental document for said project.

Section 3 In approving said change in zoning, the City Council also approves Planned Development provisions, based on the findings and subject to the conditions as outlined below:

FINDINGS:

- 1) As proposed and with recommended conditions and mitigation measures, the Planned Development will be consistent with the proposed General Plan designation.
- 2) As proposed with recommended conditions and mitigation measures, the Planned Development will be consistent with the proposed zoning of the property.
- 3) The proposed Planned Development application, as conditioned, is in conformance with the standards, rules, and regulations of the City of Dixon Zoning Ordinance.
- 4) The Southpark Planned Development is consistent with purpose and intent of the Planned Development Zoning District in that it allows flexibility in design of the site, including the residential and commercial lots.
- 5) The proposed development facilitates a well-planned residential community for all income levels, providing a mix of housing styles and variety in the physical development pattern.
- 6) The Planned Development with the proposed conditions, is not expected to be detrimental to the health, safety or general welfare of persons residing or working in the area.

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CONDITIONS OF APPROVAL:

Single Family Residential Planned Development

The following Planned Development conditions are applicable to single family residential uses, lots and structures within the Southpark Planned Development. Where no specific provisions are included, the provisions of the Zoning Ordinance shall prevail.

Orchard Lots (Very Low Density)

1. All Orchard Lots shall have a minimum frontage of 40 feet measured at the property line.
2. No Orchard Lot structure shall exceed 35 feet in height.
3. No habitable structures shall be constructed within 100 foot rear yard setback of Orchard Lots. All uses within this area shall comply with the provisions of the One Family Residential (R-1) zoning district.
4. All Orchard Lots shall have the following minimum yard areas:
 - a) Minimum front yards shall be 25 feet;
 - b) Side yards shall be 5 and 12 feet minimum;
 - c) Minimum rear yards shall be 100 feet.

Low Density Lots

5. No Low Density Lot structure shall exceed 35 feet in height.
6. All Low Density Lots shall have the following minimum yard areas:
 - a) Minimum front yards shall be 20 feet;
 - b) Minimum front yards for garages shall be 22 feet, however this distance may be reduced to 15 feet for garages having side entries and openings which are perpendicular to the adjoining street;
 - c) Minimum side yards shall be 5 feet on each side for no more than 20% of the total Low Density lots; 30% of the Low Density lots shall have a minimum side yard setback of 7 feet on one side and 8 feet on the other side; and 50% of the Low Density lots shall have a minimum side yard setback of 5 feet on one side and 7 feet on the other side.
 - d) Minimum rear yards shall be 20% of the lot depth provided that no rear yard shall be less than 20 feet, subject to the exceptions in the Zoning Ordinance.
7. Minimum lot width for Low Density Lots shall be as follows:

Site Area (square feet)	Interior Lot Width	Corner Lot Width
7,000-7,999	60 feet	70 feet
8,000-9,999	65 feet	70 feet
10,000-14,999	70 feet	70 feet
15,000-20,000	100 feet	110 feet

8. No more than 15% of all Low-density lots shall have a minimum frontage of 40 feet measured at the property line.

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Medium Density Low Density Lots

9. No more than 15% of all Medium Density Low-density lots shall have a minimum frontage of 35 feet measured at the property line
10. All Medium Density Low (Standard) Lots shall have the following minimum yard areas:
 - a) Minimum front yards shall be 20 feet, including garages
 - b) Minimum side yards shall be 5 feet on each side for no more than 20% of the total Medium Density Low Density lots; 30% of Medium Density Low Density lots shall have a minimum side yard setback of 6 feet on one side and 8 feet on the other side; and 50% of Medium Density Low Density lots shall have a minimum side yard setback of 5 feet on one side and 6 feet on the other side.
 - c) Minimum rear yards shall be 20% of the lot depth provided that no rear yard shall be less than 20 feet, subject to the exceptions in the Zoning Ordinance.
11. All Medium Density Low (Cottage) Lots shall have the following minimum yard areas:
 - a) Minimum front yards shall be 15 feet, except for garages which shall have a minimum front setback of 20 feet;
 - b) Minimum side yards shall be 5 feet on each side on the first floor and 7.5 feet on each side on the second floor and above;
 - c) Minimum rear yards shall be 20% of lot depth provided that no rear yard shall be less than 20 feet, subject to the exceptions in the Zoning Ordinance.
12. Cottage Home Lots shall have rear yard garages. The garage heights shall be limited to 20 feet. Garage setbacks from the rear and side property lines shall be 0 (zero) feet.
13. All Medium Density Low, Standard and Cottage Lots, excluding Manor Home lots, shall have a minimum lot width of 50 feet.
14. All Manor Home Lots shall have a minimum size of 3,000 square feet.
15. All Manor Home Lots shall have a minimum width and minimum frontage of 27 feet.
16. Site coverage for Manor Home Lots shall not exceed 65%. No structure shall exceed 38 feet in height.
17. Manor Home Lots shall have the following minimum yard areas:
 - a) Minimum front yards shall be 15 feet;
 - b) Minimum side yards shall be 0 (zero) feet;
 - c) Minimum rear yards shall be 20 feet.
18. All Manor Home Lots shall have rear yard garages. Garage heights shall be limited to 20 feet. Garage setbacks from the rear property line shall be 5 feet; garage setbacks from the side property lines shall be 0 (zero) feet.

Multi-Family Residential Planned Development:

The following Planned Development conditions are applicable to multi-family residential uses, lots and structures within the Southpark Planned Development. Where no specific provisions are included, the provisions of the Zoning Ordinance shall prevail.

19. All uses proposed for Multi-family Planned Development, Lots B and E, of the Southpark Planned Development Tentative Map dated April 2, 2002, shall comply with the permitted uses described in Two Family Residential zoning district. These lots are intended for development of attached units. All

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conditionally permitted uses shall be subject to approval by the Planning Commission and shall be required to comply with the planned development conditions and performance standards approved for this site.

20. The development of Lots B and E shall provide a minimum of 161 multi-family residential units in order to comply with the Measure B target of 20% multi-family residential units within residential developments. Development of Lot B or E multi-family units shall begin with issuance of occupancy permits for Phase 2 or prior to approval of the 200th single-family residential building permit. Development of the remaining multi-family lot shall begin with issuance of occupancy permits for Phase 3 or prior to approval of the 350th single-family residential building permit or as approved in the development agreement.

Site Performance Standards/Conditions applicable to all uses and buildings proposed on the Multi-family Lots B and E:

Height and Setbacks

21. Maximum building coverage shall not exceed 40%.

22. No structure shall exceed 38 feet in height.

23. All buildings shall be setback a minimum of 15 feet from internal subdivision streets. Buildings shall be setback a minimum of 20 feet along Parkway Boulevard and Cherry Street.

Open Space

24. Open space amenities, including children's play areas, shall be located in areas that do not require crossing large parking areas or major streets to be accessed by the residents they are intended to serve.

25. Children's play areas shall be sited to allow for clear visibility from adjacent access ways as well as kitchens and living areas within the dwelling units.

26. At least 30 percent of the site shall be reserved for open space, which may include plazas, pedestrian walkways, landscaped greens, planting pockets, recreation facilities, and roofs of structures when designed for pedestrian or recreational (passive or active) usage. Open space should be evenly distributed throughout each multifamily lot.

Screening and Landscaping

27. All mechanical and utility equipment shall be screened from view from public streets and adjacent properties.

28. All roof mounted mechanical equipment shall be screened from view from the street as well as the adjacent residential developments. The screening shall be incorporated as an architectural feature of the building.

29. Solid masonry walls not to exceed 8 feet shall be installed along property lines abutting single-family lots. An acoustical analysis to be performed prior to Final Map recordation will determine the type and height of fencing/barrier to be constructed along the Parkway Boulevard frontage of Lot B and the north and east boundaries of Lot E.

