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Acting Assessor/Recorder

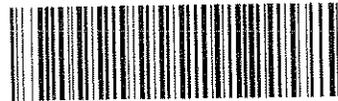
P CITY OF DIXON

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WHEN RECORDED, MAIL TO:

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

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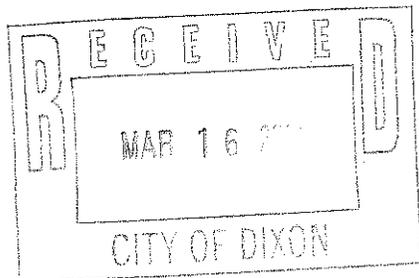


Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

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

Exempted from Recording
Fees Per Government Code 6103

**MASTER DEVELOPMENT AGREEMENT
RELATIVE TO THE DEVELOPMENT KNOWN AS
SOUTHWEST DIXON SPECIFIC PLAN**



W0163002/450272-1

AGREEMENT NO. 05-054

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EXHIBITS

Exhibit A	Existing Land Use Entitlements And Approvals
Exhibit B	Narrative Description of the Six Projects
Exhibit C	Form of Applicant and Subsequent Landowner Assignment and Assumption Agreement
Exhibit D	Legal Description of the Subject Property and Specific Plan Map
Exhibit E	Mitigation Monitoring and Reporting Program
Exhibit E-1	Council Adopted Changes to Mitigation Measures
Exhibit F	Summary of Major Public Improvements and Their Development Phases
Exhibit F-1	Map Depicting Phasing of Major Public Improvements
Exhibit G	Allocation of Residential Development Allotments
Exhibit H	Allocation of Agreement Expenses (per Section 1.10)
Exhibit I	Applicant Reimbursement and Fee Credit Rights
Exhibit J	Memorandum of Understanding

THIS MASTER DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this ninth day of November, 2005, by and between the **CITY OF DIXON**, a municipal corporation ("City") and Andrews Dixon, LLC, a California limited liability company ("ASB"), Solano Land Investment Company, LLC, a California limited liability company ("SLIC"), TNK Ryder, LP, a California limited partnership ("TNK Ryder"), the William F. and Elaine H. Clark Revocable Family Trust ("Clark"), the Bernard H. Sanders and Roxie D. Sanders 1981 Revocable Trust ("Sanders"), and the Azevedo Family Trust ("Azevedo") (individually and collectively, "Applicant"), 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 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 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, and police protection facilities, will be available at the time development projects come on line within their jurisdictions.

C. This Agreement relates to an overall plan of development for the southwestern portion of the City of Dixon covered by the Southwest Dixon Specific Plan (the "Specific Plan") and known as the "Specific Plan Area", and more particularly six portions of the Specific Plan Area on which the members of Applicant propose development (the "Six Projects"). The property subject to this Agreement ("the Subject Property") is defined in Section 2.01 and described in **Exhibit D**. The Six Projects are known as (1) "Evans Ranch", (2) "Clark Ranch Estates", (3) "Dixon Ridge", (4) "Orchard Estates-Garcia", (5) "Orchard Estates-Sanders", and (6) "Sandalwood", all as described in Section 1.02 and **Exhibit B**.

D. Each member of Applicant holds a legal interest in a portion of the Subject Property as follows, and all of the Subject Property is sufficiently controlled by Applicant to qualify for inclusion in this Agreement as required by Government Code Section 65865.

- (1) ASB owns the portion identified as Evans Ranch.
- (2) Clark owns the portion identified as Clark Ranch Estates.
- (3) SLIC owns the portion identified as Dixon Ridge.

- (4) TNK Ryder owns the portion identified as Orchard Estates–Garcia.
- (5) Sanders owns the portion identified as Orchard Estates–Sanders.
- (6) Azevedo owns the portion identified as Sandalwood.

E. City entered into a nonbinding "Memorandum of Understanding Regarding Measure B Allocations and Related Matters Among Southwest Area Home Builder Group And the City of Dixon" dated July 28, 2004 and attached hereto as **Exhibit J**, authorized by the City Council of City in its Resolution No. 04-162 dated July 27, 2004 (the "MOU"), which described City's interest in granting authorization to build housing on the Subject Property in return for the property owners' and builders' willingness to provide certain benefits to City. The parties to the MOU with City were (1) ASB, (2) Contra Costa Land Investment Company, LLC, a California limited liability company ("CLLI") as predecessor in interest to SLIC, (3) BHI-PHI Partners, a California general partnership ("Rivendale"), (4) Ryder Homes California, Inc., a California corporation ("Ryder"), and (5) Western Pacific Housing, Inc., a Delaware corporation ("Western Pacific").

F. City and Applicant have, in good faith, negotiated the terms of this Agreement hereinafter set forth. Said terms are consistent with the legislative purposes set forth above and will assure City, Applicant 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 General Plan Amendment (as defined below) and including the restrictions included in Measure B, as defined in Section 2.01. City and Applicant anticipate that they may negotiate to enter into separate development agreements covering each of the Six Projects if and when tentative subdivision maps and other approvals are granted for each project.

G. On September 28, 2004, in support of the various entitlements and approvals needed to adopt and implement the Specific Plan and to develop the Specific Plan Area, and in accordance with the California Environmental Quality Act ("CEQA") and State CEQA Guidelines and the City Environmental Guidelines, the City Council of City by Resolution No. 04-195 certified as adequate and complete a Final Environmental Impact Report ("FEIR") for the Specific Plan. Except as potentially required for subsequent entitlements and approvals, no further environmental documentation is anticipated to develop the Six Projects and to build the infrastructure needed to support the Six Projects outside of the Subject Property.

H. Following public hearings and consideration of the FEIR, on September 28, 2004 the City Council of City by Resolution No. 04-196 approved amendments to the Dixon General Plan (the "General Plan Amendment") intended to assure consistency between the Specific Plan and the General Plan. On October 1, 2004, City duly filed a CEQA Notice of Determination regarding the General Plan Amendment, which was properly posted by the County for 30 days beginning on October 4, 2004 and was received by the California Office of Planning and Research for filing on October 4, 2004.

I. Following public hearings and consideration of the FEIR, on October 25, 2005 the City Council of City by Resolution No. 05-217 approved the Specific Plan covering the Specific Plan Area, together with the Southwest Dixon Supplemental Design Guidelines incorporated by reference into the Specific Plan (the "Design Guidelines").

J. Following public hearings and consideration of the FEIR, on October 25, 2005 the City Council of City introduced Ordinance No. 05-011 to approve rezoning of the Subject Property (the "Rezoning") to adjust the shape of the Community Park described in **Exhibit F** as shown on City's zoning map to match the shape shown on the Land Use Plan of the Specific Plan, and to revise zoning district designations and boundaries as shown on City's zoning map to assure consistency with both the General Plan Amendment and the Specific Plan, and on November 8, 2005 the City Council adopted Ordinance No. 05-011 approving the Rezoning.

K. Development of the Subject Property pursuant to the terms and conditions of the various entitlements and approvals described in **Exhibit A** (the "Approved Entitlements"), the provisions of the City of Dixon General Plan and the mitigation measures provided for in the FEIR (as modified by the City Council) will provide for orderly growth and development consistent with the City's General Plan, Measure B and other development policies and programs of City.

L. On September 12, 2005 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 Agreement and made its recommendations to the City Council, which have been considered by the City Council.

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

N. Having duly considered this Agreement and having held the noticed public hearings, City finds and declares that the provisions of this Agreement are consistent with the City's General Plan, the Specific Plan, and the approved mitigation measures set forth in the FEIR (as modified by City) and in the Mitigation Monitoring and Reporting Program adopted as part of City's approval of the Specific Plan.

AGREEMENTS

City and Applicant agree as follows:

ARTICLE 1 PRELIMINARY GENERAL PROVISIONS

Section 1.01 General Statement of Purposes of Agreement.

The general purpose of this Agreement is to carry out the public purposes described in Section 65864 of the Development Agreement Law. It does so by providing both Applicant and City with contractual assurances that development of the Subject Property pursuant to the Specific Plan or as may be subsequently approved for the Subject Property, will be undertaken and completed by Applicant in accordance with the vested entitlements and approvals described in this Agreement and subject to the various terms and conditions described in, or imposed by, City under this Agreement for the benefit of the present and future residents of Dixon.

Section 1.02 Narrative Description of Project.

The Six Projects to be undertaken on the Subject Property are generally described in **Exhibit B** to this Development Agreement.

Section 1.03 Incorporation of Recitals; Cross-References.

Recitals A through N 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. Unless otherwise indicated, all references in this Agreement to a "Recital" or a "Section" or an "Article" shall be deemed to refer to the relevant provisions in this Agreement.

Section 1.04 Consistency With Dixon General Plan.

The City Council expressly found that the Approved Entitlements described in **Exhibit A** were consistent with the Dixon General Plan. The City Council further finds that this Agreement also is consistent with the Dixon General Plan, as amended by the General Plan Amendment. Finally, the City Council finds and determines that this Agreement is consistent with the terms of the Specific Plan.

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 the Measure B ballot measures in enacting the Measure B Ordinance and finds and determines the provisions of this Agreement are consistent with both the Measure B ballot measures and the Measure B Ordinance in all respects. In the event that any inconsistency exists between the provisions of this Agreement which relate to the Measure B ballot measures and the provisions of the Measure B Ordinance, the provisions of this Agreement shall prevail.

Section 1.06 Project is a Private Undertaking.

It is agreed among the parties that the Six Projects are private developments 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 Agreement shall run with the land. Except as may otherwise be provided in this 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 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 Applicant contained in this 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 Agreement with the County Recorder, County of Solano. Applicant shall bear all recording costs, either directly or by reimbursing City promptly after recordation.

Section 1.09 Notices and Initial Addresses.

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

To City: City of Dixon
 City Hall
 600 East A Street
 Dixon, CA 95620-3697
 Attn: City Manager
 Attn: Community Development Director
 Phone: (707) 678-7000
 Fax: (707) 678-1489

To ASB: Andrews Dixon, LLC
 1107 Kentucky Street
 Fairfield, CA 94533
 Phone: (707) 426-0100
 Fax: (707) 426-0318

To SLIC: Solano Land Investment Company, LLC
 1785 Arnold Drive, Suite 100
 Martinez, CA 94553
 Phone: (925) 372-0300
 Fax: (925) 228-1833

To TNK Ryder: TNK Ryder, LP
 1425 Treat Boulevard, 2nd Floor
 Walnut Creek, CA 94597
 Phone: (925) 937-4373
 Fax: (925) 935-9195

To Azevedo: The Azevedo Family Trust
 P. O. Box 760
 Dixon, CA 95620
 Phone: (530) 752-0545
 Fax: (707) 678-5607

with a copy to: BHI-PHI Partners
1160 North Dutton Avenue, Suite 240
Santa Rosa, CA 95401
Phone: (707) 303-3167
Fax: (707) 569-3044

To Clark: William and Elaine Clark
7711 George Lane
Dixon, CA 95620
Phone: (707) 678-6560
Fax: (707) 678-6560

with a copy to: Ryder Homes of California, Inc.
1425 Treat Boulevard, 2nd Floor
Walnut Creek, CA 94597
Phone: (925) 937-4373
Fax: (925) 935-9195

To Sanders: Sanders 1981 Revocable Trust
Bernard and Roxie Sanders
880 Hillview Drive
Dixon, CA 95620
Phone: (707) 678-4395
Fax: (707) 678-1704

with a copy to: Western Pacific Housing, Inc., a D.R. Horton Company
1210 Central Boulevard
Brentwood, CA 94513
Phone: (925) 634-6023
Fax: (925) 634-6166

Section 1.10 Reimbursement for Agreement Expenses of City.

Applicant agrees to reimburse City for reasonable and actual expenses over and above fees paid by Applicant as an applicant for costs incurred by City relating to the preparation and processing of this 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 City. Such reimbursement shall be paid to City prior to execution of this Agreement by City, or at such earlier or later date as may be agreed to in writing by City and Applicant. The allocation of such reimbursement obligation among the members of Applicant shall be as described in **Exhibit H**. Notwithstanding the distribution indicated in **Exhibit H**, each member of Applicant agrees to be jointly and severally liable for the full amount of City's expenses, and acknowledges that City need not pursue each member individually to collect its share. The members of Applicant agree to collect their shares and pay City in one delivery.

Prior to recordation of this Agreement, each member of Applicant shall pay: (a) any and all installments of current and delinquent property taxes (including penalties and interest) which are liens against its portion of the Subject Property and which are then due; (b) any and all installments of current and delinquent public improvement assessments (including penalties and interest) which are liens against its portion of the Subject Property and which are then due; and (c) any and all utility or other fees or charges for its portion of the Subject Property which are

delinquent. Applicant shall provide the City Clerk with evidence of such payments covering all of the Subject Property prior to recordation of this Agreement by the City Clerk.

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

The Parties to this Agreement intend that the provisions of this Agreement shall govern and control as to the procedures and the terms and conditions applicable to 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 City to enter into this Agreement, Applicant, by executing this Agreement, and each Subsequent Landowner, by acquiring title to any portion of the Subject Property, agrees that:

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

(b) Applicant 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 Agreement, and the land use entitlements for the Subject Property obtained while this Agreement is in effect; and

(c) So long as this Agreement is in effect, Applicant 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 Agreement agrees to cooperate with every other Party to this Agreement to accomplish in a reasonable and timely manner all of the obligations of the Parties required under this 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 Agreement.

Section 1.13 Future Individual Development Agreements.

The Parties to this Agreement acknowledge that each member of Applicant may desire at some future time to negotiate with City for a separate development agreement covering one of the Six Projects. Nothing in this Agreement shall be deemed to prohibit such separate development agreements; provided, no such separate agreements shall conflict with this Agreement. Applicant acknowledges that nothing in this Section 1.13 or this Agreement commits City to enter into any other development agreement. In the event that City determines in its reasonable discretion that a separate development agreement is necessary for one or more of the Six Projects, to assure that the developer of that project provides the public improvements and satisfies the obligations described in this Agreement or otherwise needed to support that

particular project, and if other available mechanisms (e.g., subdivision improvement agreements) do not reasonably satisfy City's assurance needs, then each member of Applicant agrees to negotiate and enter into a separate development agreement applicable to its portion of the Subject Property.

Section 1.14 Obligation and Timing to Develop.

Except as specified in this Agreement, no member of Applicant and no owner of the Subject Property is obligated to begin or complete development of any of the Six Projects or any part or phase thereof, or to take any other action described in this Agreement, or to follow any timetable for development.

**ARTICLE 2
DEFINITION OF TERMS**

Section 2.01 Definitions.

As used in this 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 Government Code Section 66000 (in 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 City Council Ordinance Number 05-012 which approved this Master Development Agreement.

(c) "Affordable Housing Authorizations" has the meaning set forth in Section 4.06(a).

(d) "Affordable Housing Units" has the meaning set forth in Section 4.06(a).

(e) "Agricultural Mitigation Fee" has the meaning set forth in Section 7.05(d)(iv).

(f) "Applicant" shall mean, individually and collectively, Andrews Dixon, LLC, a California limited liability company ("ASB"), Solano Land Investment Company, LLC, a California limited liability company ("SLIC"), TNK Ryder, LP, a California limited partnership ("TNK Ryder"), the William F. and Elaine H. Clark Revocable Family Trust ("Clark"), the Bernard H. Sanders and Roxie D. Sanders 1981 Revocable Trust ("Sanders"), and the Azevedo Family Trust ("Azevedo"). The term shall also include any person or entity which has acquired all of the interests of a member of Applicant in a portion of the Subject Property and which, in accordance with the requirements of Article 9, has agreed to assume each and every liability of Applicant to City under this Agreement. Unless specified to the contrary, where this Agreement refers to some obligation, right or action of "Applicant", such reference shall mean all the members of Applicant unless the context indicates otherwise. Where this Agreement refers to "a member of Applicant" or "the responsible member of Applicant" it shall be read to apply to one of the six

named entities constituting Applicant or its successor in interest, as such entity may be associated with the circumstances of the provision in question.

(g) "Approved Entitlements" has the meaning set forth in Recital K.

(h) "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.

(i) "Assumption Agreement" means an agreement substantially conforming to the model assignment and assumption agreement described in **Exhibit C** or other agreement in a form approved by the City Attorney, executed by either a member of Applicant and a Subsequent Landowner or by a Subsequent Landowner and another Subsequent Landowner, in which a Subsequent Landowner acquiring an interest in any portion of the Subject Property, including all or any portion of one of the Six Projects, expressly assumes various obligations relating to the development of the Six Projects, or portion thereof which are imposed upon Applicant under the terms of this Agreement.

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

(k) "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.

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

(m) "City Approvals" has the meaning set forth in Section 6.01.

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

(o) "Collective Standards" means:

(i) The provisions of this Agreement;

(ii) Approved Entitlements applicable to the Subject Property and the Six Projects, as listed in **Exhibit A**;

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

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

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

(p) "Consumer Price Index" means the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, as published by the Bureau of Labor Statistics of the

United States Department of Labor (or comparable index then in use by the Department of Labor if the named statistic no longer is available).

(q) "Coordinator" means the person designated by Applicant for communicating details of Residential Development Allotment usage to City, as further described in Section 5.04(b).

(r) "Days" means calendar days. If the last day to perform an act under this 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.

(s) "Default" means a material failure of performance, or unreasonable delay in performance, by any Party to this Agreement, of any of the terms and conditions of this Agreement which that Party has a duty to perform. When any Party to this Agreement is in Default, to the extent that said Default proximately causes delays in any other Party's performance required by this Agreement, said delay in performance caused by the Default shall not constitute a Default by the Party whose performance was thereby delayed. All the foregoing is further governed by Article 11.

(t) "Design Guidelines" has the meaning set forth in Recital I.

(u) "Director" means the Community Development Director of the City of Dixon, or his or her designee.

(v) "Dixon General Plan" means the General Plan of the City of Dixon, as amended by the General Plan Amendment.

(w) "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.

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

(y) "Effective Date" means the effective date of the Adopting Ordinance for this Agreement.