30. Boundary landscaping external to the wall along Lot B shall be consistent with that required along Parkway Boulevard to the east and shall not be less than a minimum width of 10 feet.

31. Boundary landscaping shall be required for a minimum width of 10 feet and an average width of 20 feet along all property lines abutting streets except for the area required for street openings.
32. If a parking area is located adjacent to a public street, cars should be screened from view by berms, walls, hedges, density of plant materials, or a combination of these treatments, rather than fencing.
33. The developer shall install landscaping, irrigation system, lighting, paths, emergency vehicle access and drainage improvements with the first phase of development on Lots B and E. Final design of these improvements is subject to review and approval through the improvement plan process.
34. Landscaped areas shall comprise a minimum of 20% of the lots. Evergreen or deciduous tree screening shall be incorporated into the landscape setback in accordance with the Water Efficient Landscape Ordinance standards.
35. At least two 15-gallon shade trees shall be required for each 50 feet of street frontage or fraction thereof, or same size trees may be incorporated into landscape islands in the parking areas, or both.

Parking

36. Parking requirements will be:
 One bedroom unit: 1.5 parking spaces with 1 covered space in garage/carport
 Two or more bedroom unit: 2 parking spaces with 1 covered space in garage /carport
37. Textured paving (e.g., stamped concrete, brick, pavers, etc.) shall be used to define outdoor pathways and safe crossings in parking lots.

Architectural Features

38. Design consideration for all units shall be to minimize placement of two-story units backing onto single-story units and minimize large window expanses that would overlook existing neighboring yard areas.
39. Design qualities of depth and substance should be provided by the use of offsets, recesses, columns, roof slopes and overhangs. Architectural features shall be incorporated into the design of each unit.
40. At least one substantial architectural projection from the major building plane of each elevation shall be visible from a street or common open space area. Examples of a dwelling's acceptable projections are porches, bay windows, dormers, gables, trellises and chimneys.
41. Building design should include articulation, such as substantial changes in wall plane or the use of gables, hips, or dormers. Hipped or gabled roofs covering the entire mass of a building are preferable to mansard roofs or segments of pitched roofs applied to the building's edge.
42. All proposed buildings shall undergo review by the Design Review Commission as prescribed in the Zoning Ordinance.

Lighting

43. All development shall comply with the performance standards for noise, light and glare as described in the Zoning Ordinance.
44. No light source shall exceed 15 feet in height unless blocked from view from the R1 or PMR zones by

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a structure.

45. All lights shall be directed downward and shielded to prevent light spillage upwards or into adjacent single-family lots.

Signage

46. All signs shall be subject to Sign Design Review by the Planning Commission.
47. All signs shall be either a low, uplit monument type or other low-profile decorative entry sign incorporated with landscaping features.
48. Proposed signage for Lots B and E shall comply with the Zoning Ordinance.

Commercial Planned Development

The following Planned Development conditions are applicable to the commercial lot, uses, and structures within the Southpark Planned Development. Where no specific provisions exist, the provisions of the Zoning Ordinance shall prevail.

49. Improvement plans for the entire commercial project shall be submitted for Design Review at one time. Project design shall be evaluated in terms of its contribution toward establishing an appealing view corridor along First Street (Hwy 113) and its appropriateness as a gateway to the City of Dixon.

Site Performance Standards/Conditions applicable to all uses and buildings proposed for the Commercial Lot C of the Southpark Planned Development Tentative Map dated April 2, 2002:

Allowable Uses

50. Principal uses intended for this Neighborhood Commercial district (CN-PD) are those that provide residents in the vicinity with conveniences such as food, beverage, and general retail sales and services. The focus of development on this commercial lot will be to provide a variety of commercial services in an architecturally pleasing center (i.e., not a strip mall) that could potentially serve as a gathering place for Southpark residents.
51. Development shall include not only one or two large establishments but incorporate a mix of uses intended to reduce the number of vehicle trips needed by Southpark residents to purchase goods and services; outdoor seating will be encouraged. While businesses locating in this district may also serve travelers along Highway 113, this district is not intended for establishments that cater primarily to the demand for highway commercial services.
52. All uses proposed for Neighborhood Commercial Lot C shall comply with the permitted uses and conditionally permitted uses described in Neighborhood Commercial zoning District of the Zoning Ordinance except for those listed in the table below. All conditionally permitted uses shall be subject to approval by the Planning Commission and shall be required to comply with the planned development conditions and performance standards approved for this site.
53. Uses and conditionally permitted uses that are not allowed in this planned development are as follows:

Uses Not Permitted
in Southpark

- Christmas tree sales lots (except in a vacant portion pending construction of permanent structures)
- Communication Equipment Building
- Food lockers
- Supermarkets
- Offices and office buildings (not to exceed 33% of gross floor area)
- Household appliance stores
- Furniture stores

Conditional Uses Not Permitted
in Southpark

- Public utility and public service pumping stations, power stations, drainage ways and structures, and storage tanks
- Large gasoline service stations (utilizing more than 1/3 of the lot)
- Drive-through restaurants/businesses
- Bus stations
- Public parks and playgrounds

Height and Setbacks

54. All setback (yard) requirements for this project shall be as required in applicable sections of the Zoning Ordinance including the following:
- a) No structure shall exceed 38 feet in height.
 - b) Minimum setback on the parcel's frontage on First Street shall be 10 feet. Minimum setback shall be 15 feet on "A" Street.
 - c) Minimum setbacks on the western and northern boundary of the parcel shall be 20 feet. In addition, one foot shall be added to each required side yard or rear yard for each 2 feet of height or fraction thereof by which a portion of a structure within 30 feet of the nearest side or rear property line exceeds 14 feet in height.
 - d) If the development is to provide rear access to the buildings for delivery trucks, employee vehicles, etc., the paved drive shall be a minimum width to allow adequate vehicle circulation per the requirements of the Department of Public Works.

Screening and Landscaping

55. All loading, delivery and storage areas, trash receptacles, and mechanical and utility equipment shall be screened from view from public streets and adjacent properties.
56. All roof mounted mechanical equipment shall be screened from view from the street as well as the adjacent residential developments. The screening shall be incorporated as an architectural feature of the building.
57. Solid screening shall be installed and maintained where parking or loading areas abut backyards of residential areas. Screening shall include one or more of the following: masonry walls, berms, solid fences, and plantings, subject to final approval during Design Review.
58. An 8-foot masonry wall shall be placed along the north and west boundaries of Lot C to screen the commercial development from adjacent residential areas. The wall shall be stepped down within the setbacks as it approaches South First Street and A Street to avoid blocking sight distance along either street.
59. No fencing shall be used along the sides of the property facing the street. If screening from public view is required, the use of knolls, mounding, berms, or building design shall be used to screen activities or equipment of rear-facing buildings on First or "A" Streets rather than walls or fences.

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60. Parking areas adjacent to a public street, cars should be screened from view by berms, walls, hedges, density of plant materials, or a combination of these treatments.
61. The developer shall install landscaping, mounding, irrigation system, lighting, pedestrian pathways, emergency vehicle access, and drainage improvements appropriate to the phases of development on Lot C. Final design of these improvements is subject to review and approval through the improvement plan process.
62. No signs or sign supports shall be permitted on any required screening.
63. Non-vegetative screening (i.e., man-made materials) shall not exceed 6 feet in height, with the exception of the 8-foot concrete wall on the north and west sides of Lot C, but may be combined with vegetative screening to a height greater than 6 feet.
64. Boundary landscaping shall be required for a minimum width of 5 feet and an average width of 15 feet along all property lines abutting streets except for the area required for street openings. Additional landscaping, equal to at least 7 percent of the total area of the building site, is required and a minimum of 25 percent of such landscaping shall be located in the area devoted to parking. Landscaping for commercial parking lots shall provide for 40% shade coverage.
65. At least two 15-gallon shade trees shall be required for each 50 feet of street frontage or fraction thereof, or same size trees may be incorporated into landscape islands in the parking areas, or both.
66. In reviewing landscape plans, these conditions may be increased or otherwise modified by the Design Review Committee in order to prevent detracting from the scenic qualities of South First Street.