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

(i) The Dixon General Plan, as amended by the General Plan Amendment; and

(ii) The Dixon Zoning Ordinance, as amended by the Rezoning; and

(iii) The Dixon Subdivision Ordinance; and

(iv) The Measure B Ordinance; and

(v) The Specific Plan, together with the Design Guidelines and the Financing Plan, subject to Section 7.03(b); and

(vi) The plans for infrastructure to serve the Specific Plan Area, consisting of: (A) Preliminary Specific Plan Capital Improvement Program attached to the Financing Plan; (B) Drainage Master Plan Report dated August 2005; (C) Water Master Plan Report dated August 2005; and (D) Sanitary Sewer Master Plan Report dated August 2005, all subject to Section 7.03(b).

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, resolutions and regulations relating to:

- (i) Fees, rates and charges subject to Article 8;
- (ii) Regulatory Processing Fees;
- (iii) Fire and building construction standards; and

(iv) "City Engineering Design Standards and Construction Specifications", as adopted by Resolution No. 00-087 of the City Council on June 13, 2000 and as amended by Resolution No. 04-248 of the City Council on November 23, 2004; and

(v) Regulations or ordinances relating to the temporary use of land, the control of traffic, the regulation of sewers, water, and similar subjects (to the extent not covered by the matters listed as included as Existing Land Use Regulations), and the abatement of public nuisances.

(aa) "Final Environmental Impact Report" or "FEIR" means the Southwest Dixon Specific Plan Final Environmental Impact Report certified by Resolution No. 04-195 of the City Council adopted on September 28, 2004, and the accompanying Mitigation Monitoring and Reporting Program.

(bb) "Financing Plan" has the meaning set forth in **Exhibit F**.

(cc) "Foreclosure Purchaser" has the meaning set forth in Section 9.07(a).

(dd) "General Plan Amendment" has the meaning set forth in Recital H.

(ee) "Grade Separation Fee" has the meaning set forth in Section 7.05(c).

(ff) "Improvements" has the meaning set forth in Section 6.01.

(gg) "Major Public Improvements" has the meaning set forth in Section 4.05.

(hh) "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 Ordinance; and ii) the provisions of Article 5.

(ii) "Measure B Ordinance" means the Measure B Residential Growth Implementation Ordinance of the City of Dixon, currently found in Chapter 1 of Article II of the Dixon City Code, as amended.

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

(kk) "Mitigation Monitoring and Reporting Program" means the document listing environmental mitigation measures from the Final Environmental Impact Report and describing details for implementation of the measures, as adopted by the City Council on September 28, 2004 as part of its Resolution No. 04-195 certifying the Final Environmental Impact Report, attached hereto as **Exhibit E**, subject to changes to the mitigation measures as shown in the versions of those measures contained in the City Council's Resolution No. 04-195 as described in **Exhibit E-1**, and subject to revisions in the details for implementation as reflected in various provisions of the Specific Plan approved by the City Council.

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

(mm) "Mortgage Lender" shall mean any person or entity that is the holder of the beneficial interest under a Mortgage.

(nn) "MOU" has the meaning set forth in Recital E.

(oo) "Other Vesting Statute" has the meaning set forth in Section 1.11.

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

(i) City; and

(ii) Each member of Applicant; 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.

(qq) "Phase" shall refer to the sequence for construction of the Major Public Improvements as described in **Exhibit F** and **Exhibit F-1**.

(rr) "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, and 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.

(ss) "Reserved Powers" shall mean those powers explicitly reserved to the City by this Agreement, including but not limited to Article 7.

(tt) "Residential Development Allotment" or "RDA" shall mean the City approval that must be obtained by an Applicant before a building permit can be issued for a dwelling unit pursuant to the provisions of Measure B. A Residential Development Allotment shall be subject to such terms and conditions as are provided for in this Agreement.

(uu) "Rezoning" has the meaning set forth in Recital J.

(vv) "Second Units" has the meaning set forth in Section 4.06(c).

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

(xx) "Specific Plan" means the Southwest Dixon Specific Plan approved by the City Council by Resolution No. 05-217 adopted on October 25, 2005.

(yy) "Specific Plan Area" has the meaning set forth in Recital C.

(zz) "Subsequent Landowner" is a party who has acquired any portion of the Subject Property from an Applicant or from another Subsequent Landowner other than (i) a Mortgage Lender or (ii) the owner of any single-family residential lot or parcel who has been released from liability under this Agreement pursuant to the provisions of Section 9.05.

(aaa) "Subject Property" shall mean the real property in those six (6) portions of the Specific Plan Area as described in **Exhibit D** attached hereto.

(bbb) "Utility Rates or Fees" means rates or charges for water, sewer, storm drainage, solid waste removal, electrical service, and other utilities and services that 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 Agreement and other definitions provided for terms in other Articles of this Agreement shall be used whenever provided and shall be of general application in this Agreement.

**ARTICLE 3
TERM OF THIS AGREEMENT AND EXTENSIONS**

Section 3.01 Initial Term of Agreement.

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

Section 3.02 Applicant's Right to Extension.

If, by the expiration of the Initial Term of this Agreement, City has extended the time by when a member of Applicant may obtain building permits for one of the Six Projects, as provided in Section 5.03 of this Agreement and Section 1.12 of the Measure B Ordinance, the

term of this Agreement shall be automatically 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 Agreement may be extended at any time before its termination date by the mutual agreement of all the Parties to this Agreement, unless City in its discretion in accordance with the City Development Agreement Procedures and the Development Agreement Law determines that one or more members of Applicant need not participate in the extension. Any extension shall only benefit the parties to the extension and the portions of the Subject Property under the control of the members of Applicant participating in the extension. Nothing in this Agreement binds City to agree to any extension.

**ARTICLE 4
APPLICANT'S VESTED RIGHTS FOR PROJECT ENTITLEMENTS CONTAINED
WITHIN THE COLLECTIVE STANDARDS**

Section 4.01 Applicant's Vested Rights and Obligations as to the Six Projects.

During the term of this Agreement the development rights, obligations, terms and conditions specified in the Collective Standards are fully vested in Applicant and may not be changed by City except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, or as expressly consented thereto by all the members of Applicant. In the event one or more members of Applicant do not give their consent, such change still shall take effect as to the portions of the Subject Property controlled by the consenting members and as to their rights and obligations under this Agreement, unless said change would adversely affect the rights and obligations of one or more of the non-consenting members.

Section 4.02 Applicant's Vested Rights as to Permitted Uses and Development Standards.

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 Six Projects 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 Six Projects, except as otherwise set forth in this Agreement and except as may be governed by an individual development agreement that may be approved as described in Section 1.13.

Section 4.03 Applicant's Vested Rights as to Conflicting Future Enactments.

Except as provided for as a Reserved Power or as otherwise provided for in this Agreement, no ordinance, resolution, initiative, referendum or other measure adopted or enacted after the Effective Date, whether by action of City or otherwise, and directly or indirectly related to development or construction within the City shall apply to development or construction of the Six Projects on all or any part of the Subject Property, or apply to construction of improvements within the Specific Plan Area, if said ordinance, resolution, initiative or other

measure is in conflict with this Agreement, or any amendment thereto, or reduces the development rights provided by this Agreement, or affects the timing of development. Without limiting the foregoing general statement, an ordinance, resolution, initiative, referendum or other measure shall be deemed to conflict with this Agreement if the ordinance, resolution, initiative, referendum or measure seeks to accomplish any one or more of the following results, either with specific reference to the Subject Property or the Specific Plan Area or as part of a general enactment that applies to the Subject Property or the Specific Plan Area:

(i) Limiting or reducing the density or intensity of development of the Six Projects on the Subject Property such as by increased lot sizes, increased lot setbacks, reduced structural heights or reduced structural sizes, subject to City's Reserved Powers under this Agreement to modify the density of development in portions of projects through design review or tentative map approval, so long as none of the Six Projects are prevented from building the total number of dwelling units authorized under this Agreement;

(ii) Delaying or accelerating the timing of development of the Six Projects on the Subject Property in any manner;

(iii) Imposing new or different minimum standards for the types of housing developed or its price, such as high density, senior, rental or affordable housing; or

(iv) Altering the design, location, timing, financing or other details of the Major Public Improvements, subject to Section 7.03(b).

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

The rights vested in each member of Applicant and the Subject Property under this Article 4 are subject to and subordinate to the obligation to fully perform in a timely manner all of the conditions of approval and environmental mitigation measures imposed upon that member or its portion of the Subject Property in or under the Collective Standards unless deferred, modified or waived in the discretion of City, including without limitation those contained in the Mitigation Monitoring and Reporting Program attached hereto as **Exhibit E**.

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

(a) The rights vested in each member of Applicant and the Subject Property under this Agreement are subject to and contingent upon the obligations of Applicant to fully construct all of the public roads, structures, facilities or improvements as and when needed to support the Six Projects as required by the Collective Standards, unless deferred, modified or waived in the discretion of the City Engineer or by the terms of this Agreement.

(b) **Exhibit F** is a summary of the major on- and off-site infrastructure needed for the Specific Plan Area (the "Major Public Improvements") indicating the Phase during which each component of the Major Public Improvements will be completed. **Exhibit F-1** contains maps depicting these Phases.

(c) Subject to subsection (d) below, no building permit shall be issued for construction in any portion of the Six Projects unless and until all Major Public Improvements to be completed by Applicant as described in **Exhibit F** for the Phase serving that portion of the Six Projects and all previous Phases either have been completed, or are substantially complete in the discretion of City (which Applicant acknowledges may include actually being complete

depending on the particular improvement) and the completion thereof has been secured by bond naming City as the sole obligee or other form of security reasonably acceptable to City.

(d) City agrees that even if elements of the Major Public Improvements within a Phase have not yet been completed or are not yet substantially complete under the terms of subsection (c) above on certain portions of the Subject Property, building permits may be issued and houses may be occupied in other portions of the Subject Property served by the same Phase, subject to each of the following conditions.

(i) The building permits are for houses in a portion of one of the Six Projects covered by an approved final subdivision map either (A) creating at least fifty (50) home parcels, or (B) creating all the remainder of home parcels in one of the Six Projects not already created by a prior final map;

(ii) The Major Public Improvements in the Phase that are not yet complete (A) are bonded or otherwise secured as specified in subsection (f) below, (B) are under construction at the time of issuance of the building permits, and (C) are scheduled to be complete before anticipated completion of the houses for which permits are requested;

(iii) All the Major Public Improvements within the area of the final subdivision map either have been completed, or are substantially complete in the discretion of City (which Applicant acknowledges may include actually being complete depending on the particular improvement) and the completion thereof has been secured by bond or other form of security as specified in subsection (f) below; and

(iv) All conditions of approval for the tentative subdivision map covering the area that should be satisfied prior to issuance of building permits have been satisfied or deferred in the discretion of the City, and the issuance of building permits will not interfere with compliance with any condition of approval.

(e) The timing for construction of infrastructure within each of the Six Projects is not governed by this Section or dictated by this Agreement, to the extent such infrastructure is not identified as a Major Public Improvement and is not required to support development of any other part of the Specific Plan Area; provided, Applicant acknowledges that all such internal infrastructure shall be built as and when needed to support development of each of the Six Projects, as determined by City.

(f) Construction of the Major Public Improvements shall be funded and implemented as described in more detail in the Financing Plan. For each Phase, Applicant shall employ one general contractor to build all the Major Public Improvements and Applicant shall provide bonds or other security reasonably satisfactory to City covering the costs to complete all the Major Public Improvements. The security shall be for one hundred percent (100%) of the cost of the Major Public Improvements as estimated by the City Engineer, and shall name City as the sole obligee. City acknowledges that this arrangement, by providing funding for all work and designating one contractor as the responsible party, gives City satisfactory assurance that all the Major Public Improvements for each Phase will be completed so as to allow the individual members of Applicant to develop the Six Projects separately and to transfer less than all of any of the Six Projects to a Subsequent Landowner (so as to result in more individual developers).

Section 4.06 Affordable Housing.

(a) Provided City approves the subdivision maps and other permits and

approvals that may be required, ASB agrees to build sixty-nine (69) high density senior housing units and sixty-two (62) high density housing units on the Evans Ranch property that will be available as "moderate-income dwelling units" as that term is defined in Section 1.02 of the Measure B Ordinance (together, the "Affordable Housing Units"). All the Affordable Housing Units shall be rentals and not for sale. Prior to issuance of a building permit for the Affordable Housing Units, ASB and City shall enter into a housing agreement to cover details for the Affordable Housing Units. ASB shall submit its applications for the discretionary approvals needed to build all of the Affordable Housing Units (as described in Section 4.06(b)) prior to issuance of a building permit for the 207th market-rate single family unit.

(i) Pursuant to Section 1.03(i) of the Measure B Ordinance, the senior Affordable Housing Units do not require Residential Development Allotments and will not be counted against the allocation described in Article 5. City hereby elects to exercise its legislative authority under Measure B to allocate sixty-nine (69) senior Affordable Housing Unit exemptions for use by Applicant in the Six Projects for the moderate income senior Affordable Housing Units (the senior "Affordable Housing Authorizations").

(ii) City hereby elects to exercise its legislative authority under Measure B to allocate sixty-two (62) Section 1.20 Residential Development Allotments for use by Applicant in the Six Projects for the moderate income Affordable Housing Units (the non-senior-restricted "Affordable Housing Authorizations").

(b) ASB shall obtain building permit(s) and commence construction for at least 62 of the moderate income Affordable Housing Units (which may include senior and/or non-senior-restricted units) prior to issuance of a building permit for the 300th market-rate single family unit in the Six Projects, and shall complete all those Affordable Housing Units prior to issuance of a building permit for the 500th market-rate single family unit. ASB shall obtain building permit(s) and commence construction on the remaining moderate income Affordable Housing Units prior to issuance of a building permit for the 700th market-rate single family unit in the Six Projects, and shall complete all those Affordable Housing Units prior to issuance of a building permit for the 900th market-rate single family unit. ASB shall be deemed to have "commenced construction" when it has begun actual construction of the foundation(s) for the units, and shall be deemed to have "completed" a unit when it has obtained a Certificate of Occupancy for that unit. ASB shall diligently prosecute construction of the Affordable Housing Units to completion in a timely manner.

(c) Applicant anticipates building "Second Units" as described in California Government Code section 65852.2, as part of construction of detached single-family homes distributed within the Six Projects (except for Evans Ranch). City acknowledges that such Second Units by nature of their size and other characteristics will serve as additional affordable housing units. The Second Units will qualify as "Approved Secondary Living Units" under the Measure B Ordinance and will be exempt from Measure B and will not be counted against the allocation described in Article 5.

(d) City agrees that ASB's commitment under this Section 4.06 along with Applicant's intention to provide Second Units fully satisfies any obligation or requirement of Applicant to provide affordable housing units in the Six Projects. City shall look solely to the Evans Ranch property for the provision of affordable housing units other than the Second Units, and no other affordable housing units shall be required in any of the Six Projects. Any failure or delay by ASB in providing affordable housing units on the Evans Ranch property will not give City cause to prevent or delay development of any of the other Six Projects, except as specified

in subsections (a) and (b), or to fail to perform City's obligations under this Agreement. City acknowledges that the potential restrictions in this Section on building permits and Certificates of Occupancy for failure of ASB to satisfy its obligations constitutes sufficient incentive for the members of Applicant to ensure compliance.

(e) City and the members of Applicant agree that the Affordable Housing Units shall not be subject to the grant payment described in Section 7.05(b) or the grade separation fee described in Section 7.05(c), and acknowledge that the per unit fee amounts specified in those two sections have been calculated to pay City certain expected total amounts without participation by the Affordable Housing Units. City and the members of Applicant agree that unless determined by City to be unlawful or infeasible, the Affordable Housing Units shall not be subject to any costs related to construction of the Major Public Improvements, and that all such costs that otherwise would be allocated to the Affordable Housing Units shall be borne by the members of Applicant other than ASB in proportion to their other development on the Subject Property and/or by City as though the Affordable Housing Units were not being built. To the extent applicable, reimbursements related to the Major Public Improvements as provided for in this Agreement shall be determined and allocated among the members of Applicant without considering the Affordable Housing Units. Nothing in this subsection (e) shall be interpreted as a waiver by City of fees, or an agreement by City to assume costs associated with construction of the Major Public Improvements that otherwise would be imposed on the Affordable Housing Units and are being assumed by the members of Applicant other than ASB.

(f) Applicant agrees to take all reasonable measures including those that may be requested by City to notify prospective and actual buyers and residents of market rate housing built in the Six Projects that the Affordable Housing Units are planned and will be developed in the Six Projects, with the goal of avoiding opposition to such development by area residents. Such measures may include, but are not limited to, provisions in grant deeds, handouts at model homes, and handouts as part of closing packages. Applicant agrees to post signs to notify nearby residents of the intended location of Affordable Housing Units.

Section 4.07 Market-Rate High Density Units.

(a) Development of the Subject Property shall include a total of at least one hundred (100) high density housing units other than the moderate income Affordable Housing Units (the "Market Rate High Density Units") which all will be constructed on the Evans Ranch property. City agrees that ASB's commitments under Section 4.06 and this Section 4.07 fully satisfy any obligation or requirement of Applicant to provide high density housing units in the Six Projects (whether affordable or market rate). City shall look solely to the Evans Ranch property for the provision of high density housing units, and no other high density housing units shall be required in any of the Six Projects. Any failure or delay by ASB in providing Market Rate High Density Units on the Evans Ranch property will not give City cause to prevent or delay development of any of the other Six Projects. City acknowledges that other variations in housing design as described in Section 4.09 satisfy City's desire for housing variety in the Specific Plan Area.

(b) Applicant agrees to take all reasonable measures including those that may be requested by City to notify prospective and actual buyers and residents of market rate single-family housing built in the Six Projects, that Market Rate High Density Units are planned and will be developed in the Six Projects, with the goal of avoiding opposition to such development by area residents. Such measures may include, but are not limited to, provisions in grant deeds, handouts at model homes, and handouts as part of closing packages. Applicant

agrees to post signs to notify nearby residents of the intended location of Market Rate High Density Units. ASB shall submit its applications for the discretionary approvals needed to build all of the Market Rate High Density Units prior to issuance of a building permit for the 207th market-rate single family unit and obtain building permits for all of the Market Rate High Density Units prior to issuance of a building permit for the 300th market-rate single family unit.