Parking

67. Off-street parking requirements will be in keeping with the Zoning Ordinance. Since the emphasis is on a mix of uses for this center, the parking standard that shall be applied is one space for each 280 square feet of gross floor area. However, this standard may be subject to review and revision by the City once a project is submitted for consideration.
68. Pedestrian access to the center should be separated from the driveway entrances and emphasized in a clear, convenient, and safe manner.

Architectural Features

69. All proposed construction projects shall be reviewed by the Design Review Commission as prescribed in the Zoning Ordinance.
70. While scale and design of the project shall be consistent with the surrounding residential neighborhoods, medium-to-high intensity development including a variety of neighborhood services shall be encouraged.
71. Buildings shall feature architectural designs that use expansive glass areas, along with a variety of brick, masonry and wood treatments to create color and texture. Side and rear facades shall be attractively presented to street frontage. Side and rear facades of buildings presented to street frontage should be treated with the same quality of design and materials as the front elevations.
72. Textured paving (e.g., stamped concrete, brick, pavers, etc.) to define outdoor pathways, crossings and sitting or gathering areas shall be used.

73. Architectural elements shall be complementary to the City's historic architectural character along First Street. New structures shall not clash with existing structures and sites.
74. Elevations shall be well articulated and stress an original design, not a generic or "franchise" building style. Small, boxy structures shall be avoided.
75. Building mass shall avoid proportionally long, flat surfaces. The architecture should include one or more of the following design features on all elevations that are visible offsite: pitched-roof elements, columns, indentations, overhangs, patios, trellises, and surface textures.

Lighting

76. All development shall comply with the performance standards for noise, light and glares as described in the Zoning Ordinance.
77. No light sources from the commercial center shall directly face a residential district.
78. Light sources located within the rear yard setback shall be directed downward and shielded to prevent any spillage of light into adjacent properties.
79. No light source shall exceed 15 feet in height unless blocked from view from any R District by a structure.

Signage

80. Proposed signage for Neighborhood Commercial Lot C shall comply with the Zoning Ordinance.
81. All signs shall be subject to review and approval by the Design Review Commission.
82. All building signs shall be limited to individual channel lettering, with the exception of business logos.
83. Colors or logos identifiable with an individual company are acceptable but should not become a dominant architectural element.
84. Freestanding signs of low-monument type shall be used with an 8 foot maximum height and area that are proportional to the building and site and visible (but unobtrusive) on buildings facing Highway 113. Pole signs are not allowed.
85. Signage should be externally lit. Internally lit, plastic lettering should be avoided but may be used, provided that individual letters rather than "can" signs are used.

Section 4. That upon the effective date of this ordinance, the City Clerk is hereby directed to cause the Official Zoning Map of the City of Dixon to be revised to reflect the above change in zoning approved by this ordinance.

Section 5. The City Clerk shall cause this Ordinance to be published in The Dixon Tribune, a newspaper of general circulation in the City of Dixon, within fifteen days of its enactment; shall

02-008

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certify to the enactment and publication of this Ordinance, and shall cause this Ordinance and its certification to be entered in the Book of Ordinances of the City.

* * *

The foregoing Ordinance was introduced at a regular meeting of the Dixon City Council duly held on June 25, 2002, and was approved and enacted at a duly held regular meeting or adjourned regular meeting of the City Council held on JUL - 9 2002, 2002, by the following roll call vote:

AYES: Ferrero, Supriano, Vega, Courville
NOES: None
ABSTAIN: None
ABSENT: Orr

Mary Ann Courville
Mayor

Attest:

Shirley A. Blumberg
City Clerk

ORDINANCE NO.: 02 - 008

**EXHIBIT A TO ORDINANCE 02-008 AS ADOPTED BY THE
CITY COUNCIL OF DIXON, CALIFORNIA ON JULY 9, 2002**

More particularly described as: This exhibit depicts the existing and proposed zoning for the Southpark Planned Development, as revised by the City Council on June 25, 2002, and on file with the City Clerk of the City of Dixon, 600 East A Street, Dixon, CA 95620-3697

AS AMENDED

RESOLUTION NO. 02 - 123

RESOLUTION APPROVING THE SOUTHPARK PLANNED
DEVELOPMENT TENTATIVE SUBDIVISION MAP,
LOCATED SOUTH OF WEST CHERRY STREET, NORTH OF PARKWAY BLVD,
WEST OF SOUTH FIRST STREET, SOUTHEAST OF UNION PACIFIC RAILROAD
AND PORTER STREET.
- APN 114-033-020

WHEREAS, on May 8, 2002, May 21, 2002 and June 5, 2002, the Planning Commission held noticed public hearings to consider the project to subdivide 210.5± acres into up to 676 residential parcels, a 4.3 ± acre and a 4.7 ± acre multi-family residential sites, a 3.75 ± acre commercial parcel, 5 acre neighborhood park, a 6± Lot A and a ¼± acre water well lot (Exhibit "A" - Tentative Map for Southpark dated April 2, 2002); and

WHEREAS, at the conclusion of those public hearings, the Planning Commission voted to recommend conditional approval of said tentative subdivision map, based on the following findings and subject to the following conditions:

FINDINGS:

- 1) As proposed and with recommended conditions and mitigation measures, the Tentative Map will be consistent with the proposed General Plan designation.
- 2) As proposed with recommended conditions and mitigation measures, the tentative parcel map will be consistent with the proposed zoning of the property.
- 3) The proposed tentative parcel map, as conditioned, is in conformance with the standards, rules, and regulations of the City of Dixon Subdivision Ordinance.
- 4) The site is physically suitable for the type and density of development proposed.
- 5) The subdivision and proposed improvements, with implementation of proposed mitigation measures, are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
- 6) The subdivision and proposed improvements are not likely to cause serious public health problems.
- 7) The subdivision and proposed improvements, including the existing gas well easement, are not in conflict with easements acquired by the public at-large.

CONDITIONS OF APPROVAL:

- 1) The Southpark Planned Development Tentative Map is approved for a total of 676 single family lots. Five single family lots shall be eliminated from the tentative map dated April 2, 2002, which shows 681 single family lots. The Tentative Map approval also includes one 3.75 acre commercial lot (Lot C); two multi-family lots, 4.7 and 4.3 acres in size (Lots B and E); one 5 acre park site (Lot D); and a 6 acre lot containing the future extension of Parkway Boulevard, railroad overcrossing and utility easements (Lot A).