(c) The General Plan calls for twenty percent (20%) of new housing development to be high density. This Agreement authorizes 1,139 new dwelling units on the Subject Property (908 single family homes, 100 Market Rate High Density Units, and 131 high density Affordable Housing Units), which would require ~~228~~ high density units. City acknowledges that the 231 Market Rate High Density Units and Affordable Housing Units satisfy the General Plan. 231 OK

Section 4.08 Commercial Development.

Evans Ranch includes 33.2 acres of land designated by the Specific Plan for the construction of commercial facilities. The commercial portion of Evans Ranch shall be developed in accordance with the Collective Standards, including without limitation the applicable provisions of this Agreement and the Specific Plan.

Section 4.09 Community Design.

(a) Continuing City Control of Subdivision Approvals.

Applicant contemplates seeking approval of separate subdivision maps for the Six Projects. Each subdivision map shall be subject to the approval of City. This Agreement does not eliminate the discretionary authority of City, through its Planning Commission and City Council, to approve and condition the subdivision maps.

City, through its Planning Commission and City Council, has articulated special concerns regarding variety in housing type and design and connectivity between neighborhoods within the Specific Plan Area. Applicant recognizes that in order to gain approval of each subdivision map, Applicant will be expected to demonstrate that the subdivision will achieve the goals of diversity in housing type and design and connectivity between neighborhoods.

The Specific Plan includes examples of typical street scenes and typical types of housing. Applicant will design subdivisions that are consistent with the Specific Plan and which meet the articulated goals of City with respect to housing type and design and connectivity.

(b) Variety of Housing Type and Design.

Applicant recognizes City's interest in creating neighborhoods that include diverse styles and types of housing. Applicant will, in a manner that is consistent with the zoning for the Subject Property and consistent with the Design Guidelines, develop individual subdivision maps that include diverse housing types and designs such as suggested in the Design Guidelines.

Applicant understands that City will consider the diversity of style, type and size of housing in the approval process for individual subdivisions. Applicant shall provide reasonable detail regarding the type and style of housing in each application for a subdivision map to demonstrate compliance with City's housing type and design objectives. Each subdivision shall be consistent

with the approved Specific Plan.

(c) **Circulation.**

Applicant recognizes City's concern that individual neighborhoods within the Specific Plan Area be accessible and interconnected. Applicant will, in a manner that is consistent with the Specific Plan, provide for reasonable connectivity within each subdivision and between subdivisions.

(d) **Energy Conservation.**

Applicant recognizes City's concern with encouraging energy conservation. Applicant will locate, orient, design and construct each building in the Six Projects with the electrical and structural capability to accommodate installation of photovoltaic roof energy systems. Applicant will offer solar hot water systems and passive attic cooling systems as options.

(e) **Visitability.**

Applicant recognizes City's concern with providing handicapped accessibility. Applicant will offer and promote options in housing design that improve visitability of private homes by persons with mobility constraints.

**ARTICLE 5
APPLICANT'S VESTED RIGHTS TO RESIDENTIAL DEVELOPMENT ALLOTMENTS UNDER
MEASURE B**

Section 5.01 Applicability of Measure B to Specific Plan Area.

The City Council hereby determines that the provisions of Measure B are applicable to the Specific Plan Area and the Six Projects. In addition to the one hundred thirty one (131) Affordable Housing Authorizations described in Section 4.06, the City Council hereby elects to exercise its legislative authority under Measure B to make available one thousand eight (1,008) Residential Development Allotments for use by Applicant for the construction of housing in the Six Projects as described in this Article 5. Nothing in this Article 5 shall limit the ability of the City to make more Measure B RDA's or Affordable Housing Authorizations available for additional residential development within the Subject Property or the Specific Plan Area, or to authorize residential development in the Specific Plan Area that does not require Measure B RDA's.

Section 5.02 Allocation of Residential Development Allotments to Six Projects.

(a) In addition to the one hundred thirty one (131) Affordable Housing Authorizations described in Section 4.06, the City Council allocates one thousand eight (1,008) Residential Development Allotments to the Six Projects for use by the members of Applicant, by year as shown in **Exhibit G** and subject to adjustment as described in **Exhibit G**. Of the RDA's allocated pursuant to this Article, one hundred (100) shall be designated for High Density Market Rate Units on the Evans Ranch property pursuant to Section 4.07 and the remainder shall be available for development of single-family homes; provided, a member of Applicant may elect in its discretion to use its allocation for high density or other form of housing construction.

(b) Except as otherwise provided in this Agreement, including without limitation Section 1.05, the provisions of the Measure B Ordinance shall apply to the above-mentioned Residential Development Allotments; provided, this Agreement shall govern in the event of any conflict.

Section 5.03 Deadline for Applying for and Obtaining Building Permits.

(a) Notwithstanding anything to the contrary in any applicable City regulation, including without limitation the Measure B Ordinance, any Residential Development Allotment or Affordable Housing Authorization allocated to Applicant in any particular year as described in **Exhibit G** that is not used in the designated year shall remain in the pool available to Applicant and may be used in one or more subsequent years, up to and including 2013. All such deferrals of unused RDA's and Affordable Housing Authorizations to later years shall be automatic, without requiring any notice by Applicant other than as described in Section 5.04.

(b) A Residential Development Allotment or Affordable Housing Authorization will be deemed used for purposes of this Section 5.03 if, no later than December 31, 2013, the City issues a building permit for the RDA. Thereafter, the RDA shall continue in force so long as the building permit remains in force, as it may be extended pursuant to this Agreement, the Measure B Ordinance, and customary City procedures for such extension. If such building permit expires or is revoked, the RDA will return to the pool available to Applicant through 2013 as described in **Exhibit G**.

(c) The deadlines in this Section 5.03 shall be subject to extension pursuant to Section 11.04. In addition, the deadlines in this Section 5.03 shall be extended automatically, without any action by Applicant, for the term of any moratorium or other restriction, whether direct or indirect, and whether instituted by City or another party, that delays Applicant's ability to develop or use the Subject Property or construct the Major Public Improvements or interferes with City's ability to issue building permits or other approvals required for such development, construction or use.

Section 5.04 Use of Residential Development Allotments for Six Projects.

(a) Residential Development Allotments allocated pursuant to Section 5.02 and Affordable Housing Authorizations allocated pursuant to Section 4.06 are not transferable, except (a) in connection with the sale of a parcel or parcels to a Subsequent Landowner who assumes all of the obligations of Applicant under this Agreement as provided in Article 9, or (b) among two or more of the Six Projects by agreement of the responsible members of Applicant and in conformance with future development approvals by City covering the involved projects. Any attempt by Applicant to sell, assign, pledge, transfer or otherwise divest itself of an RDA or Affordable Housing Authorization except as provided for in this Section 5.04 or in **Exhibit G** shall be void and shall have no force and effect. Any RDA or Affordable Housing Authorization relinquished by a member of Applicant shall be returned to the pool described in **Exhibit G** and made available to other members of Applicant or to Subsequent Landowners for use on the Subject Property. RDA's and Affordable Housing Authorizations are not transferable to Mortgage Lenders except as specifically provided in Section 9.08.

(b) In order to ease City's burden administering use of Residential Development Allotments by the multiple members of Applicant, all the members of Applicant shall agree upon and designate a single "Coordinator" who shall have the responsibility and authority to notify City of any changes to the distribution of RDA's within the Six Projects.

(i) The Coordinator may be an employee of one member of Applicant or a third party retained by Applicant. Applicant may designate a new Coordinator from time to time by written notice to City upon the agreement of all the members of Applicant.

(ii) If City receives any communication from a member of Applicant that conflicts with information received from the Coordinator, City shall notify both the member and the Coordinator and City thereafter shall not be obligated to take any action on the matter until City receives confirmation or clarification from the Coordinator.

(c) Table G-2 in Exhibit G allocates Residential Development Allotments among the Six Projects by year. As described in Section 5.03, each member of Applicant may automatically defer its use of RDA's allocated to that member's project to a later year without any notice to City other than as described in Section 5.04(d), but cannot accelerate such use in an earlier year. Members of Applicant may transfer RDA's among the Six Projects as described in Section 5.04(a), subject to the restriction in Table G-2 as to the earliest that the transferred RDA's may be used, and subject to notice to the City from the Coordinator identifying the parties involved and the specific RDA's in Table G-2 being transferred. If any member of Applicant transfers a portion of one of the Six Projects, but not its entire project, to a Subsequent Landowner, the notice to City required under Section 9.01(a) shall indicate which portion of the project and which specific RDA's in Table G-2 are being transferred to the Subsequent Landowner.

(d) Prior to issuance of the first building permit for each of the Six Projects, the member of Applicant responsible for that project shall submit to City a copy of the recorded final subdivision map marked to show how the member intends to use the RDA's allocated to that project on a year-by-year basis. Prior to January 1 of each succeeding year, the Coordinator shall assemble and deliver to City maps of each of the Six Projects, updated as necessary to show any changes in the intended use of RDA's. The Coordinator shall also notify City of any RDA's that have been deferred by each member of Applicant in the just-completed year as described in Section 5.04(c). City agrees that these maps are for informational purposes only and shall not be binding on Applicant or restrict Applicant's ability to alter the sequence and timing of construction in the Six Projects, so long as Applicant complies with the timing restrictions in Table G-2 and Applicant satisfies its obligations under this Agreement necessary to allow new construction where and when intended. City shall have no obligation to issue RDA's or building permits to a member of Applicant for a given calendar year unless and until the Coordinator delivers the maps specified in this Section to City for that member's project.

ARTICLE 6 APPLICANT'S VESTED RIGHTS CONCERNING ENTITLEMENT AND PERMIT PROCESSING

Section 6.01 City Approvals of Project Permits and Approvals.

(a) Subject to Applicant's compliance with this 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, 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"). City will comply with the processing time limits specified by California Government Code section 65920 et seq. (the "Permit Streamlining Act"), CEQA, and Government Code section 66410 et seq. (the "Subdivision Map Act").

(b) City Approvals shall also include any applications, permits and approvals required to complete the infrastructure and improvements necessary to develop the Six Projects on the Subject Property, built both on and off 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 production 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.

(c) Any tentative subdivision map for development of the Subject Property shall be subject to the provisions of Section 66473.7 of the California Government Code relating to the availability of water supply for large subdivisions, to the extent Section 66473.7 is applicable to that tentative map.

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

City's obligations set forth above in Section 6.01 shall not limit City's right to withhold such City Approvals for failure to conform to the Collective Standards or other requirements imposed pursuant to 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 City on a timely basis; provided that applications for such approvals are submitted to City during the term of this Agreement; and provided further that Applicant is not in default under the terms and conditions of this 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 Applicant.

Section 6.04 Term of Tentative Subdivision Maps and Other Approvals.

City and Applicant agree that the term of any tentative subdivision map or other City permit or approval approved for any of the Six Projects shall be extended to coincide with the term then remaining on this Agreement, but in no event shall such term be less than the term for such approval that otherwise would govern under applicable law.

ARTICLE 7
CITY'S RESERVED POWERS AND OBLIGATIONS RELATING TO
PRESENT AND FUTURE PROJECT ENTITLEMENTS AND APPROVALS; APPLICANT'S
OBLIGATIONS RELATED TO CERTAIN PUBLIC IMPROVEMENTS

Section 7.01 Reserved Powers Relating to Project Entitlements and Approvals.

Notwithstanding any other provision of this Agreement, and without limitation as to any other exceptions contained in this Agreement, 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 and consistent with the limitations and other provisions of the Existing Land Use Regulations; and

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

(c) Apply or adopt and apply design and construction requirements for specific public improvements to serve the Six Projects on the Subject Property, so long as such requirements are consistent with the Existing Land Use Regulations and the provisions of this 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 Agreement or which are not expressly prohibited by the terms of this Agreement; and

(g) Adopt or undertake enforcement of land use regulations, ordinances, policies, programs, or resolutions in order to comply with state or federal laws or regulations, provided that in the event that such state or federal laws or regulations prevent or preclude compliance with one or more provisions of this 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 Six Projects on the Subject Property established by this 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 Applicant either through amendment of this Agreement or by separate document.

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

Section 7.02 City's Reserved Powers Relating to Changes to Existing Land Use Regulations.

(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 any portion of the Subject Property unless those amended provisions expressly state that they are intended to apply to the Subject Property, or unless a member of Applicant so requests and City in its discretion agrees.

(b) Notwithstanding the foregoing, neither Applicant 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, or unless Applicant so requests and City in its discretion agrees.

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

(a) Applicant acknowledges that the Existing Land Use Regulations contemplate further reviews of elements of the Six Projects by City. These reviews include, but are not limited to, finalization of the financial actions necessary, if any, to implement the various plans for infrastructure serving the Specific Plan Area, the monitoring and implementation of environmental mitigation measures adopted for the Specific Plan, design review of structures and signs, and CEQA review of individual phases of the Six Projects as they build out. Nothing in this 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 Agreement.

(b) As part of approving the Specific Plan, City accepted the Preliminary Specific Plan Capital Improvement Plan attached to the Financing Plan, which is based on the Drainage Master Plan Report, Water Master Plan Report, Sanitary Sewer Master Plan Report, and Solano Irrigation District's Irrigation Master Plan Report, all dated August 2005. While the Financing Plan and Capital Improvement Plan are expected to ensure adequate infrastructure planning and financing, and the Master Plans have been demonstrated to provide adequate levels of service, Applicant and City acknowledge that revisions to them over time may be mutually desirable. Such revisions may be accomplished at the staff level without amendment of this Agreement, as "minor deviations" pursuant to Section 10.02.

Section 7.04 City's Reserved Powers to Enforce Collective Standards

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 Six Projects on the Subject Property under the Collective Standards and may do so in any manner provided for by law or by ordinance notwithstanding the provisions of this Agreement. The election of 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 City. City expressly reserves the right to invoke

the default provisions of this Agreement as an additional remedy to enforce its rights in connection with such matters.

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

(a) Major Public Improvements. Applicant shall be responsible for construction of the Major Public Improvements as discussed in Section 4.05, described in **Exhibit F** and shown on **Exhibit F-1**.

(b) Flexible Grant. At the time of issuance of each building permit for one of the nine hundred eight (908) single-family market rate houses in the Six Projects, the responsible member of Applicant shall make a cash grant to City of \$2,754.00 for that house (but not for Affordable Housing Units or Market Rate High Density Units). Beginning one (1) year after the Effective Date, the grant shall be adjusted on the next January 1 and annually thereafter to reflect changes in the Consumer Price Index. Applicant agrees that City may use the grant as it sees fit in its sole discretion. If a proposed final map is not approved by City for any reason, or is not accepted for recording by the County Recorder's Office for any reason, so that map is not recorded, any payment made for that map under this Section 7.05(b) shall be refunded to the paying member of Applicant within ten (10) days of City receiving a written request for such refund.

(c) Railroad Grade Separation. At the time of issuance of each building permit for the Six Projects, the responsible member of Applicant shall pay the following amounts as its fair share of all the costs related to the grade separation connecting Pitt School Road to State Route 113 (the "Grade Separation Fees"). This payment shall be in addition to any other lawfully established extraction or fee for purposes of traffic mitigation and improvement, other than those established to pay for the grade separation itself.

- (i) \$2,300 for each market rate single family unit.
- (ii) \$1,046 for each Market Rate High Density Unit.
- (iii) \$0.22 per net square foot of building space intended for commercial or professional use.

Grade Separation Fees shall not be due on Affordable Housing Units. The Grade Separation Fees listed above are estimates based on the best information available to the parties at the time of execution of this Agreement. This information estimates that the total cost of the grade separation project will be approximately \$8,100,000. City expects to continue to refine the cost of the grade separation project, and the Grade Separation Fees 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 Grade Separation Fees, but these changes will not apply retroactively to Grade Separation Fees already paid in connection with previously issued building permits for the Six Projects).

The Grade Separation Fees listed above shall be increased prospectively by three percent (3%) per year effective each July 1 and beginning on July 1, 2006, to cover anticipated cost increases and ensure sufficient funding for the grade separation project; provided, the Grade Separation Fees shall be subject to adjustment up or down to reflect the actual percentage change in the cost estimate as it is refined from time to time.

By way of example only, if the \$8,100,000 estimate increases by 5% in September 2006 and then by another 10% in September 2008, the single family low density Grade Separation Fee would change over time as follows:

7/1/06:	\$2,509 + 3%	=	\$2,584
7/1/07:	+ 3%	=	\$2,662
9/1/07:	\$2,509 + 5%	=	\$2,634 (adjustment based on actual estimate)
7/1/08:	+ 3%	=	\$2,713
7/1/09:	+ 3%	=	\$2,794
9/1/09:	\$2,634 + 10%	=	\$2,897 (readjustment based on actual estimate)

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

(i) Applicant shall either (A) acquire fee title to or a conservation easement on land for agricultural mitigation on a 1-for-1 ratio to replace each acre developed that is identified as "Prime Farmland", or (B) pay the Agricultural Mitigation Fee as specified in Section 7.05(d)(iv). Land acquired as mitigation for the loss of Swainson's Hawk habitat shall be counted toward Applicant's agricultural land mitigation obligation on a 1-for-1 basis: i.e., each acre of land acquired by Applicant as Swainson's Hawk habitat mitigation shall reduce this obligation by one acre, provided all other terms of this Section 7.05(d) are met.

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

(iii) Applicant may resell the land to an agricultural operator or another party so long as Applicant obtains a conservation easement acceptable to City over the land. Applicant shall grant a permanent conservation easement over all land acquired in fee, or shall transfer the conservation easement obtained by Applicant, either to City or to an agency or organization acceptable to City. The easement shall be subject to review and approval by the City Attorney.