- 2) Following Tentative Map approval, but before submittal of Improvement Plans, the Tentative Map shall be revised to reflect 676 single family lots, the requirements of the Residential Planned Development conditions of approval and any other revisions necessary to comply with approved conditions. The revised Map shall be submitted for substantial conformance review by the Community Development and Public Works Departments and the applicant shall provide the Community Development Department and Public Works Department with full-size prints of the revised Tentative Map for this review.
- 3) Developer shall be required to comply with the Mitigation Measures and Mitigation Monitoring Plan identified in the Final Subsequent Environmental Report (FSEIR) relating to this Project. Off-site acquisition of agricultural land that serves as Swainson's Hawk or burrowing owl habitat shall occur within the Dixon planning area as depicted on Figure 3 of the Dixon General Plan as first preference; or within ten miles of the project site, as recommended by the California Department of Fish and Game, as second preference.
- 4) Decorative entry treatments, including any signage, lighting or other decorative features, at entrances from West Cherry Street, First Street and Parkway Boulevard shall be installed with street improvements. Entry features shall be maintained by the Lighting and Landscaping District and shall be subject to Design Review approval by the Community Development Department.
- 5) The applicant shall be responsible to improve a minimum 40 feet, all-weather surfaced vehicle access road west of West Cherry Street (alley) from the intersection with "K" Street to the Union Pacific railroad property. The access road location shall overlie the existing underground infrastructure lines in a Public Utility Easement within the existing right-of-way and shall not result in any unimproved area. This may require gravel/paving/landscaping of an area greater than 40 feet. Any excess right-of-way can be abandoned to the underlying fee title owner. An emergency vehicle turnaround at the end of the alley and a gate at the end of the western end of the alley shall be installed as part of the required improvements. Details shall be provided and are subject to City review and approval during the improvement plan review process.
- 6) The gas well site easement in Phase 1 shall be abandoned prior to issuance of occupancy permits for abutting lots in Phase 1. Proof of abandonment of the easement shall be provided prior to recordation of Lots 100 through 111 in Phase 1, as shown on the Tentative Map dated April 2, 2002. If abandonment of the easement does not occur prior to Phase I Final Map submittal, the lots within the easement area (Lots 100-111, Phase 1) shall not be recorded. Disclosure documents regarding the potential for a natural gas well shall also be provided to all property owners of all lots within 500 feet of the gas well site easement.
- 7) Disclosure documents shall be recorded for all single family residential lots and/or notice shall be given to all occupants of single family units of the location of the multi-family residential lots and of the location and potential uses of the neighborhood commercial lot. In addition, the developer shall erect and maintain signs on Lots B and E, a minimum of 4 feet by 8 feet in size, noting future multi-family development planned for these lots. An agricultural disclosure form will be signed by each property owner or multi-family dwelling occupant acknowledging the presence of agricultural activities in the vicinity.

- 8) The neighborhood park site, Lot D, shall be a minimum of 5 net acres in size. The developer has the option of building the park subject to City specifications and approval with reimbursement by the City. Reimbursement to the developer will be available based on the approved Capital Improvement Program budget. Timing, design, construction and eligibility for reimbursement for park improvements will be addressed in the Development Agreement.
- 9) The developer shall install side and rear yard fencing for all parcels at the time of home construction.
- 10) The developer shall install front yard landscaping with automatic irrigation (six station timers) for all parcels at the time of home construction. The developer shall also install with the front yard landscaping, drainage lines from the downspouts on the residences to the street.
- 11) Fencing and/or a barrier adjacent to the May Fair parking lot and the Silveyville Cemetery shall be installed by the developer and shall be subject to review and approval by the Community Development Department.
- 12) The Final Map shall show a "no access" strip on the lots backing along the First Street and Parkway Boulevard project boundaries.
- 13) An acoustical analysis for this project, as described in the EIR mitigation measures, shall be conducted prior to Final Map recordation. Recommended measures to attenuate noise for future residents of the lots within this project shall be incorporated into project plans.
- 14) The applicant shall provide a plan showing a cross section of the proposed wall and/or wall/berm design required in lieu of fencing for sound attenuation at the rear of the Orchard Lots adjacent to the Union Pacific Railroad. This plan shall be reviewed and approved by the Community Development Department prior to installation of the wall or berm. Provisions for any necessary ongoing maintenance of the wall/berm west of the single family lots shall be included in the plans and shall also be subject to review and approval by the Community Development Department.
- 15) The multi-purpose path area shown in the southeastern portion of Phase 1 connecting "D" Street to Parkway Boulevard shall be a minimum of 50 feet in width. The path configuration and landscaping shall be subject to Design Review approval by the Community Development Department.
- 16) The developer shall install the South First Street, Parkway Boulevard and "A" Street landscaping and masonry sound walls with public infrastructure improvements required in adjacent Phases 1 and 2.
- 17) An 8 foot high masonry wall between the commercial site and the existing and proposed residential lots to the north and west shall be installed per the Planned Development site performance standards with the construction of the subdivision improvements and prior to the occupancy of adjacent residential units.
- 18) The applicant shall be responsible for the payment of park dedication fees with the recordation of all final maps.

- 19) All uses, buildings, landscaping, parking and other improvements on Multi-family Lots B and E shall be subject to Design Review approval in accordance with the City Zoning Ordinance and subject to the Planned Development site performance standards.
- 20) All uses, buildings, landscaping, parking and other improvements on Neighborhood Commercial Lot C shall be subject to Design Review approval in accordance with the City Zoning Ordinance and subject to the Planned Development site performance standards.
- 21) The developer will be responsible for petitioning for inclusion of the project into the City's Lighting and Landscape District for maintenance of all lighting, the South First Street, portion of "A" Street and Parkway Boulevard landscaping and wall, overcrossing embankment and any other qualifying improvements, except for the park site. The project proponent is responsible for all costs associated with this condition. The project proponent shall fulfill this condition prior to the sale of any buildable lots or parcels within the project area. If for any reason the property is not included in the Lighting and Landscape District, the developer will be responsible for providing an alternate financing mechanism.
- 22) No design review is required for individual single family residential units unless the design of any single unit is intended for use as a production design for more than two individual homes. Design consideration for all units shall minimize placement of two-story units backing onto single-story units and minimize large window expanses that would overlook neighboring yard areas.
- 23) The applicant shall install field fencing on the south side of Parkway Boulevard to avoid project residents trespassing on adjacent agricultural properties. The fencing shall be acceptable to the Community Development Department.
- 24) A "sales" signage plan for Southpark Planned Development shall be submitted to the Community Development Department for review and approval prior to installation of any signs advertising the project.
- 25) Construction fencing shall be erected during project construction to catch debris during windy conditions. Trash pick up shall occur on a regular basis.
- 26) The applicant shall implement a program to recycle wood, demolition materials and other debris to the extent feasible to avoid transport of these materials to the landfill. This program shall be subject to review and approval by the City of Dixon.
- 27) Home builders shall provide first home buyers on all lots within the subdivision a packet containing consumer and City informational materials. Packet contents shall be approved by the Community Development Department.
- 28) All lots adjacent to the Union Pacific Railroad tracks shall comply with the requirements of the Uniform Building Code related to vibration.
- 29) All notice and disclosure document wording required by the Southpark Planned Development Tentative Map conditions, Planned Development conditions or environmental documents shall be reviewed and approved by the Community Development Department. All buyers of lots receiving

such disclosure documents shall sign and acknowledge receipt of these documents. Proof of the receipt of disclosure documents shall be provided to the Community Development Department.

- 30) The street names requested by the applicant shall be reserved for use by this project. The applicant shall follow City procedures in approval of street names.
- 31) The approval for this Tentative Map shall expire 24 months from the date of its approval by the City Council, subject to the provisions of the City's Subdivision Ordinance, Section 10.06.12.
- 32) The applicant and the City shall amend the existing Reimbursement Agreement to include reimbursement to the City for the costs of reviewing and processing the revised project applications, proposed development agreement and additional EIR preparation.
- 33) All improvements shall be in accordance with the City of Dixon's Engineering Design Standards and Construction Specifications, except as otherwise provided herein.
- 34) All proposed roads within the subdivision shall comply with the City's Engineering Design Standards and Construction Specifications dated 3/2001 except as noted on the tentative map and conditions set forth below.

South First Street (SR113)

The following improvements will be constructed:

- a) Full one-half street improvements on First Street along the project frontage with first phase of development subject to Caltrans and City approval. Re-striping of South First Street along and adjacent to the frontage of the subject property, as necessary to be consistent with City of Dixon standards and Caltrans standards.
- b) "Transition" frontage improvements on the Kincheloe property frontage, including improvements of the drainage culverts currently in place, subject to Caltrans and City approval.
- c) A bicycle and pedestrian path connecting West Cherry Street to the first phase of development shall be constructed with Phase 1 to provide adequate bicycle and pedestrian circulation until permanent roadways are constructed with subsequent phases.
- d) New sidewalk, 5-feet wide minimum, in front of cemetery meeting current City of Dixon standards and the ADA requirements. New sidewalk, 5-feet wide minimum, and driveways fronting the Dixon May Fair parking lot property meeting current City of Dixon standards and the ADA requirements. Repair of sidewalk north of Dixon May Fair parking to Cherry Street, including new ADA ramps at the northwest and southwest and southwest corners of Cherry Street and SR113.

Street Section E-E – Parkway Blvd at RR Tracks

The following improvements will be constructed and/or rights-of-way dedicated:

- a) Sufficient right of way shall be required to construct a railroad overcrossing plus install future utilities along the north side of the overcrossing. The gas well site to the south will be needed for utility right of way, along with additional right of way to the north. The sidewalks shall be 8-foot

on both sides. Face-of-curb to face-of-curb shall be 68-feet. Top of embankment street width shall be 93-feet.

- b) Provide adequate right-of-way (a minimum of 25-feet) on north side of grade separated railroad crossing for water line construction and utility easement. The proposed water line shall be installed on the north side of Parkway Blvd. and along the north side of the grade separation. Utility easements shall be required between the toe of the embankment of the grade separation and the development property line (sound wall).
- c) The future sewer trunk line may be placed on the south side of the grade separation if it can be shown sufficient right of way exists for any required Solano Irrigation District (SID) irrigation line, sewer line, storm drain line, gas line, electric facilities, telephone facilities and cable television facilities. Prior to approval of the subdivision improvements plans, the Developer shall provide a plan and profile of the proposed alignments for the sewer, water, SID irrigation, storm drainage, and other utilities along Parkway Boulevard from the future connection point at South First Street and Parkway Boulevard to the future point of connection at Porter Road. Sufficient right-of-way will between the toe of the embankment of the grade separation and the pond embankment will be provided. Based on the depth of the proposed sewer line, the easement width required shall be a minimum of forty feet (40 feet). The Public Works Director shall have final approval on the right-of-way requirements for utilities.
- d) The developer shall be required to participate in the fair share cost of the planning, design, and construction of the railroad grade separation on Parkway Blvd. as determined by the Development Agreement. The Parkway Blvd. Plan and Profile sheets submitted by Morton and Pitalo, dated April 3, 2002, represent the latest preliminary plan for the grade separation. If the plans are not adequate to assist the City in determining the future right of way needs, the developer shall provide the City with a specific RR grade separation crossing analysis identifying the required right of way and improvements. The developer shall adjust the subdivision lot layout to accommodate future right of way requirements.
- e) Due to the proximity of the grade separation landing near the intersection of "A" Street and Parkway Blvd., a traffic analysis is required to include a queuing analysis and impacts at the intersection due to the future over crossing. This traffic analysis shall be completed prior to approval of intersection improvement plans and intersection construction.

Street Section M-M – HWY-113
The sidewalk width shall be 8-feet.

Street Section X-X – "N" Street

On "N" Street, this section shall be similar to Section X-X, with the addition of a five (5) foot bike lane on either side of the street section. The overall right of way shall be 63-feet.

- 35) The developer shall reconstruct Cherry Street from the intersection of South First Street to the northern connection point of the proposed "K" Street as shown on the Tentative Map. The street shall be constructed to the City of Dixon Minor Collector Street Design Standards and include pavement, curb, gutter and ADA ramp rehabilitation. The City will participate in the costs as determined by the Development Agreement.

- 36) The structural street sections shall be designed by a registered engineer in order to accommodate the anticipated traffic volumes and loads per the traffic analysis completed for this project.
- 37) An encroachment permit shall be obtained from Caltrans (where required) for all work to be performed within the existing street right-of-way prior to any work in said right-of-way.
- 38) In addition to the FEIR Traffic Analysis, location specific Traffic studies may be required for the following intersections as a requirement for Caltrans review:
- First Street at Cherry Street, (for Caltrans encroachment)
 - First Street at Major Collector ("A" Street). (For Caltrans encroachment)
 - First Street at Parkway Boulevard (for Caltrans encroachment)
- 39) A signing and striping plan is required and shall be approved by the City Engineer. All striping shall be thermoplastic.
- 40) A comprehensive Storm Drainage Master Plan shall be prepared by a registered civil engineer for project watershed(s), including the entire Tentative Map area and any upstream areas part of the same shed, and shall be submitted to the Public Works Director for review. The Master Plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm drainage pipes, channels, structures, pump stations, interim detention basin (if required) and engineering calculations. Approval of the Master Plan by the Public Works Director shall be required prior to first submittal of the Final Map and improvement plans. The subdivider shall pay the cost associated with all improvements required by the study for subdivision development. Reference the City of Dixon Engineering Design and Construction Standards for additional requirements.
- 41) A topographic survey of the entire site and a comprehensive grading and drainage plan, prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels, including the Union Pacific Railroad and Porter Road. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor upon completion of the improvements and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Dixon Engineering Design and Construction Standards for additional requirements.
- 42) Improvement plans shall be approved prior to issuance of a grading permit.
- 43) Closure calculations shall be provided at the time of initial map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print out. The point(s) of beginning shall be clearly defined and all lot acreage shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the subdivision map. Reference the City of Dixon Engineering Design and Construction Standards for additional requirements.

- 44) The differential in elevation between adjacent lot pads shall not exceed 12 inches.
- 45) All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.
- 46) Developer shall be required to participate in a storm drainage maintenance district for the project area and pay a proportional share of the future cost to maintain the Pond A/Lateral One detention and channel improvements.
- 47) The City may be requesting oversizing of the storm drain line which will be constructed as part of the South First Street frontage improvements to handle additional flow which may be diverted from the line near Cherry Street and flows along South First Street. Costs for requested oversizing will be reimbursed by the City of Dixon.
- 48) The property shall be connected to the City of Dixon's storm drain system in accordance with City of Dixon standards.
- 49) An erosion and sedimentation control plan shall be included as part of the improvement plan package. The plan shall be prepared by the applicant's civil engineer and approved by the City Engineer. The plan shall include but not be limited to interim protection measures such as benching, sedimentation basins, storm water retention basins, energy dissipation structures, and check dams. The erosion control plan shall also include all necessary permanent erosion control measures, and shall include scheduling of work to coordinate closely with grading operations. Replanting of graded areas and cut and fill slopes is required and shall be indicated accordingly on plans, for approval by City Engineer.
- 50) Landscaped slopes along streets shall not exceed 5:1. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.
- 51) Developer shall obtain a National Pollutant Discharge Elimination System (NPDES) Permit from the Regional Water Quality Control Board prior to commencement of grading.
- 52) The property shall be connected to the City of Dixon's sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Dixon standards.
- 53) Developer shall construct a sewer trunk line from "A" Street at its intersection with Parkway Boulevard to connect with the interceptor at South First Street. The City will reimburse upsizing costs for this trunk line to provide capacity for the diversion of sewage, which is now running through the Pitt School Road and West A Street pump station. When the Southwest Dixon development is constructed, it will be required to reimburse the South Park Development for additional upsizing for the capacity needed to carry sewage from the Southwest development area to the intersection of Parkway Boulevard and South First Street. The reimbursement percentage will be determined via the Development Agreement.
- 54) A subdivision map (Final or Parcel) shall be recorded and Improvement Plans shall be approved prior to issuance of a Building Permit.
- 55) U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.