(iv) If Applicant elects to pay a fee under this Section 7.05(d), Applicant shall pay \$4,400.00 per acre of Prime Farmland that is being developed (the "Agricultural Mitigation Fee"). Beginning one (1) year after the Effective Date, the amount of the Agricultural Mitigation Fee shall be adjusted on the next January 1 and annually thereafter to reflect changes in the Consumer Price Index.

(v) Acquisition of the land and/or recordation of the conservation easement needed to mitigate the acreage within each final subdivision map, or the acreage within each improvement plan in the case of a non-residential project, shall be completed as to such final map or improvement plan prior to the issuance of the first grading permit within that final map or that improvement plan. The Agricultural Mitigation Fee, if so elected by Applicant, shall be paid as to each final subdivision map, or improvement plan in the case of a non-residential project, prior to City's approval of that final map or improvement plan.

(e) 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 where necessary. Unless and until that conversion is complete, Applicant will pay the per unit/acre fee identified.

(f) As used in this Section 7.05 or **Exhibit F**, 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.

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

Section 7.06 Reimbursement and Fee Credits.

(a) Subject to the provisions of this Section 7.06, Applicant shall be entitled to reimbursement or fee credits from City for a portion of Applicant's cost to build certain public improvements, and Applicant shall qualify for reimbursement from third party property owners or developers benefiting from certain public improvements, all as described in **Exhibit I**. Applicant acknowledges that the Financing Plan and the current plans and cost estimates for the Major Public Improvements are tentative and may change as design and other details are finalized by Applicant and the City, and Applicant understands that the amounts of reimbursements or fee credits may vary accordingly.

(b) 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, Applicant shall be entitled to receive a reimbursement from the benefited property's owner for the pro rata cost of the improvements which exceeds Applicant's obligation thereof, plus interest at the Bank of America Prime Interest Rate plus one percent (1%) but in no event more than the maximum permitted by law. 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.

(c) City and Applicant shall enter into a reimbursement agreement at the time Applicant completes each qualifying improvement, confirming the properties benefiting from Applicant's work, the total reimbursement Applicant is eligible to receive, and the formula or other method for determining the payment obligation attributable to each benefited property. 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 reimbursement for public improvements shall survive any termination of this Agreement, but shall expire twenty (20) years following either completion of each public improvement qualifying for reimbursement, or expiration or termination of this

Agreement, whichever is earlier. Applicant acknowledges that reimbursement payments are connected to development of benefited property, and that if the identified benefited property is not developed then City has no obligation to arrange for reimbursement.

(d) Any City obligation to provide reimbursement to Applicant shall be paid solely from the funding source specifically identified in connection with the reimbursement obligation. Applicant agrees that City's reimbursement obligations do not constitute a general debt of the City, that Applicant'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 Applicant. The restrictions of this Section 7.06(d) shall not apply to City's obligation to reimburse grant payments for lack of a recorded final map pursuant to Section 7.05(b).

(e) Applicant shall be entitled to fee credits upon completion of particular improvements as specified in **Exhibit I**, which improvements would otherwise have been constructed or paid for by City. Applicant shall be entitled to these credits against the fee which City would otherwise have collected from Applicant as all or a part of the program designed to fund the cost of such improvements.

(f) City's obligation to provide reimbursements and fee credits owed by City under this Section 7.06 and Exhibit I, and Applicant's right to such reimbursements and fee credits, shall survive any termination of this Agreement, but shall expire twenty (20) years following either (i) completion of each public improvement qualifying for reimbursement or fee credit or (ii) expiration or termination of this Agreement, whichever is earlier.

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.

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 Six Projects on the Subject Property or development of the Six Projects on the Subject Property and Applicant agrees that nothing in this Agreement shall preclude City from taking such actions, all subject to Section 8.05.

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

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 Six Projects on the Subject Property or development of the Six Projects on the Subject Property and Applicant agrees that nothing in this Agreement shall preclude City from taking such actions, all subject to Section 8.05.

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

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 Applicant agrees that nothing in this Agreement shall preclude City from taking such actions, all subject to Section 8.05.

Section 8.04 Default in Payment of Taxes, Assessments, AB 1600 Fees, Regulatory Processing Fees and Utility Rates or Fees – City's Reserved Powers and Remedies.

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 Rates or Fees and may do so in any manner provided for by law or by ordinance notwithstanding the default provisions of this Agreement. The election of 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 City. City expressly reserves the right to invoke the default provisions of this Agreement as an additional remedy to enforce its rights in connection with such matters.

Section 8.05 Limit on City's Ability to Impose or Increase Exactions.

(a) Notwithstanding any other provision in this Agreement, no fee, tax, dedication or other exaction shall be imposed on development of the Subject Property or on construction of the Improvements required to support such development regarding the following topics:

- (i) Affordable housing or high density housing, except as provided in Sections 4.06 and 4.07;
- (ii) Railroad grade separation project connecting Pitt School Road to State Route 113, except as provided in Section 7.05(c);
- (iii) Mitigation for loss of agricultural land, except as provided in Section 7.05(d); and
- (iv) Construction or equipping of a fire station and related improvements on the site within the Orchard Estates–Sanders property to be provided as specified in **Exhibit F**.

(b) No fee, tax or other monetary exaction shall be imposed as authorized under this Article 8 unless it is uniformly imposed on all similar properties on a citywide basis.

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ARTICLE 9
TRANSFERS OF PROPERTY AND RELEASE FROM
APPLICANT'S LIABILITIES AND RIGHTS AND DUTIES OF MORTGAGE LENDERS

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

(a) Any member of Applicant 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 Agreement without the prior consent of City, provided, however, that both the selling member of Applicant and the Subsequent Landowner who acquires title to any portion of the Subject Property from a member of Applicant 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 Agreement not more than thirty (30) days following the date when the deed or deeds affecting said sale are recorded in the Official Records of Solano County.

(b) Subject to Section 9.07(e), to the extent reimbursements or fee credits from City or any third party are required pursuant to Article 7, all such reimbursements and credits will be provided to the member of Applicant that earned such reimbursements or credits regardless of a sale, assignment or transfer of a portion of the Subject Property. Fee credits may be transferred and used in relation to any development on the Subject Property.

(c) If the sale, assignment or transfer involves less than the whole of one of the Six Projects, the notice required under this Section 9.01 shall specify which of the Residential Development Allotments allocated to the selling member of Applicant for that project pursuant to Article 5 and **Exhibit G** are transferred to the Subsequent Landowner, as described in Section 5.04. If the notice does not so specify, then City may treat all the Residential Development Allotments allocated to that project as deemed transferred to the Subsequent Landowner for use as and when authorized by this Agreement.

Section 9.02 Release of Applicant 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 Agreement or any of the Approved Entitlements, and the selling member of Applicant shall remain obligated to perform all of the terms and conditions of this Agreement following said sale, assignment or transfer, unless and until all of the following conditions have been satisfied:

(i) The Subsequent Landowner to which 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, which approvals shall not be unreasonably withheld, in which the Subsequent Landowner agrees to contractually assume and be bound by all of the obligations of the selling member of Applicant under this Agreement with respect to the portion

of the Subject Property which is sold, assigned or transferred by the selling member of Applicant to the Subsequent Landowner, and

(2) a true copy of the recorded deed under which the selling member of Applicant conveyed its interest in 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.

(ii) The City Manager reasonably determines that the proposed assignee is financially responsible and capable to assume the obligations of the selling member of Applicant under this Agreement applicable to the portion of the Subject Property transferred, which determination shall not be unreasonably withheld or delayed. Failure of the City Manager to respond within fifteen (15) business days of receiving documentation from the selling member of Applicant or the proposed assignee regarding the Subsequent Landowner that is reasonably sufficient for the City Manager to make the determination called for under this subsection shall be deemed to constitute acceptance for purposes of this subsection.

Provided the foregoing requirements are met, the Subsequent Landowner shall be entitled to exercise any rights under this Agreement or any of the Approved Entitlements. Assumption of Applicant's obligations under this Agreement shall be deemed to be to the satisfaction of the City Attorney if an Assumption Agreement substantially in the form attached hereto as **Exhibit C** is fully completed and executed by the selling member of Applicant and the Subsequent Landowner.

(b) If the selling member of Applicant or Subsequent Landowner fails to provide 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 selling member of Applicant shall remain obligated under this Agreement until such notice is given, or until the conditions set forth in this Section are satisfied, whichever is or are applicable.

(c) In order to provide assurance to the selling member of Applicant and any prospective Subsequent Landowner prior to their close of escrow that the Subsequent Landowner will be able to assume the selling member of Applicant's rights and the selling member of Applicant will be relieved of its obligations under this Agreement, City agrees to cooperate with the parties as necessary to provide such assurance, which may be conditioned on satisfaction of the requirements of this Article 9.

(d) Notwithstanding any other provision to the contrary in this Agreement, if the sale, assignment or transfer involves less than the whole of one of the Six Projects, the selling member of Applicant shall remain liable for all the obligations under this Agreement as to the portion of the Subject Property conveyed notwithstanding satisfaction of the provisions of this Section 9.02, including without limitation execution of any agreement to assume such obligations by the Subsequent Landowner to which such portion is conveyed.

Section 9.03 Preapproval of Assignments.

City acknowledges that (a) Clark may sell Clark Ranch Estates to Ryder Homes of California, Inc., a California corporation ("Ryder Homes"); (b) Sanders may sell Orchard Estates-Sanders to Western Pacific Housing, Inc., a Delaware corporation, a D.R. Horton Company ("Western Pacific"); (c) Azevedo may sell Sandalwood to BHI-PHI Partners, a

California general partnership ("Rivendale"); or (d) ASB may sell all or portions of Evans Ranch to (i) Meritage Homes of California, Inc., a California corporation ("Meritage") and/or (ii) MBK Homes Northern California, LLC, a California limited liability company ("MRK"). City hereby accepts Ryder Homes, Western Pacific, Rivendale, Meritage and MRK as Subsequent Landowners and consents to the assignment of rights and assumption of obligations under this Agreement associated with such sale to the extent such City acceptance or consent is required by the terms of this Agreement. Without limiting the foregoing, the requirements of Section 9.02(a)(ii) regarding financial evaluation shall not apply to these transactions, but the notice to City under Section 9.01(a) and the information submission under Section 9.02(a)(i) shall be required. Nothing in this Section or this Agreement shall be interpreted as Clark granting Ryder Homes any rights to Clark Ranch Estates, or Sanders granting Western Pacific any rights to Orchard Estates-Sanders, or Azevedo granting Rivendale any rights to Sandalwood, or ASB granting Meritage or MRK any rights to Evans Ranch, or shall be interpreted to be an admission or confirmation that Ryder Homes, Western Pacific, Rivendale, Meritage or MRK has any such rights. The provisions of this Section 9.03 shall expire two (2) years after the Effective Date.

Section 9.04 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 that has been approved as to form by the City Attorney.

Section 9.05 Termination and Release of Parcels.

(a) Single Family Parcels. This Agreement shall automatically terminate without any further action by either Applicant or City 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 (whether personal occupancy, rental or resale); and iii) all AB 1600 Fees, Regulatory Processing Fees, Utility Rates or Fees, and assessments or taxes applicable to the lot being released which are then due and payable have been paid. This termination shall not relieve Applicant 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) High Density Residential 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 Six Projects upon which a high density residential (whether market rate or affordable) or non-residential building has been constructed in accordance with the terms of this Agreement and for which Certificates of Occupancy have been issued for all units in the building, 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 Applicant 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.

(c) City and each member of Applicant agree to execute, notarize and provide any documentation reasonably required by a title company, lender or other entity to verify termination of the Agreement as described in this Section.

Section 9.06 Sale or Assignment When Applicant in Default.

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

(b) If the member of Applicant is in Default under this Agreement at the time of said sale, assignment or transfer, the member of Applicant shall remain jointly and severally obligated with Subsequent Landowner with respect to the Default under the terms of this Agreement until said Default is fully cured by the member of Applicant or the Subsequent Landowner.

Section 9.07 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, or any other party that acquires title to the property in question at a foreclosure sale (a "Foreclosure Purchaser") shall not be eligible to apply for, receive, or exercise any rights under this 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 or Foreclosure Purchaser comes into possession, until the Mortgage Lender or Foreclosure Purchaser contractually assumes all of the obligations of its predecessor in title under this Agreement with respect to such property, including those obligations which accrued prior to the time that the Mortgage Lender or Foreclosure Purchaser came into possession of such property. The Mortgage Lender or Foreclosure Purchaser shall be entitled to Residential Development Allotments only upon approval of such assumption as provided in this Section 9.07.

(b) Any such assumption by the Mortgage Lender in possession and title or the Foreclosure Purchaser shall be to the satisfaction of and in a form acceptable to the City Attorney, and shall be effective when the Mortgage Lender or Foreclosure Purchaser 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 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 or Foreclosure Purchaser shall not relieve the member of Applicant or Subsequent Landowner whose obligations are assumed by the Mortgage Lender or Foreclosure Purchaser from any of such obligations under this Agreement, including those which have accrued or may continue to accrue under the terms of this Agreement following the Mortgage Lender's or Foreclosure Purchaser's assumption of those obligations.

(d) Any assumption agreement executed by a Mortgage Lender or Foreclosure Purchaser under this Agreement shall be deemed to be to the satisfaction of the City Attorney if executed and appropriately acknowledged substantially in the form of the Assumption Agreement provided for in **Exhibit C**; provided that any such Mortgage Lender's or Foreclosure Purchaser'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.

(e) Notwithstanding the provisions of Section 9.01(b), in the event any Mortgage Lender or Foreclosure Purchaser comes into possession of any portion of the Subject Property pursuant to foreclosure of a Mortgage or by a deed in lieu of such foreclosure or at a foreclosure sale, upon the Mortgage Lender or Foreclosure Purchaser giving City notice of such action together with evidence satisfactory to the City Attorney that the Mortgage Lender or Foreclosure Purchaser has legal title to the portion of the Subject Property, all reimbursements or fee credits attributed to the portion of the Subject Property involved will be provided to the Mortgage Lender or Foreclosure Purchaser and then to any Subsequent Landowner taking title from the Mortgage Lender or Foreclosure Purchaser. Applicant agrees that in such a situation the member of Applicant that otherwise might have a claim to the reimbursements or fee credits shall not have any right to such reimbursements or fee credits and shall waive any right to pursue any cause of action against City related to such reimbursements or fee credits.

Section 9.08 Notice of Default to Mortgage Lender, Right of Mortgage Lender to Cure.

(a) If City receives notice from a Mortgage Lender requesting a copy of any notice of Default given Applicant hereunder and specifying the address for service thereof, then City shall deliver to such Mortgage Lender, concurrently with service thereof to Applicant, any notice given to Applicant with respect to any claim by City that Applicant has committed a Default, or any determination by City that Applicant is not in compliance with the terms of this Agreement, and City shall likewise serve notice of such noncompliance on such Mortgage Lender concurrently with service thereof on Applicant. 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 Default claimed or the areas of noncompliance set forth in City's notice.

(b) If the 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 Default or noncompliance within sixty (60) days after obtaining possession.

(c) If any such 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 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 Agreement shall be deemed to permit or authorize any Mortgage Lender to undertake or continue construction or completion of any improvements comprising one of the Six Projects (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed Applicant's obligation hereunder in the manner specified in this Agreement.

**ARTICLE 10
AMENDMENT OF MASTER DEVELOPMENT AGREEMENT**

Section 10.01 Amendment of Agreement by Applicant and City.

(a) Subject to the provisions of this Agreement, this Agreement may be amended by mutual consent of City and members of Applicant and Subsequent Landowners in writing in accordance with the Development Agreement Law and the City Development Agreement Procedures.

(b) Any amendment shall require the signature of each owner at the time of the amendment of any portion of the Subject Property to the extent the amendment modifies the Agreement as to that owner's property or adversely modifies the rights or obligations of that owner. It shall also require the signature of each Mortgage Lender holding an interest to the extent that the amendment modifies the Agreement as to the property in which the Mortgage Lender has an interest. City in its discretion may require the participation of another member of Applicant in an amendment.

Section 10.02 No Amendments to Agreement for Minor Deviations to Standards.

Minor deviations to the Collective Standards or the Existing Land Use Regulations applicable to the Subject Property and allowed under this Agreement, which deviations may be approved by City staff under the provisions of the Collective Standards or the Existing Land Use Regulations, shall not require amendment to this Agreement. Without limiting the foregoing, this Section shall apply to revisions as described in Section 7.03(b).

**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 Agreement, review the extent of good faith substantial compliance by Applicant with the terms of this Agreement in accordance with the Development Agreement Law and the City 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 the City Council and Applicant. 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 Agreement. A finding by City of good faith compliance by Applicant within the terms of the Agreement shall conclusively determine said issue up to and including the date of said review. City may charge and Applicant agrees to pay a fee for such annual review to defray the cost of City to process and conduct such annual review, including all staff costs, consultant's fees, and attorney's fees.

(c) The Director shall deposit in the mail to Applicant 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. Applicant shall be permitted an

opportunity to be heard orally or in writing regarding its performance under this Agreement in accordance with the City Development Agreement Procedures.

(d) If, at the conclusion of City's review, Applicant is found to be in compliance with this Agreement, City shall issue a certificate of compliance ("Certificate") to Applicant, stating that after the most recent review (1) this Agreement remains in effect and (2) Applicant is not in Default. The Certificate shall contain such other information and be in such form as Applicant may reasonably request. If City fails to conduct or complete its review in any given year, Applicant may request and City shall provide a Certificate in the form described above and stating that Applicant is deemed to be in compliance. Director of City shall be authorized to execute the Certificate described in this subsection. In the event City fails to deliver a Certificate in any given year within thirty (30) days after requested by Applicant, Applicant may prepare its own Certificate stating that Applicant is deemed to be in compliance with this Agreement for that year and City shall not challenge or dispute such Certificate. Applicant shall be entitled to rely on the Certificate.