- 56) A registered landscape architect shall design landscape improvements per City Standards.
- 57) Joint trench/utility plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
- 58) All existing and proposed utilities, including electric transformers, utility boxes, etc., shall be installed underground per the subdivision ordinance and shall meet the policies, ordinances, and programs of the City of Dixon and the utility providers.
- 59) Streets must be constructed and paved prior to issuance of any occupancy permit.
- 60) Remove and replace all damaged curb, gutter or sidewalk in accordance with City standards.
- 61) Developer shall pay appropriate reimbursements for benefiting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements.
- 62) Developer of multi-family residential and commercial projects shall provide refuse enclosure detail showing bin locations and recycling facilities to the approval of the Public Works Department.
- 63) Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
- 64) The applicant shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the Public Works Department.
- 65) A ten (10) foot public service easement adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.
- 66) The Tentative Map dated April 2, 2002 shows Lot A identified as containing a gas well easement and a potential drill site. The proposed drill site is overlaid on the proposed future roadway and public utility improvements. Most of this parcel will be needed for future roadway, grade separation and utility improvements. The Final Map and Improvements Plans shall show Lot A as an Irrevocable Offer of Dedication to the City of Dixon for road and utility purposes. Once the roadway, grade separation, and utility improvements right of way have been identified for dedication to the City, any remaining land can be considered for the Lot A drill site. In order to establish the right of way need and prior to approval of the subdivision improvements plans and Final Map for Phase 2, the Developer shall provide a plan and profile of the proposed alignments for the sewer, water, SID irrigation, and storm drainage line along Parkway Drive from the future connection point at South First Street and Parkway Drive to the future point of connection at Porter Road.
- 67) Developer shall abandon the existing agricultural irrigation line within the existing 20 foot SID easement running through said development per SID standards. The new SID irrigation line shall be constructed along the south side of the future grade separation and then along Parkway Blvd. SID and the City shall approve final alignment. All costs associated with the re-alignment of a new SID agricultural irrigation line shall be at the Developers expense.
- 68) Developer shall comply with SID development conditions as determined by the SID Director of Engineering.

- 69) The SID Certificate shall be added to the Tentative Map and Improvement Plans for this development. The District shall review, comment and approve all maps and plans.
- 70) The project will dedicate the parcel shown on the Southpark Planned Development Tentative Map, dated April 2, 2002 for the well facility. The fair market value of the parcel, as determined by the City and SID, will be credited towards development fees.
- 71) Per DSMWS Cross Connection Control Resolution No. 9552, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the developer's expense. Location of the backflow prevention assembly shall be per the DSMWS Design Standards. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the DSMWS Engineer or his designated agent.
- 72) Per DSMWS Cross Connection Control Resolution No 9552, fire protection systems are required to maintain an approved backflow prevention, at the developer's expense. Required location, service size and flow-rate for the fire protection system must be submitted. Actual location is subject to the review and approval of the Public Works and Fire Departments.
- 73) The District (SID), on behalf of DSMWS will review, approve, and sign all Final and/or Parcel Maps, and Improvement Plans of this development.
- 74) Developer shall be required to provide a secondary source of water. This will require an agreement with Cal Water to supply the required secondary water source, or the construction (extension) of the water system to Pitt School Road and existing "A" Street. Developer shall obtain an agreement that will ultimately be between Cal Water and DSMWS.
- 75) The boundary revision between Cal Water and DSMWS shall be completed prior to approval of the Final map.
- 76) Developer shall comply with DSMWS development conditions as determined by the SID Director of Engineering.
- 77) Provide fire hydrants to City Code as part of public improvements.
- 78) Illuminated house numbers are required for all residences constructed within the subdivision.
- 79) Alleys shall comply with emergency vehicle access criteria.
- 80) All foundations shall comply with Chapter 18 of the California Building Code.
- 81) Expansive Soils: When expansive soils are present, the building official may require that special provisions be made in the foundation design and construction to safeguard against damage due to this expansiveness. The building official may require a special investigation and report to provide these design and construction criteria.
- 82) Drainage: Provisions shall be made for the control and drainage of surface water around buildings.

- 83) Foundation elevation: On graded sites, top of any exterior foundation shall extend above the elevation of the street gutter at point of discharge or the inlet of an approved drainage device at a minimum of 12 inches plus 2 percent. The building official may approve alternate elevations, provided it can be demonstrated that required drainage to the point of discharge and away from the structure is provided at all locations on the site.
- 84) Vapor Barriers: Vapor barriers shall be accomplished by using not less than a 10-mil polyvinyl chloride with joints lapped not less than 6 inches or other approved materials under the slab. Joints in the membrane shall be lapped and sealed in accordance with the manufacturer's installation instructions.
- 85) The minimum thickness of concrete floor slabs supported directly on the ground shall not be less than 4 inches thick.
- 86) The minimum concrete mix shall be 5 sacks per cubic yard of concrete.
- 87) The slab shall be reinforced with not less than six inches by six inches ten-gauge wire mesh or an approved alternate installed at mid height of the slab.
- 88) Slab-on-grade and mat-type footings for buildings located on expansive soils shall be designed based on geotechnical recommendations as approved by the building official.
- 89) A vapor emission test shall be performed prior to a final inspection. A minimum of 3 test locations shall be taken per house. All test results per house shall produce a rating of 12 pounds or less with the optimal rating of 8 pounds or less. Failure to meet this requirement will result in a retest and possible further mitigation measures until such time that a vapor emission test meets the above criteria. Pounds as used herein is shorthand for "pounds of water per 1,000 square feet per 24-hour period" as described in ASTM Standards E 1907 and F 1869.
- 90) All vinyl flooring material shall be a mold and mildew resistant type.
- 91) Water piping shall not be installed in or under a concrete slab within a building without prior approval of the building official.
- 92) All fencing materials and installation shall be inspected and approved by the building official. Material and installation specification shall be noted on plans.
- 93) Streets and sidewalks shall be clean and clear of all materials once the first home is sold and occupied.
- 94) Prior to construction of each unit, a residential housing allotment must be obtained by the developer pursuant to the Measure B Implementation Ordinance, and specified in a Development Agreement.
- 95) The developer must pay a fair share of the design and development of a railroad grade separation with the timing and amount of said share determined as part of a Development Agreement.
- 96) A drainage maintenance assessment district for downstream drainage to Pond A and Lateral 1 will be created with the amount of the development's fair share determined as part of a Development

Agreement.

- 97) Complete and sign a City indemnification agreement in a form acceptable to the City Attorney prior to submitting the final map for city Council approval.
- 98) Fees for the necessary public facilities for this project must be paid for each building permit or deferred by prior agreement. These fees are found in the City of Dixon Ordinance 02-002 and are subject to revision. The fees are based on the specifics of the plans as submitted. The fees currently include:
- ✓ Drainage Improvement Impact fee based on runoff/acre by type of use
 - ✓ Parks and Recreation Facilities Impact and Park In-Lieu fees based on service factor by type of residential use
 - ✓ Transportation System Impact fee based on use and/or square footage.
 - ✓ Police Facilities Impact fee based on service factor and type/size of use
 - ✓ Fire Facilities Impact fee based on risk factor and type/size of use
 - ✓ Administrative Facilities Impact fee based on service factor and type of use
 - ✓ Public Works Administrative Facilities Impact fee based on type/size of use
 - ✓ Wastewater fee based on flow and waste water strength
 - ✓ DSMWS Water Connection fee based on the use and size of the meter plus a water meter fee
 - ✓ School Impact Fee based on the use and square footage
 - ✓ Solano County Capital Facilities Fee based on the use and square footage

A protest of any of the preceding dedications, reservations, or fees may be filed with the City Clerk in writing within 90 days of project approval. The protest must include the following items to be valid:

- ✓ The name, address, signature, and status (owner, applicant, etc.)
A statement that the dedication, reservation, or payment is being made, or will be made under protest.
Proof that payment has been made, or an agreement to make the dedications, reservations and pay fees when they are due.
- ✓ A statement of the factual elements of the dispute.
- ✓ The legal theory forming the basis for the protest.