(e) In addition to the annual review Certificate described in Section 11.01(d), Applicant may at any time and from time to time by written notice to City request that City certify in writing as follows: (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) Applicant is not in default in the performance of its obligations, or if in default then describing the nature of any such defaults; and (3) this Agreement has not been amended, or if amended then identifying the amendments. Director of City shall be authorized to execute the Certificate described in this subsection. City shall be obligated to determine compliance and either deliver a Certificate or deliver an explanation of alleged noncompliance within ninety (90) days after receiving Applicant's request. If City fails to timely respond, Applicant may prepare its own Certificate stating that City is deemed to have certified that the statements in clauses (1) through (3) of this subsection are true, any person may rely on such deemed certification, and City shall not challenge or dispute such Certificate. City may charge Applicant a fee to defray the cost of City to process and conduct this additional review.

Section 11.02 Default Proceedings.

(a) In the event of alleged Default by any Party to this Agreement, the party alleging such Default 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 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 Agreement by City pursuant to Section 11.01 in which event 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; provided, without first following the procedures described in the remainder of this Section 11.02, the party alleging Default may not seek a declaratory judgment determining that the party alleging Default is entitled to terminate this Agreement; or, alternatively

(ii) give notice to the party who is allegedly in Default of its intent to terminate this 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 1.09.

(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 Agreement to the party who is allegedly in Default; provided, however, a member of Applicant may only give such notice of termination with respect to such portion of the Subject Property in which the member of Applicant owns an interest and City may only give such notice with respect to the portion of the Subject Property in which the party in Default owns an interest. In the case of a member of Applicant alleging City is in default, the member of Applicant may give the notice of termination and institute legal proceedings as specified in Section 11.02(f) without a hearing before the City Council if City fails to follow the procedures for such hearing as specified in Section 11.02(d).

(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 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 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 Agreement.

(g) In addition to all other notices that may be specified, all notices required under this Section 11.02 also shall be given to every Party to this Agreement by mail as provided in Section 1.09.

Section 11.03 Withholding of Permits.

City may, at its discretion, refuse to issue and withhold any permit or entitlement, including without limitation a building permit, sign permit, grading permit or Certificate of Occupancy for any structure or other improvement within the Subject Property if the member of Applicant 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 entitlement.

Section 11.04 Enforced Delay, Extension of Times of Performance.

(a) In addition to specific provisions of this Agreement, a failure to perform by any Party 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 Agreement,

(b) Applicant 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 or its discovery that such event has commenced and will cause a delay, whichever is later. The failure of Applicant to do so within said thirty (30) 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 Applicant to do so and shall be for the period of the enforced delay as determined by the City Council plus a reasonable period of time thereafter to account for added time needed to reactivate performance activities, or for a longer period as may be mutually agreed upon by the requesting party and the City Council; provided that Applicant 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 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 Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable by said federal or state statute, but the remaining portions can be enforced without failure of material consideration to any Party, then the remaining provisions shall continue in full force and effect. To that end, this Agreement is declared to be severable.

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 Applicant challenging this Agreement or any provisions herein, or seeking to overturn or invalidate any approval granted pursuant to this Agreement, City may elect to tender the defense of City to Applicant, and, in such event, Applicant shall indemnify, defend (with counsel acceptable to City) and hold 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 Applicant shall not settle any lawsuit on grounds that include non-monetary relief and/or admissions of liability without the consent of City. 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 Applicant which provides for 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 Applicant that it has elected to have the indemnification and defense of 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 Applicant or a Subsequent Landowner, or both, and 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, Applicant 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), and to enjoin any threatened or attempted violation of the provisions of this Agreement.

NOTWITHSTANDING THE FOREGOING SENTENCE, AND EXCEPT AS OTHERWISE MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT, CITY, APPLICANT AND EACH SUBSEQUENT LANDOWNER ACQUIRING AN INTEREST IN THE SUBJECT PROPERTY, DO BY EXECUTION OF THIS AGREEMENT, OR BY ASSUMPTION OF THE OBLIGATIONS OF APPLICANT UNDER THIS 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 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 AGREEMENT FROM SEEKING MONETARY DAMAGES IN ANY ACTION AGAINST ANOTHER PARTY TO THIS AGREEMENT WHICH DOES NOT ARISE SOLELY BY REASON OF A DEFAULT UNDER THIS 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 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 AGREEMENT, ARE REASONABLE AND ADEQUATE TO PROTECT THE INTERESTS OF THE PARTIES TO THIS AGREEMENT IN THE EVENT OF A DEFAULT UNDER THE TERMS OF THIS AGREEMENT.

WITHOUT LIMITING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE INTERPRETED TO LIMIT THE RIGHTS OF MEMBERS OF APPLICANT TO SEEK AND RECOVER MONETARY DAMAGES OR OTHER REMEDIES AGAINST OTHER MEMBERS OF APPLICANT.

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

In any proceeding filed by City, Applicant or any Subsequent Landowner to enforce the provisions of this Agreement against any other party to this Agreement, or to seek injunctive relief or declaratory relief against any other party to this Agreement, the prevailing party shall recover its reasonable 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 Agreement shall terminate upon the expiration of the term or when the Subject Property has been fully developed in accordance with this Agreement and all of Applicant's obligations in connection herewith are satisfied as determined by City, or as provided in Section 9.05. Upon termination of this Agreement and upon receipt by City of a written request from any person whose interest or interests in the Subject Property may be affected by the provisions of this Agreement, City shall record a notice that the Agreement has been terminated, which notice shall be in a form approved by the City Attorney.

Section 13.02 **Effect of Termination Upon Applicant Obligations.**

Termination of this Agreement as to the Applicant of the Subject Property or any portion thereof shall not affect any of the Applicant's obligations to comply with the Collective Standards, other than those contained solely in this 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 Agreement to continue after the termination of this Agreement, or obligations to pay assessments, liens, fees or taxes.

Section 13.03 **Effect of Termination Upon City Obligations.**

Upon any termination of this Agreement as to the Applicant 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 Applicant 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 City shall no longer be limited by the terms and conditions of this 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 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 Agreement or provided by law shall not prevent the exercise by that party of any other remedy provided in this 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 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 Agreement, (iv) each party and such party's legal counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this 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 Agreement, or any portions hereof, or any amendments hereto.

Section 14.04 Waivers and Amendments.

Any waiver of or amendment to this 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 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 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 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 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 Agreement, including any member of Applicant, 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 Master Development Agreement, each of which are hereby incorporated herein by reference, are as follows:

- Exhibit A** Existing Land Use Entitlements And Approvals
- Exhibit B** Narrative Description of the Six Projects
- Exhibit C** Form of Applicant and Subsequent Landowner Assignment and Assumption Agreement
- Exhibit D** Legal Description of the Subject Property and Specific Plan Map
- Exhibit E** Mitigation Monitoring and Reporting Program
- Exhibit E-1** Council Adopted Changes to Mitigation Measures
- Exhibit F** Summary of Major Public Improvements and Their Development Phases
- Exhibit F-1** Maps Depicting Phasing of Major Public Improvements
- Exhibit G** Allocation of Residential Development Allotments
- Exhibit H** Allocation of Agreement Expenses (per Section 1.10)
- Exhibit I** Applicant Reimbursement and Fee Credit Rights
- Exhibit J** Memorandum of Understanding

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 Corville
Mayor

ATTEST:

Shirley D. Beaman
City Clerk

APPROVED AS TO FORM:

Michael D. Dea
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

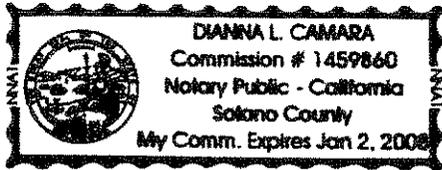
State of California }
County of Solano } ss.

On March 3, 2006 before me, Dianna L. Camara
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Mary Ann Courville & Janice M. Beaman
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Dianna L. Camara
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Southwest Dixon Master DA

Document Date: _____ Number of Pages: 132

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



APPLICANT: ASB: Andrews Dixon, LLC
a California limited liability company

By: Debra J. Russo
Its: Member

By: [Signature]
Its: Member

SLIC: Solano Land Investment Company, LLC
a California limited liability company

By: [Signature]
Its: V.P.

Ryder: TNK Ryder, LP
a California Limited Partnership

By: [Signature] JAY RYDER
Its General Partner

Azevedo: Azevedo Family Trust Established June 2, 1992

By: [Signature]
Joseph L. Azevedo Trustee

Sanders: Bernard H. Sanders and Roxie D. Sanders 1981 Revocable Trust

By: Bernard H. Sanders, Trustee
Bernard H. Sanders, Trustee

By: Roxie D. Sanders, Trustee
Roxie D. Sanders, Trustee

Clark: William F. and Elaine H. Clark Revocable Family Trust

By: [Signature]
William F. Clark, Trustee

By: [Signature]
Elaine H. Clark, Trustee

STATE OF California)SS
COUNTY OF Solano)

On December 28, 2005 before me, D.L. Mills, notary public personally appeared Debrah Yarbrough Russo

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

WITNESS my hand and official seal.

Signature _____

D.L. Mills



This area for official notarial seal.

STATE OF California)SS
COUNTY OF Solano)

On January 5, 2006 before me, D.L. Mills, notary public personally appeared Jay Ryder; William F. Clark, Trustee and Elaine H. Clark, Trustee

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

WITNESS my hand and official seal.

Signature _____

D.L. Mills



This area for official notarial seal.

AGREEMENT NO. 05-054

STATE OF California)SS
COUNTY OF Solano)

On January 10, 2006 before me, Nancy Truex, notary public personally appeared Joe Louis Azevedo, Jr.

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

WITNESS my hand and official seal.

Signature Nancy Truex
Nancy Truex



This area for official notarial seal.

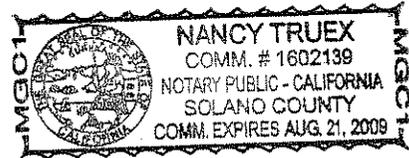
STATE OF California)SS
COUNTY OF Solano)

On February 9, 2006 before me, Nancy Truex, notary public personally appeared Bernard H. Sanders and Roxie D. Sanders

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

WITNESS my hand and official seal.

Signature Nancy Truex



This area for official notarial seal.

STATE OF California)SS
COUNTY OF Solano)

On December 22, 2005 before me, Nancy Truex personally appeared

Frank J. Andrews, Jr.

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

WITNESS my hand and official seal.

Signature Nancy Truex
Nancy Truex



This area for official notarial seal.

STATE OF California)SS
COUNTY OF Solano)

On January 3, 2006 before me, Nancy Truex personally appeared

Dan Nicolaus

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

WITNESS my hand and official seal.

Signature Nancy Truex
Nancy Truex



This area for official notarial seal.

AGREEMENT NO. 05-054

EXHIBIT A

EXISTING LAND USE ENTITLEMENTS AND APPROVALS

- | | |
|--|--|
| 1. Final Environmental Impact Report | Resolution No. 04-195, dated September 28, 2004. |
| 2. General Plan Amendment | Resolution No. 04-196, dated September 28, 2004. |
| 3. Specific Plan, together with the Design Guidelines and the Financing Plan | Resolution 05-217, dated October 25, 2005. |
| 4. Rezoning | Ordinance 05-011, dated November 8, 2005. |
| 5. Master Development Agreement | Ordinance 05-012, dated November 8, 2005. |

EXHIBIT B

NARRATIVE DESCRIPTION OF THE SIX PROJECTS

Specific Plan

The Specific Plan encompasses 477 acres in the southwest portion of the City of Dixon. It is bordered on the north and east by suburban residential development, by Interstate 80 to the northwest, and by agricultural land to the south. Buildout of the entire Specific Plan Area as studied in the FEIR envisioned 1,365 housing units, a 42-acre employment center, 21 acres of community commercial space, 11 acres of highway commercial space, 23 acres of public parks, and a fire station.

Substantial new infrastructure will be built to serve both the Specific Plan Area and nearby existing and future development. These include sanitary sewer collection and treatment facilities, a new water well and storage facilities, drainage basins and collection systems, new roads and improvement of existing City roads, and modification of agricultural irrigation water transport systems.

Development in the Specific Plan Area, including development in the Six Projects that are the subject of this Agreement, will be subject to the general guidelines and specific criteria described in the Specific Plan. Infrastructure improvements and public amenities are described in detail in the Specific Plan, Specific Plan Financing Plan, Capital Improvement Program, Drainage Master Plan Report, Water Master Plan Report Sanitary Sewer Master Plan Report, and the Solano Irrigation District (SID) Master Plan Report. Those details are incorporated in this Agreement except to the extent they may be modified by this Agreement.

Six Projects

The Agreement covers a portion of the Specific Plan Area owned or controlled by six developers and described as the "Six Projects". The Six Projects encompass approximately 330.5 acres of the Specific Plan Area. Of the total development proposed by the Specific Plan for the entire Specific Plan Area, the Six Projects will include 1,139 housing units (1,008 market rate, plus 131 affordable on Evans Ranch), 20.9 acres of community commercial space, 2.6 acres of highway commercial space, 23 acres for public parks, and the fire station site. Most of the backbone infrastructure needed for the Specific Plan Area buildout will be installed as part of the Six Projects development.

1. Evans Ranch. The portion of the Specific Plan Area identified as "Evans Ranch" contains approximately 121.6 acres. The Specific Plan and this Agreement propose development of this area with the following uses: 494 housing units (263 market rate single family, 69 units of senior affordable housing, 62 units of non-senior-restricted affordable housing, and 100 high density market rate units); 20.9 acres of community commercial space, and 2.6 acres of highway commercial space. Evans Ranch also will contain approximately 7.4 acres of the 8.7-acre "West Pond" detention basin (shared with Clark Ranch Estates), and a 1.4-acre site for a domestic water well, storage tank and booster pump station.

2. Clark Ranch Estates. The portion of the Specific Plan Area identified as "Clark Ranch Estates" contains approximately 20 acres. The Specific Plan and this Agreement propose development of this area with 53 new housing units plus retention of an existing home. Clark Ranch Estates also will contain approximately 1.3 acres of the 8.7-acre "West Pond" detention basin (shared with Evans Ranch).

3. Dixon Ridge. The portion of the Specific Plan Area identified as "Dixon Ridge" contains approximately 80 acres. The Specific Plan and this Agreement propose development of this area with 230 housing units. Dixon Ridge also will contain a 20-acre site for a community park.

4. Orchard Estates–Garcia. The portion of the Specific Plan Area identified as "Orchard Estates–Garcia" contains approximately 20 acres. The Specific Plan and this Agreement propose development of this area with 57 housing units.

5. Orchard Estates–Sanders. The portion of the Specific Plan Area identified as "Orchard Estates–Sanders" contains approximately 30.3 acres. The Specific Plan and this Agreement propose development of this area with 89 housing units. Orchard Estates–Sanders also will contain a 3-acre site for a neighborhood park, and a 0.75-acre site for a fire station.

6. Sandalwood. The portion of the Specific Plan Area identified as "Sandalwood" contains approximately 58.6 acres. The Specific Plan and this Agreement propose development of this area with 216 housing units.

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:

**APPLICANT 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 _____, a _____ (herein "Applicant") and _____ (herein "Subsequent Landowner").

RECITALS

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

B. Applicant and Subsequent Landowner have agreed to assign Applicant's interests in all or a portion of _____ 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 Applicant's rights, duties and obligations under the Master Development Agreement with respect to the Assigned Property and to relieve Applicant of all of said assigned rights, duties and obligations in reference to the Assigned Property, to the extent permitted by the Master Development Agreement.

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

1. Applicant hereby assigns, effective as of Applicant's conveyance of the Assigned Property to Subsequent Landowner, all of the rights, title and interest of Applicant under the Master Development Agreement with respect to the Assigned Property. Applicant retains all the rights, interest, and interests under the Master Development Agreement with respect to all other property within the Subject Property owned by Applicant.
2. Subsequent Landowner hereby contractually assumes all of the burdens and obligations of Applicant under the Master Development Agreement, and agrees to observe and fully

perform all of the duties and obligations of Applicant under the Master 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 Applicant and Subsequent Landowner that, upon the execution of this Agreement, Subsequent Landowner shall become substituted for Applicant as a member of "Applicant" under the Master Development Agreement with respect to the Assigned Property. Applicant acknowledges that, pursuant to Section 9.02(d) of the Master Development Agreement, Applicant shall remain subject to the obligations of the Master Development Agreement along with Subsequent Landowner with respect to the Assigned Property if the Assigned Property constitutes less than the whole of one of the Six Projects as defined in the Master Development Agreement.

3. All of the covenants, terms, and conditions of the Master 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 Master Development Agreement for the Subsequent Landowner of the Applicant with respect to the Assigned Property shall be as follows:

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

APPLICANT:

a _____

By: _____
Its: _____

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 Attachment D-1 attached to this **Exhibit D** and made a part hereof:

EXHIBIT D-1

EVANS RANCH

All of that real property in the City of Dixon, County of Solano, State of California, more particularly described as follows:

PARCEL ONE:

All of Lot 35 and that portion of Lot 34, as shown on the Map entitled: "Map of Subdivision of Mayes Home Place, Solano County, Cal.", filed in the Office of the Recorder of Solano County, California, January 17, 1912, in Book 4 of Maps, Page 7, lying southeasterly of the southeasterly line of the State Highway X-SOL-7-1, as described in Deed from Elmer E. Young and wife to State of California, dated May 22, 1945 recorded December 19, 1945 in Book 334, Official Records, Page 231, Series No. 13909;

EXCEPTING FROM PARCEL ONE:

1. That parcel of land described in Deed from Manuel Brazil, et ux, to Joe George, et ux, dated November 8, 1946, recorded November 25, 1946 in Book 356 of Official Records, Page 396, Series No. 16646, lying within Lot 34 as defined above.
2. That parcel of land described in Deed from Manuel Brazil, et ux, to Joe George, et ux, dated February 19, 1954, recorded February 23, 1954 in Book 705 of Official Records, Page 121, Series No. 2620.
3. That portion conveyed by Manuel Brazil, et ux, to State of California by Deed dated February 16, 1960 recorded April 5, 1960 in Book 1022 of Official Records, Page 93, Series No. 6614;
4. That portion conveyed by Manuel Brazil, et ux, to Joe George, et ux, by Deed dated April 20, 1960, recorded April 22, 1960 in Book 1024, Page 556, Solano County Official Records, Series No. 1223.
5. The parcel of land conveyed in the Deed from Manuel Brazil, et ux, to Barry Spicak, et ux, dated December 13, 1963, recorded January 14, 1964 in Book 1245 of Official Records, Page 540, Series No. 1223.

APN: 114-011-040

PARCEL TWO:

The non-exclusive easement for rights of ingress and egress, reserved in the Deed from Manuel Brazil, et ux, to Barry Spivak, et ux, dated December 13, 1963, recorded January 14, 1964 in Book 1245 of Official Records, Page 540, Series 1223, over the following described parcel of land:

All that portion of Lot 34, as said Lot is shown on "Map of Subdivision of Mayes Home Place, Solano County, Cal.", filed in the Office of the County Recorder of Solano County January 17, 1912 in Book 4 of Maps, Page 7, described as follows: beginning at a point in the southeasterly line of the land described in that certain Deed from Manuel Brazil and Mary Brazil to the Stat of California dated February 16, 1960 and recorded April 5, 1960 in Book 1022, Page 93, Official Records as Series No. 6614, which point bears North 50°23'35" East, 10 feet from the northeasterly terminus of the course designated in said Deed as Course No. Ten (10); thence South 44°48' East, 50.00 feet; thence North 89°15'39" West, 71.32

feet to the southeasterly line of the above mentioned State of California Parcel; thence along this line North 45°12'00" East, 40.00 feet; and North 50°23' East, 10.00 feet to the point of beginning.

PARCEL THREE:

Lots 50 and 51, as the Map entitled: "Map of the Mayes Home Place", located in Sections 14, 15, 22 and 23, Township 7 North, Range 1 East, Mount Diablo Base and Meridian, Solano County, adjoining the Town of Dixon, filed in the Office of the Recorder of Solano County, California, on January 17, 1912 in Book 4 of Maps, Page 7.

APN: 114-011-030

PARCEL FOUR:

Lot No's. 33, 36 and 49 all as laid down and delineated on a certain Map entitled: "Map of Subdivision of the Mayes Home Place, located in Sections 14, 15, 22 and 23, Township 7 North, Range 1 East, MDB&M, Solano County, California, adjoining the Town of Dixon, E.N. Eager and J.W. Meredith, Surveyors". Said Map having been filed in the Office of the County Recorder of Solano County, on the 17th day of January, 1912, in Book 4 of Maps, at Page 7, Solano County Records.

EXCEPTING THEREFROM:

All hydrocarbons and other minerals below a depth of five hundred (500) feet without rights of surface entry as reserved in the Grant Deed executed by Madeline George, et al, recorded June 30, 1987 in Book 1987, Page 90136, Solano Coutny Records.

APN: 114-011-010

o. The Agreement is consistent with the provisions of City Council Resolution No. 88-128 which establishes the 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. Within ten (10) days of the effective date of this ordinance, the City Clerk shall cause the executed Agreement 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 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 October 25, 2005, and by majority vote of the council persons present on said date, further reading was waived.

On a motion by Ferrero, seconded by Smith, the foregoing ordinance was passed and adopted by the City Council of the City of Dixon at a regular meeting thereof, this 8th day of November, 2005, by the following vote:

AYES: Alexander, Ferrero, Smith, Vega, Courville
NOES: None
ABSENT: None
ABSTAIN: None


Mary Ann Courville
Mayor

ATTEST:


Janice Beaman
City Clerk

public convenience, general welfare and good land use practice; (4) will not be detrimental to the health safety and general welfare; and (5) will not adversely affect the orderly development of property or the preservation of property values; and voted to recommend approval to the City Council.

c. On October 11, 2005, the Planning Commission's recommendation and determinations were presented to the City Council.

d. A properly noticed public hearing regarding the Agreement was held by the City Council on October 11 and October 25, 2005.

e. The City Council considered all written and oral testimony presented at the hearing and all evidence previously submitted to the Planning Commission, including staff reports and correspondence.

f. Notices of these hearings were given in the form and at the times required by state law, City ordinances and City Council Resolution No. 88-128.

g. The Agreement is consistent with the objectives, policies, general plan land uses and programs specified in the City General Plan and the revised Southwest Dixon Specific Plan. The policies, uses and programs are an integral part of the City General Plan and the revised Southwest Dixon Specific Plan, which specifically provide for the development as specified in this Agreement.

h. The Agreement provides that any tentative subdivision maps undertaken thereunder shall comply with the provisions of Government Code Section 66473.7.

i. The housing allocations set forth in the Development Agreement comply with the provisions of Measure B, as implemented by Article II, Chapter 1 of the Dixon City Code, as amended.

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

k. The Agreement will not be detrimental to the health, safety, peace and general welfare of persons residing in or near the project sites; nor will it be detrimental or injurious to property or persons in the adjacent neighborhoods 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 and the revised Southwest Dixon Specific Plan.

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

m. The Agreement will require Applicant to comply with all of the agreed upon conditions of approval heretofore recommended by the Planning Commission and adopted by the City Council.

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

EXHIBIT D-2

CLARK RANCH ESTATES

All of that real property in the City of Dixon, County of Solano, State of California, more particularly described as follows:

Lot 52, Mayes' Home Place, located in Sections 14, 15, 22 and 23, Township 7 North, Range 1 East, M.D.B. & M., filed January 17, 1912 in Book 4 of Maps, Page 7, Solano County Records.

APN: 114-011-020

EXHIBIT D-3

DIXON RIDGE

All of that real property in the City of Dixon, County of Solano, State of California, more particularly described as follows:

Lot 32, 37, 48 and 53 as shown on the Map entitled the Mayes Home Place, filed January 17, 1912, Book 4 of Maps, Page 7, Solano County Records.

APN: 114-012-040

EXHIBIT D-4

ORCHARD ESTATES-GARCIA

All of that real property in the City of Dixon, County of Solano, State of California, more particularly described as follows:

Lot 46, as shown on that certain Map entitled "MAP OF THE SUBDIVISION OF THE MAYE'S HOME PLACE", filed in the Office of the Solano County Recorder on January 17, 1912 in Book 4 of Maps, Page 7.

APN: 114-040-020 and 030

EXHIBIT D-5

ORCHARD ESTATES-SANDERS

All of that real property in the City of Dixon, County of Solano, State of California, more particularly described as follows:

PARCEL ONE:

Lot 55, as shown on the Map of Mayes Home Place, January 17, 1912 in Book 4 of Maps, Page 7, Solano County Records.

PARCEL TWO:

The westerly part of Lot Fifty-six (56) Mayes Home Place, Map of which was filed in the Recorder's Office of Solano County, January 17, 1912, in Book 4 of Maps, Page 7. Beginning at the southwest corner of said Lot 56, and extending thence North along the center line of Prune Street, 10.090 chains to the northwest corner of said Lot 56; thence East along the northerly boundary line of said Lot 56, 10.348 chains; thence South $00^{\circ}01'$ West, 10.125 chains to the southerly boundary line of said Lot 56; thence North $9^{\circ}48'$ West, along said southerly boundary line 10.346 chains to the point of beginning.

EXCEPTING FROM PARCEL TWO:

The following described parcel of land:

Beginning at the southeast corner of Lot 56, as hereinbefore referred to; thence from said point of beginning, South $89^{\circ}48'$ East along the southerly line of said lot 56, a distance of 127.00 feet; thence leaving the southerly line of said lot 56, northerly parallel to the westerly line of said Lot 56, a distance of 68.00 feet; thence North $89^{\circ}48'$ West parallel to the southerly line of said Lot 56; a distance of 127.00 feet to the westerly line of said lot 56; thence southerly along the westerly line of said lot 56, a distance of 68.00 feet to the point of beginning.

APN: 114-154-060 and 114-040-040

EXHIBIT D-6
SANDALWOOD

All of that real property in the City of Dixon, County of Solano, State of California, more particularly described as follows:

PARCEL ONE:

LOT THIRTY-ONE (31), AS SHOWN ON THAT CERTAIN MAP ENTITLED: "MAP OF THE SUBDIVISION OF THE MAYES HOME PLACE", LOCATED IN SECTIONS 14, 15, 22 AND 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, M. D. B. & M., SOLANO COUNTY, CALIFORNIA, ADJOINING THE TOWN OF DIXON, E. N. EAGER AND J. W. MEREDITH, SURVEYORS, SAID MAP HAVING BEEN FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SOLANO COUNTY ON THE 17TH DAY OF JANUARY, 1912, IN BOOK 4 OF MAPS AT PAGE 7.

ASSESSOR'S PARCEL NO. 114-012-010

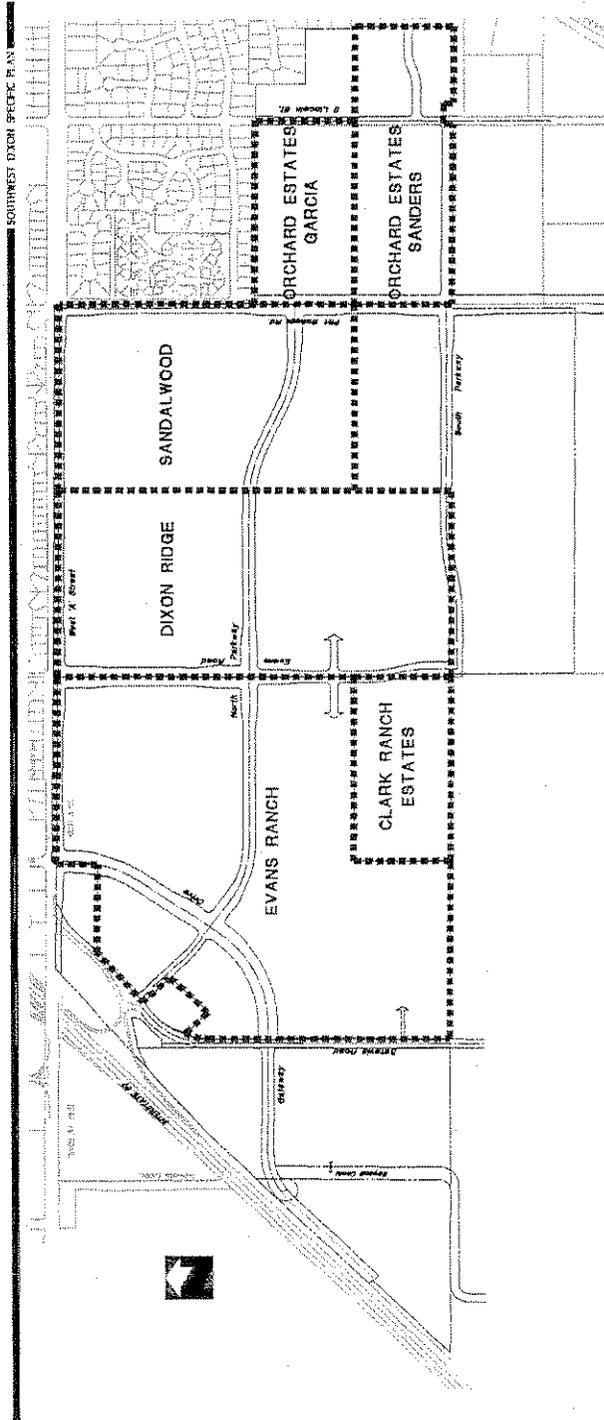
PARCEL TWO:

LOT FORTY-SEVEN (47) AND LOT THIRTY-EIGHT (38), AS SHOWN ON THAT CERTAIN MAP ENTITLED: "MAP OF THE SUBDIVISION OF THE MAYES HOME PLACE", LOCATED IN SECTIONS 14, 15, 22 AND 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, M. D. B. & M., SOLANO COUNTY, CALIFORNIA, ADJOINING THE TOWN OF DIXON, E. N. EAGER AND J. W. MEREDITH, SURVEYORS, SAID MAP HAVING BEEN FILED IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, JANUARY 17, 1912, IN BOOK 4 OF MAPS AT PAGE 7.

ASSESSOR'S PARCEL NO. 114-012-020

Attachment D-1

Location of the Six Projects Properties



Project Locations • Capital Improvement Plan
NOTE
SOUTH EASTWAY

August, 2005

EXHIBIT E

MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MEASURE		IMPLEMENTATION PHASE		PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
3.1	Geology Require a geotechnical study prior to final design of each project within the Specific Plan area. The geotechnical study will be prepared by a registered geotechnical engineer or engineering geologist. The design report will contain specific construction recommendations for all buildings, roads, and other improvements to ensure that those improvements can withstand the maximum probable earthquake predicted for the area. The geotechnical report shall also provide construction guidelines to address expansive soils and any other soil constraints identified by the geotechnical consultant. Final project design will include the recommendations contained in the geotechnical report.	Start: Project design Complete: Prior to approval of each Final Subdivision Map or Improvement Plans for non-residential projects. Each project applicant will be responsible for hiring a licensed geotechnical engineer to monitor compliance with the recommendations included in the geotechnical report.	Each project applicant	Engineering Dept.	
3.1-A.1					
3.1-B.1	Detention Pond A and the West Pond Complex will act as sedimentation ponds and will decrease downstream sediment loading. A pond sediment monitoring program will be developed and approved by the City prior to approval of the first Final Subdivision Map. This program will provide a schedule for monitoring and removal of sediments and who will be responsible for those activities.	Start: Project design Complete: Prior to approval of first Final Subdivision Map	City.	Engineering Dept.	
3.1-B.2	Each project developer shall prepare and implement a Stormwater Pollution Prevention Program (SWPPP) for on-site and off-site activities. The SWPPP shall be consistent with the terms of the State NPDES General Permit for Discharges of Storm Water Associated with Construction Activities (General Permit). Each developer shall file a Notice of Intent with the State Water Resources Control Board, Division of Water Quality.	Start: Project design Complete: Prior to approval of each Final Subdivision Map	Each project applicant	Engineering Dept.	
3.1-C.1	Same mitigations listed above for 3.1-A and B				
3.1-D.1	Carry out Mitigation Measure 3.1-A.1				
3.1-E.1	Carry out Mitigation Measures 3.1-B.1 and 2				
3.1-F.1	Carry out Mitigation Measures 3.1-B.1 and 2				
3.2-A.1	Before the first Tentative Subdivision Map approval for the plan area, the Specific Plan Drainage Master Plan shall be completed and submitted for City of Dixon review and approval. The Drainage Master Plan shall demonstrate that the system contains specific storm drainage design features to control increased runoff from the project site and will not increase runoff over current conditions. This may be achieved through one or more of the following: on-site conveyance and detention facilities, off-site detention facilities, and/or channel modification, or equally effective measures to control the rate and volume of runoff. To demonstrate the effectiveness of the proposed system to prevent additional flooding at off-site (downstream) locations, all necessary hydrologic and hydraulic calculations and assumptions and design details shall be submitted to the City Engineering Department for review and approval. The design of all features proposed by the project applicant shall be consistent with the most recent version of the City's Storm Drainage Guidelines and Criteria, and standard design and construction specifications and details, as modified by the approved Specific Plan Drainage Master Plan.	Start: Project design Complete: Prior to approval of first Tentative Subdivision Map	SALG	Engineering Dept.	

RESOLUTION NO.: 04 - 19

DATE: SEP 28 2004

AGREEMENT NO. 05 - 054

MITIGATION MONITORING AND REPORTING PROGRAM

(Continued)

MITIGATION MEASURE		IMPLEMENTATION PHASE		PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
3.2-A.2	Before the first Tentative Subdivision Map approval for the plan area, the project applicant shall demonstrate to the City Engineering Department that development of the Specific Plan will not preclude future installation and operation of storm drain improvements anticipated in the plan area and that facility improvements will be consistent with the Specific Plan Storm Drainage Master Plan.	Start: Project design Complete: Prior to approval of first Tentative Subdivision Map	SALG	Engineering Dept.	
3.2-A.3	Before the first Tentative Subdivision Map approval for the plan area, the project applicant shall demonstrate that an appropriately sized and located storm drainage system shall be installed or adequately financed (through fair-share payment of fees or other means).	Start: Project design Complete: Prior to approval of first Tentative Subdivision Map	SALG	Engineering Dept.	
3.2-A.4	All project applicants shall pay their fair share toward drainage improvements, as identified in the City's Assembly Bill (AB) 1600 fee program.	Start: Improvement Plans Complete: Prior to approval of Improvement Plan for each project	Each project applicant	Community Development Dept.	
3.2-B.1	As a condition of approval for all Tentative Subdivision Maps in the plan area, the City of Dixon shall require that adequate storm drainage capacity will be provided for before City approval of the Final Subdivision Map.	Start: Each Tentative Subdivision Map Complete: Prior to approval of each Final Subdivision Map	Each project applicant	Engineering Dept.	
3.2-B.2	As a condition of approving any Tentative Subdivision Maps in the plan area, the project applicant shall, in accordance with the AB 1600 fee program, fund a fair share of the drainage facilities improvements identified by the City of Dixon in the 1999 Storm Drain Report for Basin A and the City of Dixon AB 1600 Facilities and Equipment Study. In addition, the City of Dixon shall establish a maintenance district encompassing properties using Basin A facilities to pay a fair share of the maintenance costs. A provision for forming and participating in the maintenance district shall be addressed through conditions of a development agreement or other formal agreement at the Tentative Subdivision Map stage for each individual development project in the plan area. The City will handle the process for creating a Community Facilities District, with costs borne by developers.	Start: Each Tentative Subdivision Map Complete: Prior to approval of each Tentative Subdivision Map	Each project applicant	Engineering Dept.	
3.2-C.1	Prior to approval of the first Tentative Subdivision Map, the applicant shall demonstrate that adequate width exists in South Lincoln Street between the plan area and Porter Road to construct the storm drain, water lines, and wastewater pipelines within the existing right-of-way. South Lincoln Street between the plan area and Porter Road shall be reconstructed to meet City and/or County standards upon completion of construction of underground infrastructure utilities such as storm drainage, water, and sewer pipes.	Start: Project design Complete: Prior to approval of the first Tentative Subdivision Map	SALG	Engineering Dept.	
3.2-C.2	Approval for construction of the pipeline from the plan area to McCune Creek shall be obtained prior to construction of any improvements generating new runoff to Batavia Pond. Alternatively, any request to delay approval of construction of the pipeline shall require that the applicant demonstrate and submit for approval by the City an acceptable interim alternative to address runoff from new development.	Start: Project design Complete: Prior to approval of the first Tentative Subdivision Map in the Batavia Pond drainage shed	SALG	Engineering Dept.	
3.2-C.3	Carry out Mitigation Measures 3.2-A.1 to 3.2-A.3.				