WHEREAS, on June 25 and July 9, 2002, the City Council held noticed public hearings to consider this project.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Dixon hereby approves the tentative subdivision map for the Southpark Planned Development subdivision, based on the findings and subject to the conditions as recommended by the Planning Commission as noted above.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DIXON ON THE 9th DAY OF JULY 2002, BY THE FOLLOWING VOTE:

AYES: Ferrero, Supriano, Vega, Courville
NOES: None
ABSENT: Orr
ABSTAIN: None

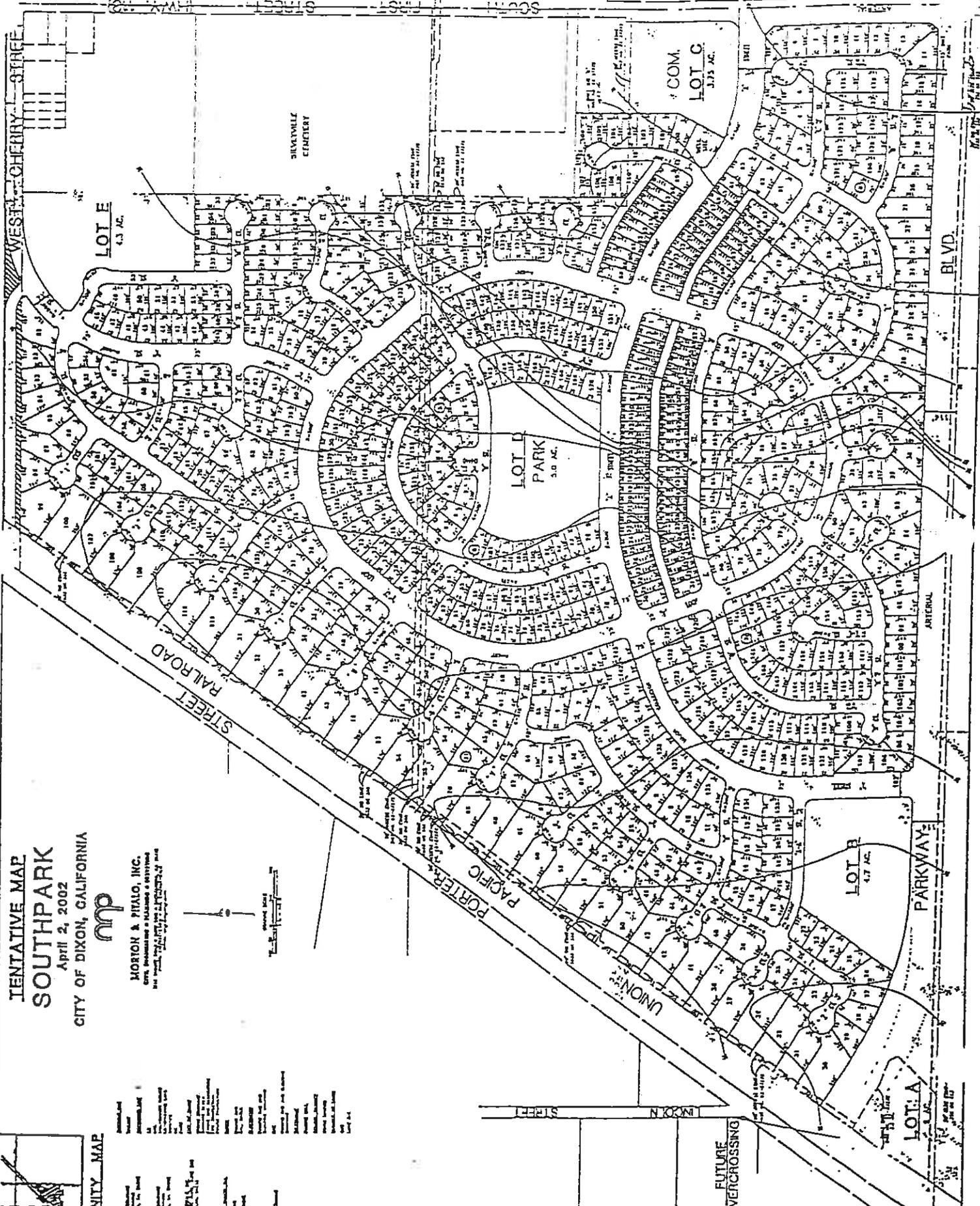
ATTEST:


City Clerk


Mayor

**EXHIBIT A TO RESOLUTION NO. 02-123 AS ADOPTED BY THE
CITY COUNCIL OF DIXON, CALIFORNIA ON JULY 9, 2002**

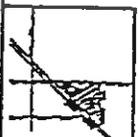
More particularly described as: Tentative Map for the Southpark
Planned Development within the City of Dixon, California, dated April
2, 2002 and on file at the Community Development Department, 600
East A Street, Dixon, CA 95620-3697



TENTATIVE MAP
SOUTHPARK
 April 2, 2002
 CITY OF DIXON, CALIFORNIA



MORTON & PITALO, INC.
 CIVIL ENGINEERS & PLANNERS
 1000 WEST CHERRY STREET, SUITE 100
 DIXON, CALIFORNIA 95620



CINITY MAP

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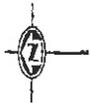
Exhibit F

Southpark Improvement Phasing Exhibit									
Phase I Offsite									
HWY 113 Frontage Improvements									
HWY 113 Frontage Landscape Improvements									
Offsite HWY 113 Sidewalk Obligation, Site boundary @ HWY 113 North to Cherry Street									
Parkway Blvd ROW Improvemets									
Parkway Blvd Landscape Improvemets									
Parkway Blvd Trunk Sewer									
California Water / DSMWS Water interconnect.									
Phase I Onsite									
Rough & Finish Grading for 335 Units; All R.O.W; Commercial Site; Park Site									
All Streets, Curb-Gutter and Sidewalk to serve 335 Units. Including Valley Glen Drive from HWY 113 to Parkway Blvd.									
Streetlights for respective street improvements									
Sewer for 335 SFD Units including two points of connection to trunk main in Parkway Blvd.									
DSMWS Deep water well (See map for well location)									
DSMWS water infrastructure for 335 Units.									
Storm for 335 Units including outfall into Pond A									
Power, telephone and cable services for 335 Units									
Soundwall at Western property boundary. From SID easement to last Orchard lot									

**EXHIBIT F-1 FOR THE SOUTHPARK PLANNED DEVELOPMENT,
AS ADOPTED BY THE CITY COUNCIL OF DIXON, CALIFORNIA
BY ORDINANCE 02-017 ON NOVEMBER 26, 2002**