AGREEMENT NO. 05-054

DATE: SEP 28 2004

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MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)

MITIGATION MEASURE		IMPLEMENTATION PHASE		PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
3.2.D.1	With each Final Subdivision Map approval, each project applicant shall comply with and adhere to the conditions of the RWQCB Statewide NPDES Permit and NPDES General Permit for General Construction Activities.	Start: Project design Complete: Prior to approval of each Final Subdivision Map	Each project applicant	Engineering Dept.	
3.2.D.2	Carry out Mitigation Measure 3.2.A.1	Start: Project design	SALG	DSMWS and Engineering Dept.	
3.2.E.1	The location of the new well shall be approved by the Dixon-Solano Municipal Water Service.	Complete: Prior to approval of the first Tentative Subdivision Map			
3.2.F.1	Carry out Mitigation Measures 3.2-A.1 through 3.2-E.1				
3.2.G.1	Carry out Mitigation Measures 3.2-A.1 through 3.2-E.1				
3.3-A.1	Pre-construction surveys within 0.25 miles of any development on the Specific Plan area and for plan area-required off-site pipeline and roadway improvements are recommended prior to construction activities that would occur between March 1 and August 15. In the event that a Swainson's hawk nest is located within 0.25 miles of the project site, seasonal construction restrictions may be necessary to eliminate the potential for noise disturbance to nesting hawks. The necessity of such restrictions is dependent on the location of the nest with respect to construction and should be determined by a qualified biologist.	Start: Prior to any construction between March 1 and August 15 of any year for each project Complete: Completion of construction for each project	Each project applicant	Community Development Dept.	
3.3-A.2	For every acre of suitable Swainson's hawk habitat developed within the Specific Plan area, the developer of each project will be responsible for preserving one acre of Swainson's hawk habitat per the California Department of Fish and Game's Staff Report Regarding Mitigation for Impacts to Swainson's Hawk (<i>Buteo swainsoni</i>) in the Central Valley of California (CDFG, 1994). The area to be preserved will be confirmed as adequate Swainson's hawk habitat by CDFG. Proof of purchase of the property or a suitable conservation easement shall be provided to the City of Dixon prior to the start of construction of each project. The habitat purchase or purchase of development rights may be combined with land preserved to offset loss of agricultural lands as described in the mitigation for Impact 3.10-A.	Start: Project design Complete: Prior to start of construction for each project	Each project applicant	Community Development Dept.	
3.3-A.3	For all development within the Specific Plan area and for plan area-required off-site pipeline and roadway improvements, pre-construction surveys for burrowing owl should be conducted as outlined in CDFG's (1995) Staff Report on Burrowing Owl (<i>Athene cunicularia</i>) Mitigation. If active burrows are found, a qualified biologist should determine temporal restrictions on construction and/or grading activities. If owls need to be moved, they should be passively relocated prior to February 1 or after August 31 using standard methodologies described in CDFG's Staff Report on Burrowing Owl Mitigation (CDFG, 1995). As construction will likely take several years and owls could move on the site during the duration of construction, pre-construction surveys should be repeated prior to each phase of ground disturbance.	Start: Prior to construction of each project in each year where new land will be disturbed Complete: Completion of construction for each project	Each project applicant	Community Development Dept.	
3.3-B.1	Carry out Mitigation Measures 3.3-A.1 through 3.3-A.3				
3.3-C.1	Carry out Mitigation Measures 3.3-A.1 and 3.3-A.3				
3.3-C.2	Carry out Mitigation Measure 3.3-A.2				
3.3-D.1	Carry out Mitigation Measures 3.3-A.1 through 3.3-A.3				

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MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)

PARTY RESPONSIBLE FOR COMPLIANCE	PARTY RESPONSIBLE FOR IMPLEMENTATION	IMPLEMENTATION PHASE	MITIGATION MEASURE
Engineering Dept.	Each project applicant	<p>Start: Project design</p> <p>Complete: The traffic study shall be completed prior to the approval of each Tentative Subdivision Map. Installation of the improvement, if the traffic study warrants it, shall be completed prior to the issuance of triggering building permits for the project that triggers the need for the improvement. If the improvement is not warranted, or has already been completed, then payment of the fees shall be completed prior to approval of each building permit.</p>	<p>3.4-A.1 West A Street/Schroeder Road Intersection. The project applicant shall install a traffic signal at the West A Street/Schroeder Road intersection and provide right-turn overlap phasing with the southbound left-turn movement. The project applicant shall prepare a project-specific traffic analysis based on the EIR traffic study for each tentative map to confirm existing conditions and determine the specific mitigation timing that is required to maintain the City's LOS thresholds identified in General Plan Transportation and Circulation Element Policy 1. If triggered, implementation of this mitigation measure shall be completed prior to the issuance of triggering building permits for that individual tentative map. If the studies indicate that a project does not trigger an improvement, the project applicant shall participate in the financing plan for future public facility improvements approved in the Southwest Dixon Specific Plan. Implementation of this mitigation measure would provide acceptable LOS B operations during both the a.m. and p.m. peak hours under existing plus project conditions.</p>

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MITIGATION MONITORING AND REPORTING PROGRAM
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MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
<p>3.4-A.2</p> <p><u>West A Street/Batavia Road Intersection.</u> The project applicant shall modify the Specific Plan to eliminate the connection of Batavia Road to the eastbound I-80 on- and off-ramps and install a signal system to accommodate project traffic along West A Street (unless future studies show that some signals are not needed). Existing access to commercial uses at the intersection could remain. Although the traffic volumes at this intersection would satisfy the peak hour volume warrant for signalization, the installation of a traffic signal at the Eastbound I-80 Ramps/Batavia Road Intersection is not feasible because there would be insufficient storage for queued vehicles on the eastbound off-ramp, causing potential vehicle spillback onto I-80. The following lane configurations shall be provided at the West A Street/Gateway Drive and West A Street/Batavia Road intersections:</p> <p><u>West A Street/Gateway Drive</u></p> <ul style="list-style-type: none"> • Dual exclusive left-turn lanes and a shared through/right-turn lane on the northbound approach; • One exclusive left-turn lane and a shared through/right-turn lane on the southbound approach; • Dual exclusive left-turn lanes, two through lanes, and an exclusive right-turn lane on the eastbound approach; • One exclusive left-turn lane, two through lanes, and an exclusive right-turn lane on the westbound approach <p><u>West A Street/Batavia Road</u></p> <ul style="list-style-type: none"> • One exclusive left-turn lane and one exclusive right-turn lane on the northbound approach; • One through lane and an exclusive right-turn lane on the eastbound approach; and • One exclusive left-turn lane and one through lane on the westbound approach. <p>The project applicant shall prepare a project-specific traffic analysis based on the EIR traffic study for each tentative map to confirm existing conditions and determine the specific mitigation timing that is required to maintain the City's LOS thresholds identified in General Plan Transportation and Circulation Policy 1. If triggered, implementation of this mitigation measure shall be completed prior to the issuance of triggering building permits for that individual tentative map. If the studies indicate that a project does not trigger an improvement, the project applicant shall participate in the financing plan for future public facility improvements approved in the Southwest Dixon Specific Plan.</p>	<p>Start: Project design and finalization of the Specific Plan</p> <p>Complete: The required modification of the Specific Plan shall be completed prior to approval of the Specific Plan. The traffic study shall be completed prior to the approval of each Tentative Subdivision Map. Installation of the improvement, if the traffic study warrants it, shall be completed prior to the issuance of triggering building permits for the project that triggers the need for the improvement. If the improvement is not warranted, or has already been completed, then payment of the fees shall be completed prior to approval of each building permit.</p>	<p>SALG for the modification of the Specific Plan</p> <p>Each project applicant is responsible for the remainder of the mitigation measure</p>	<p>Engineering Dept.</p>

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MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)

MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
3.4-A.3 Eastbound I-80 Ramps/Batavia Road Intersection. Each project applicant shall implement Mitigation Measure 3.4-A.2			
3.4-A.4 West A Street/Gateway Drive Intersection. Each project applicant shall implement Mitigation Measure 3.4-A.2	Start: Project design	Each project applicant	Engineering Dept.
3.4-A.5 West A Street/Evans Road Intersection. The project applicant shall install a traffic signal at the West A Street/Evans Road intersection and widen the northbound, southbound, eastbound, and westbound approaches to provide the following turn lane configurations: <ul style="list-style-type: none"> • One exclusive left-turn lane and a shared through/right-turn lane on the northbound approach; • One exclusive left-turn lane, a shared through/right-turn lane, and an exclusive right-turn lane on the southbound approach; • One exclusive left-turn lane, one through lane, and a shared through/right-turn lane on the eastbound approach; and • One exclusive left-turn lane, one through lane, and a shared through/right-turn lane on the westbound approach. <p>The project applicant shall prepare a project-specific traffic analysis based on the EIR traffic study for each tentative map to confirm existing conditions and determine the specific mitigation timing that is required to maintain the City's LOS thresholds identified in General Plan Transportation and Circulation Element Policy 1. If triggered, implementation of this mitigation measure shall be completed prior to the issuance of triggering building permits for that individual tentative map. If the studies indicate that a project does not trigger an improvement, the project applicant shall participate in the financing plan for future public facility improvements approved in the Southwest Dixon Specific Plan.</p>	<p>Start: Project design</p> <p>Complete: The traffic study shall be completed prior to the approval of each Tentative Subdivision Map. Installation of the improvement, if the traffic study warrants it, shall be completed prior to the issuance of triggering building permits for the project that triggers the need for the improvement. If the improvement is not warranted, or has already been completed, then payment of the fees shall be completed prior to approval of each building permit.</p>	Each project applicant	Engineering Dept.
3.4-A.6 Pitt School Road/Eastbound I-80 Ramps Intersection. The project applicant shall install a traffic signal at the Pitt School Road/Eastbound I-80 Ramps Intersection and widen the eastbound approach to include an exclusive left-turn lane, one through lane, and an exclusive right-turn lane. In addition, provide right-turn overlap phasing on the northbound, eastbound, and westbound approaches. Installation of the traffic signal is included in the City of Dixon AB 1600 Facilities and Equipment Study (March 2000) as being funded by traffic impact fees imposed on new development. However, the proposed Specific Plan could require implementation of the improvements prior to their programmed installation. Therefore, the project applicant shall prepare a project-specific traffic analysis based on the EIR traffic study for each tentative map to confirm existing conditions and determine the specific mitigation timing that is required to maintain the City's LOS thresholds identified in General Plan Transportation and Circulation Policy 1. Once triggered, implementation of this mitigation measure shall be completed prior to the issuance of triggering building permits for that individual tentative map. If this intersection requires signalization and widening prior to the programmed installation of these improvements, then the project applicant shall be required to install the improvements and shall be reimbursed. If the traffic signal is installed prior to the programmed installation of these improvements, then the project applicant shall be responsible for widening the intersection and modifying the signal.	<p>Start: Project design</p> <p>Complete: The traffic study shall be completed prior to the approval of each Tentative Subdivision Map. Installation of the improvement, if the traffic study warrants it, shall be completed prior to the issuance of triggering building permits for the project that triggers the need for the improvement. If the improvement is not warranted, or has already been completed, then payment of the fees shall be completed prior to approval of each building permit.</p>	Each project applicant	Engineering Dept.

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MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
<p>3.4-A.7 West A Street/Pitt School Road Intersection. The project applicant shall install a traffic signal at the West A Street/Pitt School Road Intersection and widen the northbound, eastbound, and westbound approaches to provide the following turn lane configurations:</p> <ul style="list-style-type: none"> • One exclusive left-turn lane and a shared through/right-turn lane on the northbound approach; • One exclusive left-turn lane, two through lanes, and an exclusive right-turn lane on the eastbound approach; and • One exclusive left-turn lane, two through lane, and an exclusive right-turn lane on the westbound approach. <p>In addition, provide right-turn overlap phasing on the southbound, eastbound, and westbound approaches. Installation of the traffic signal is included in the City of Dixon AB 1600 Facilities and Equipment Study (March 2000) as being funded by traffic impact fees imposed on new development. However, the proposed project could require implementation of the improvements prior to their programmed installation in AB 1600. Therefore, the project applicant shall prepare a project-specific traffic analysis based on the EIR traffic study for each tentative map to confirm existing conditions and determine the specific mitigation timing that is required to maintain the City's LOS thresholds identified in General Plan Transportation and Circulation Element Policy 1. Once triggered, implementation of this mitigation measure shall be completed prior to the issuance of triggering building permits for that individual tentative map. If this intersection requires signalization and widening prior to the programmed installation of these improvements in AB 1600, then the project applicant shall be required to install the improvements and the City will negotiate with the applicant to determine reimbursement. If the traffic signal is installed prior to the programmed installation of these improvements in AB 1600, then the project applicant shall be responsible for widening the intersection and modifying the signal.</p>	<p>Start: Project design Complete: The traffic study shall be completed prior to the approval of each Tentative Subdivision Map. Installation of the improvement, if the traffic study warrants it, shall be completed prior to the issuance of triggering building permits for the project that triggers the need for the improvement. If the improvement is not warranted, or has already been completed, then payment of the fees shall be completed prior to approval of each building permit.</p>	<p>Each project applicant</p>	<p>Engineering Dept.</p>
<p>3.4-A.8 West A Street/Incoln Street Intersection. The project applicant shall install a traffic signal at the West A Street/Incoln Street Intersection and widen the northbound and southbound approaches to include a shared through/left-turn lane and an exclusive right-turn lane. In addition, provide right-turn overlap phasing on the northbound, southbound, and eastbound approaches. The project applicant shall prepare a project-specific traffic analysis based on the EIR traffic study for each tentative map to confirm existing conditions and determine the specific mitigation timing that is required to maintain the City's LOS thresholds identified in General Plan Transportation and Circulation Policy 1. Once triggered, implementation of this mitigation measure shall be completed prior to the issuance of triggering building permits for that individual tentative map.</p>	<p>Start: Project design Complete: The traffic study shall be completed prior to the approval of each Tentative Subdivision Map. Installation of the improvement, if the traffic study warrants it, shall be completed prior to the issuance of triggering building permits for the project that triggers the need for the improvement. If the improvement is not warranted, or has already been completed, then payment of the fees shall be completed prior to approval of each building permit.</p>	<p>Each project applicant</p>	<p>Engineering Dept.</p>

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MITIGATION MEASURE		IMPLEMENTATION PHASE		PARTY RESPONSIBLE FOR COMPLIANCE
		PARTY RESPONSIBLE FOR IMPLEMENTATION		
3.4-A.9	West A Street/North Adams Street Intersection. The project applicant shall reimburse the City for the cost to modify the traffic signal cycle length and green time allocations "spalls" at the West A Street/North Adams Street intersection. Signal timing modifications are done on a routine basis to account for change in demand and hourly variations in traffic flow. The reimbursement shall be completed prior to the issuance of building permits.	Start: Each Final Map. Complete: City shall use the traffic study prepared for each project to confirm traffic and determine needed modifications to signal timing and fee. Fee shall be assessed at time of each triggering building permit.	City	Engineering Dept.
3.4-A.10	West A Street/First Street Intersection. The project applicant shall install a traffic signal at the West A Street/First Street intersection and re-stripe the eastbound and westbound approaches to provide one exclusive left-turn lane and a shared through/right-turn lane, which will require the elimination of about 24 existing on-street parallel parking spaces. These improvements are consistent with the recommendations that were identified in the City of Dixon First Street (SR 113) and A Street Intersection Operations Study (January 10, 2007). Installation of the traffic signal is included in the City of Dixon AB 1600 Facilities and Equipment Study (March 2006). This improvement is funded with construction anticipated in 2003. If construction of this improvement does not occur as anticipated, the project applicant shall prepare a project-specific traffic analysis based on the EIR traffic study for each tentative map to confirm existing conditions and determine the specific mitigation timing that is required to maintain the City's LOS thresholds identified in General Plan Transportation and Circulation Policy 1. Once triggered, implementation of this mitigation measure shall be completed prior to the issuance of triggering building permits for that individual tentative map. If this intersection requires signalization and re-striping prior to the programmed installation of these improvements in AB 1600, then the project applicant shall be required to install the improvements and the City will negotiate with the applicant to determine reimbursement.	Start: Project design and finalization of the Specific Plan Complete: The traffic study shall be completed prior to the approval of each Tentative Subdivision Map. Installation of the improvement, if the traffic study warrants it, shall be completed prior to the issuance of triggering building permits for the project that triggers the need for the improvement. If the improvement is not warranted, or has already been completed, then payment of the fees shall be completed prior to approval of each building permit. [NOTE: This signal improvement was just completed. Development projects will pay their fair share of this improvement through payment of AB 1600 fees.]	Each project applicant	Engineering Dept.
3.4-B.1	The project applicant shall modify the proposed street classifications and street cross-sections to be consistent with the standards identified in the City of Dixon Engineering Dept. Design Standards & Construction Specifications or standards developed in the Specific Plan and approved by the City.	Start: Finalization of the Specific Plan Complete: Adoption of Specific Plan	SALG	Engineering Dept.
3.4-C.1	For segments of Batavia Road, Pitt School Road, and South Lincoln Street that are located within the Specific Plan area, the project applicant shall modify the proposed street classifications and roadway cross-sections to be substantially consistent with the standards identified in the City of Dixon Engineering Dept. Design Standards & Construction Specifications or standards developed in the Specific Plan and approved by the City.	Start: Finalization of the Specific Plan Complete: Adoption of Specific Plan	SALG	Engineering Dept.
3.4-C.2	For segments of Batavia Road and Pitt School Road located outside the plan area in unincorporated Solano County, the project applicant shall make a fair-share contribution toward reconstruction of the road to meet Solano County standards. The fair-share contribution would be based on the project's traffic contribution relative to existing traffic on the roadway. South Lincoln Street between the plan area and Porter Road shall be reconstructed to meet City and/or County standards upon completion of construction of underground infrastructure utilities such as storm drainage, water, and sewer pipes.	Start: Project design Complete: Approval of each Final Subdivision Map or approval of each Improvement Plan for non-residential projects	Each project applicant	Engineering Dept.