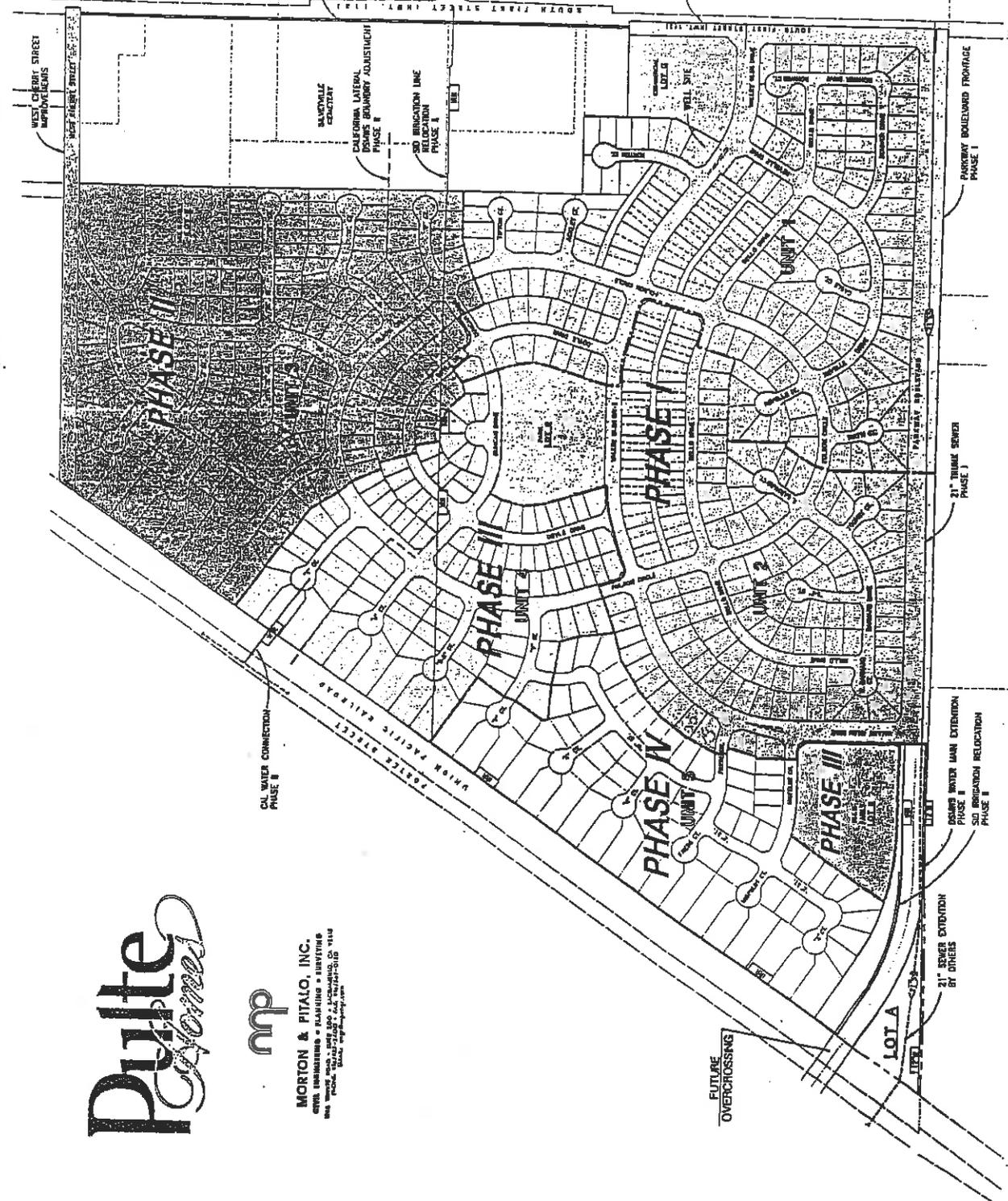
More particularly described as: The construction phasing and master development plan for the Southpark Planned Development within the City of Dixon, California, is on file at the Community Development Department, 600 East A Street, Dixon, CA 95620-3697. The exhibit depicts the property described in Exhibit F, the Southpark Improvement Phasing Exhibit that describes the on-site and off-site improvements for the respective phases.

CONSTRUCTION PHASING
 MASTER DEVELOPMENT PLAN FOR
VALLEY GLEN
 CITY OF DIXON, CALIFORNIA



COLOR LEGEND

- PHASE I - 1st QTR. 2003
- PHASE II - 3rd QTR. 2003
- PHASE III - GRADING 3rd QTR. 2003
IMPROVEMENTS 2004
- PHASE IV - GRADING 3rd QTR. 2003
IMPROVEMENTS 1st. QTR. 2004



Pulte
Homeland

mp

MORTON & PITALO, INC.
 CIVIL ENGINEERING & ARCHITECTURE
 1000 WEST 22ND STREET, SUITE 200
 DIXON, CALIFORNIA 95620-1100
 PHONE: (530) 738-2222 FAX: (530) 738-2222

FUTURE
 OVERCROSSING

LOT A

ORDINANCE NO. 02-017

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DIXON AND SWD LAND COMPANY, A CALIFORNIA JOINT VENTURE PARTNERSHIP, RELATIVE TO THE USE AND DEVELOPMENT OF PROPERTY KNOWN AS SOUTHPARK, BOUNDED BY SR 113, CHERRY STREET, THE FUTURE PARKWAY BLVD., AND THE UNION PACIFIC RAILROAD (APN 114-033-020)

THE COUNCIL OF THE CITY OF DIXON DOES ORDAIN AS FOLLOWS:

Section 1. That certain Development Agreement, dated November 27, 2002, entered into between the City of Dixon and SWD Land Company, a California Joint Venture Partnership, relative to the use and development of property known as the Southpark Planned Development, bounded by SR 113, Cherry Street, the future Parkway Blvd., and the Union Pacific Railroad (APN 114-033-020) pertaining to real property in the City of Dixon, State of California, more particularly described in said Development Agreement (herein "Agreement") is incorporated in this ordinance by reference and made a part hereof.

Section 2. The City Council certified the Southpark Planned Development EIR on June 25, 2002 for the overall project and directed that the City Clerk file a Notice of Determination with the County Clerk of Solano County. No additional environmental review of the Agreement is required by law, ordinance, or regulation.

Section 3. The City Council hereby approves the Development Agreement, substantially in the form on file with the City Clerk, subject to such minor and clarifying changes consistent with the terms thereof as may be approved by the City Attorney prior to execution thereof.

Section 4. The City Council adopts the following findings in conjunction with its approval of said Agreement:

- a. Public hearings were held by the Planning Commission and City Council and notices of these hearings were given in the form and at the times required by state law and City ordinances.
- b. The Dixon Planning Commission has made its recommendation to the City Council concerning the Agreement.
- c. The Agreement is consistent with the objectives, policies, general plan land uses and programs specified in the City General Plan and the Southpark Planned Development Plan. The policies, uses and programs are an integral part of the City General Plan and the Southpark Planned Development Plan, which specifically provide for the development as specified in this Agreement.

d. The housing allocations set forth in the Development Agreement comply with the provisions of Measure B, as implemented by Ordinance 02-003.

e. The Agreement is in conformity with public convenience, general welfare and good land use practices.

f. The Agreement will not be detrimental to the health, safety, peace and general welfare of persons residing in or near the project site; nor will it be detrimental or injurious to property or persons in the neighborhood or to the general welfare of the residents of the City as a whole; but, to the contrary, will specifically benefit the community and the entire City and region by encouraging development in accordance with the City General Plan, as amended.

g. The Agreement will not adversely affect the orderly development of the property or the preservation of property values.

h. The Agreement will require participation by the Developer in all of the agreed upon conditions of approval heretofore approved and adopted by both the Planning Commission and City Council.

k. The Agreement is consistent with and conforms to the requirements of Government Code Sections 65864-65869.5.

l. The Agreement is consistent with the provisions of Resolution No. 88-128 of the City Council Establishing Procedures for Consideration of Development Agreements.

Section 5. The Mayor and City Clerk are authorized and directed to execute said Agreement on behalf of the City of Dixon. Upon the execution of said agreement, the City Clerk shall cause it to be recorded in the Official Records of Solano County.

Section 6. This ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in full within fifteen (15) days after its adoption in a newspaper of general circulation in the City of Dixon.

This ordinance was introduced and the title thereof read at the regular meeting of the City Council on November 12, 2002, and by majority vote of the council person present on both dates, further reading was waived.

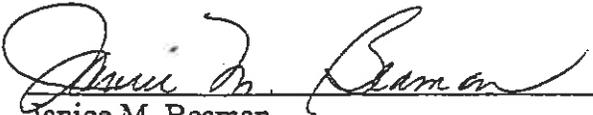
On a motion by Councilmember Ferrero, seconded by Councilmember Orr, the foregoing ordinance was passed and adopted by the City Council of the City of Dixon at a regular meeting thereof, this 26th day of November, 2002, by the following vote, to-wit:

AYES: FERRERO, ORR, SUPRIANO, VEGA, COURVILLE
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE



Mary Ann Courville
Mayor

ATTEST:



Janice M. Beaman
City Clerk