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MITIGATION MONITORING AND REPORTING PROGRAM
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MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
3.4-D.1 Each project applicant shall confer with the City and per City direction, if warranted, identify bus stops on the Tentative Subdivision Map.	Start: Project design Complete: Approval of each Tentative Subdivision Map or approval of each Improvement Plan for non-residential projects	Each project applicant	Community Development Dept.
3.4-E.1 Each project applicant shall confer with the City and per City direction, if warranted, identify bus stops on the Tentative Subdivision Map. The applicant for the commercial property on the Evans Ranch property shall be responsible for identifying the location of a park-and-ride facility.	Start: Project design Complete: Approval of each Tentative Subdivision Map or approval of the Improvement Plan for non-residential development on the Evans Ranch property	Each project applicant	Community Development Dept.
3.4-F.1 As a condition of all development approvals, each project applicant shall prepare a project-specific traffic analysis based on the traffic study presented in this EIR to determine their responsibilities for intersection improvements and pro-rata share of mitigations for cumulative impacts. City staff shall review and approve each project-specific traffic analysis before development approval. These are Mitigation Measures 3.4-A.1 through 3.4-A.10.	Same as Mitigation Measures 3.4-A.1 through 3.4-A.10.		
3.4-F.2 The project applicant shall install a traffic signal at the Pitt School Road/Westbound 1-80 ramps intersection. No project-specific phasing program has been submitted with the Specific Plan and no housing allocations have been awarded, so mitigation timing is unknown at this time. Therefore, the project applicant shall prepare a project-specific traffic analysis based on the EIR traffic study for each tentative map to confirm existing conditions and determine the specific mitigation timing that is required to maintain the City's LOS thresholds identified in General Plan Transportation and Circulation Element Policy 1. If triggered, implementation of this mitigation measure shall be completed prior to the issuance of triggering building permits for that individual tentative map. If the studies indicate that a project does not trigger an improvement, the project applicant shall participate in the financing plan for future public facility improvements approved in the Southwest Dixon Specific Plan.	Start: Project design Complete: The traffic study shall be completed prior to the approval of each Tentative Subdivision Map. Installation of the improvement, if the traffic study warrants it, shall be completed prior to the issuance of triggering building permits for the project that triggers the need for the improvement. If the improvement is not warranted, or has already been completed, then payment of the fees shall be completed prior to approval of each building permit.	Each project applicant	Engineering Dept.
3.4-F.3 The project applicant shall install a traffic signal at the Pitt School Road/Arly Lane intersection. No project-specific phasing program has been submitted with the Specific Plan and no housing allocations have been awarded, so mitigation timing is unknown at this time. Therefore, the project applicant shall prepare a project-specific traffic analysis based on the EIR traffic study for each tentative map to confirm existing conditions and determine the specific mitigation timing that is required to maintain the City's LOS thresholds identified in General Plan Transportation and Circulation Element Policy 1. If triggered, implementation of this mitigation measure shall be completed prior to the issuance of triggering building permits for that individual tentative map. If the studies indicate that a project does not trigger an improvement, the project applicant shall participate in the financing plan for future public facility improvements approved in the Southwest Dixon Specific Plan.	Start: Project design Complete: The traffic study shall be completed prior to the approval of each Tentative Subdivision Map. Installation of the improvement, if the traffic study warrants it, shall be completed prior to the issuance of triggering building permits for the project that triggers the need for the improvement. If the improvement is not warranted, or has already been completed, then payment of the fees shall be completed prior to approval of each building permit.	Each project applicant	Engineering Dept.

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MITIGATION MONITORING AND REPORTING PROGRAM

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MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
3.4-G.1 The proposed Specific Plan roadway circulation system, including street classifications and cross-sections, shall be modified as described in the Mitigation Measures 3.4-B.1 and 3.4-C.1 above. The five proposed projects shall be modified as necessary to reflect these changes.	Start: Project design and finalization of the Specific Plan Complete: The changes shall be incorporated into each Tentative Subdivision Map. Start: Project design	Each project applicant	Engineering Dept.
3.4-H.1 Each project applicant shall confer with the City and per City direction, if warranted, identify bus stops on the Tentative Subdivision Map.	Complete: Approval of each Tentative Subdivision Map Start: Project design	Each project applicant	Community Development Dept.
3.4-I.1 Each project applicant shall confer with the City and per City direction, if warranted, identify bus stops on the Tentative Subdivision Map.	Complete: Approval of each Tentative Subdivision Map Start: Project design	Each project applicant	Community Development Dept.
3.4-J.1 The project applicant shall participate in the road financing program in effect at the time for Specific Plan approval. A financing program is being developed to fund the improvements identified in the City of Dixon Draft Street Master Plan. The fee mechanism shall be established to fully fund necessary roadway/freeway improvements prior to approval of any tentative maps or issuance of building permits within the boundaries of the Specific Plan. These fees shall subsequently be charged for all development that proceeds in the Specific Plan area.	Complete: Fees shall be set before the first Tentative Subdivision Map is approved and shall be paid before each building permit is issued. Start: Tentative Subdivision Maps and Improvement Plans	City	Community Development Dept.

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MITIGATION MONITORING AND REPORTING PROGRAM
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MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
<p>3.5-A.1 Measures recommended by YSAOMD plus additional measures to reduce PM10 and ozone precursor pollutants include:</p> <ol style="list-style-type: none"> 1. Water all active construction areas at least twice daily and more often during windy periods. Active areas adjacent to residences should be kept damp at all times. 2. Cover all hauling trucks or maintain at least two feet of freeboard. Dust-proof chutes shall be used as appropriate to load debris onto trucks during demolition. 3. Pave, apply water daily, or, as appropriate, apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites. 4. Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas and sweep streets daily (with water sweepers) if visible soil material is deposited onto the adjacent roads. 5. Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas that are inactive for 10 days or more). 6. Enclose, cover, water twice daily, or apply (non-toxic) soil binders to exposed stockpiles. 7. Limit traffic speeds on any unpaved roads to 15 mph. 8. Install sandbags or other erosion control measures to prevent silt runoff to public roadways. 9. Replant vegetation in disturbed areas as quickly as possible. 10. Install wheel washers for all exiting trucks, or wash off the tires or tracks of all trucks and equipment leaving the site. 11. Install wind breaks, or plant trees/vegetative wind breaks at the windward side(s) of construction areas. 12. Suspend excavation and grading activity when winds exceed 25 mph and dust clouds extend beyond construction areas. 13. Limit the area subject to excavation, grading, and other construction activity at any one time. 14. Properly maintain construction equipment and avoid unnecessary idling near residences. 15. Where feasible, 20 percent of the heavy-duty off-road equipment included in the construction inventory shall be powered by CARB certified off-road engines (i.e., 175hp-750hp, 1996 and newer engines; 100hp-174hp, 1997 and newer engines, and 50hp-99hp, 1998 and newer engines). Construction contractors will maintain records to demonstrate compliance. 16. Where reasonable and feasible, use cleaner burning (low NOx and low PM) diesel fuels. 17. At least once per month, the City of Dixon Engineering Dept. Department shall ensure that construction mitigation measures are in place. 	<p>Start: from the start of construction of each project</p> <p>Complete: Throughout construction phase until construction is complete</p>	<p>Each project applicant and their contractors</p>	<p>Engineering Dept. and Building Inspector</p>

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MITIGATION MONITORING AND REPORTING PROGRAM

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MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
<p>3.5-B.1</p> <p>The following mitigation measures would indirectly reduce air pollutant emissions. The City should consider requiring these design recommendations as Specific Plan development standards.</p> <ol style="list-style-type: none"> 1. Pedestrian facilities. Pedestrian access should be maximized for each project within the plan area. Developers should provide pedestrian egress at the ends of cul-de-sacs wherever feasible. Similarly, access should be provided from medium/high density residential homes to the shopping area facing Gateway Drive. 2. Street standards. To encourage walking and bicycling, the City could require narrower streets. The City may wish to consider limiting on-street parking on local streets and cul-de-sacs. However, it is recognized that the City may determine that narrower streets are not desirable due to safety and emergency access needs. If long road sections are allowed, then traffic calming features should be incorporated into the design. 3. Safe crossing points. Safe crossings should be designated at all intersections along Gateway Drive, North Parkway, and South Parkway. These crossings should utilize well-marked crosswalks, where warranted, and a central median (refuge). These safe crossings should be developed with input from the Dixon Unified School District. 4. School transit. Because parents driving children to and from school is a major source of local trips, the City could require that developers finance school bus service to serve all projects within the plan area. 5. Commuter facilities. The park and ride facility described in Policy 6.4.3 of the Draft Specific Plan shall be developed. The City shall determine the location and size of this facility. Consistent with implementation Program 6.4a of the Draft Specific Plan, commercial facilities within 0.5 mile of Interstate 80 should designate 5 percent or more of their peripheral parking spaces for park and ride use. These spaces should be near Interstate 80 on and off ramps. 6. Transit infrastructure. Consistent with implementation Program 6.4b of the Draft Specific Plan, provide bus turnouts, covered benches, signage, and other facilities that serve local residents. The City and local transit providers should determine the location of these facilities. 	<p>Start: Finalization of Specific Plan</p> <p>Complete: The City may require any or all of these recommendations when adopting the Final Specific Plan</p>	<p>SALG and each project applicant</p>	<p>Engineering Dept., Community Development Dept. and Building Inspector</p>

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MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
<p>3.5-B.1 continued</p> <p>7. Shade trees and landscaping. Trees (approved by the City) should be planted along streets and in parking lots sufficient to shade approximately 50 percent of the asphalt on a typical summer afternoon within 10 years.</p>			
<p>8. Encourage use of electrical/natural gas appliances and vehicles. For all dwelling units, provide outdoor electrical outlets and encourage use of electrical landscape maintenance equipment. Also, provide electrical outlets for recharging electrical automobiles in commercial and industrial parking lots as well as new residences. Provide 220 V outlets in each residential garage suitable for electrical auto recharging. Provide a natural gas outlet at the back of each unit.</p>			
<p>9. Encourage use of solar power. Consider use of solar water heating in commercial, industrial and residential units. As an alternative, use additional insulation, better windows and doors, and other energy conservation measures sufficient to reduce energy use.</p>			
<p>10. Woodburning restrictions. If the City adopts a policy or ordinance restricting the use of inefficient combustion wood stoves or fireplaces, based on regional air quality conditions, residences or commercial establishments not yet constructed will be required to comply with the new policy or ordinance.</p>			
<p>11. Neighborhood commercial development. To reduce motor vehicle trips, the City could consider allowing or requiring small neighborhood commercial centers (e.g., convenience market, video rentals, etc.) on the North Parkway and/or Pitt School Road.</p>			
<p>3.5-D.1 As a condition of approval, new projects in the Southwest Dixon Specific Plan Area shall comply with all rules of the YSAQMD regarding control of toxic air contaminants and odors.</p>	<p>Start: Project design</p> <p>Complete: Approval of Improvement Plans for all projects containing commercial or industrial development</p>	<p>Each applicant proposing commercial or industrial development</p>	<p>Community Development Dept. and Building Inspector</p>
<p>3.5-D.2 All new applications for industrial and commercial projects will submit a list of all materials and processes that could possibly emit toxic air contaminants or odors into the environment. The City will request YSAQMD to review the list to determine whether there is a potential for human health risk from these materials and processes. If YSAQMD determines that there is a risk that contaminants or odors could escape into the air and potentially cause a risk or nuisance to residents in the area, a Human Health Risk Assessment shall be prepared. If that Assessment determines that emissions would result in exceedances of YSAQMD, State, or Proposition 65 standards, the project will be denied unless changes are made to reduce emissions or odors to safe levels.</p>	<p>Start: Project design</p> <p>Complete: Approval of Improvement Plans for all projects containing commercial or industrial development</p>	<p>Each applicant proposing commercial or industrial development</p>	<p>Community Development Dept. and YSAQMD</p>
<p>3.5-F1 and 3.5-G.1 Carry out Mitigation Measures 3.5-A.1 and 3.5-B.1</p>			

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MITIGATION MONITORING AND REPORTING PROGRAM

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MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
<p>3.6-A.1 A design-level noise study shall be performed for all subdivision maps where noise would exceed 60 dBA Ldn. The noise study will include noise attenuation design features to reduce exterior noise levels to below 60 dBA Ldn, or to the maximum degree feasible if a level of 60 dBA Ldn cannot be achieved. If quiet pavement is proposed, the noise study shall determine whether this paving adequately reduces noise levels to below 60 dBA Ldn, or whether additional mitigation is required. A report shall be prepared for the City of Dixon for all single-family residential units proposed within the 60 dBA Ldn noise contour distances of local streets to show that future noise levels will not exceed 60 dBA Ldn or not exceed the ambient noise caused by I-80 and the railroad.</p>	<p>Start: Subdivision design Complete: Approval of each Tentative Subdivision Map</p>	<p>Each applicant for a residential project</p>	<p>Community Development Dept.</p>
<p>3.6-A.2 Incorporate noise insulation treatments in residential units as necessary to achieve "acceptable" interior noise levels. All single- and multi-family residential land uses located within the 60 dBA Ldn contour distances shall be designed such that the indoor Ldn level shall not exceed 45 dBA. The designs for housing shall be reviewed by an acoustical specialist, and the necessary noise control treatments included in the project design. All such units shall be provided forced-air mechanical ventilation systems so that windows may be closed for noise control at the occupants' discretion. Additional noise control treatments could include sound rated windows and doors. A report shall be prepared following the requirements of Title 24, Part 2 of the California Administrative Code for all multi-family housing proposed within the 60 dBA Ldn noise contour distances. A similar report shall be prepared for the City of Dixon for all single-family residential units proposed within the 60 dBA Ldn noise contour distances to show how interior noise levels will be reduced to below 60 dBA Ldn, or not exceed ambient noise levels generated by traffic on I-80 and by the railroad operations.</p>	<p>Start: Subdivision design Complete: Approval of each Tentative Subdivision Map</p>	<p>Each applicant for a residential project</p>	<p>Community Development Dept.</p>
<p>3.6-B.1 A design level noise study, as recommended for Impact 3.6-A, shall be conducted to identify feasible measures to reduce plan area-generated traffic noise to less than a 3 dBA increase along West A Street between Gateway Drive and Almond Street and along Pitt School Road between West H Street and South Parkway. Measures may include paving or re-paving with quiet pavement and/or expansion of existing soundwalls.</p>	<p>Start: Project design Complete: Approval of each Tentative Subdivision Map or Improvement Plan for non-residential projects</p>	<p>Each applicant</p>	<p>Community Development Dept.</p>

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MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
<p>3.6.C.1</p> <p>Implement construction noise control measures at all construction sites. The following measures are recommended and should be added as implementation programs.</p> <ul style="list-style-type: none"> Noise-generating activities at the construction site or in areas adjacent to the construction site associated in any way with new development on the plan area should be restricted to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. No noise-generating construction activities within 500 feet of residences should occur on Saturdays, Sundays, or holidays. Equip all internal combustion engine driven equipment with intake and exhaust mufflers which are in good condition and appropriate for the equipment. Unnecessary idling of internal combustion engines should be strictly prohibited. Avoid staging of construction equipment within 200 feet of residences and locate all stationary noise-generating construction equipment, such as air compressors and portable power generators, as far practical from existing noise-sensitive receptors. Construct temporary barriers to screen stationary noise-generating equipment when located in areas adjoining noise sensitive land uses. Utilize "quiet" air compressors and other stationary noise sources where technology exists, and is feasibly employable. Route all construction traffic to and from the project site via designated truck routes. Prohibit construction-related heavy truck traffic in residential areas where feasible. Prohibit construction-related heavy truck traffic in the project vicinity prior to 7:00 a.m. or after 7:00 p.m. on allowable construction days. Control noise from construction workers' radios to the point where they are not audible at existing residences bordering the project site. Notify residents within 500 feet of the project site of the construction schedule in writing. Designate a "noise disturbance coordinator" who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and would require that reasonable measures warranted to correct the problem be implemented. Conspicuously post a telephone number for the disturbance coordinator at the construction site and include it in the notice sent to neighbors regarding the construction schedule. (The City should be responsible for designating a noise disturbance coordinator and the individual project sponsor should be responsible for posting the phone number and providing construction schedule notices.) 	<p>Start: Prior to construction of each project. The requirements will be included in the contract for each contractor working in the plan area.</p> <p>Complete: Completion of construction</p>	<p>Each applicant and their contractors.</p> <p>The Community Development Dept. shall designate the noise disturbance coordinator.</p>	<p>Community Development Dept., Engineering Dept. and Building Inspector</p>

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MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
3.6-D.1	<p>Start: Project design</p> <p>Complete: Adoption of Improvement Plan for any project containing a hotel or motel.</p> <p>Start: Project design</p>	Each applicant proposing a hotel or motel	Community Development Department
3.6-D.2	<p>Complete: Adoption of Improvement Plan for each non-residential project. The City will monitor to ensure that design-level mitigations are implemented.</p>	Each applicant for a non-residential project	Community Development Department
3.6-D.3	<p>Start: Park design</p> <p>Complete: Approval of park plan</p>	City	Recreation and Community Services Dept.
3.6-D.4	<p>Start: Road design</p> <p>Complete: Approval of road plan</p>	City	Engineering Dept.
3.6-D.5	<p>Start: Pump design</p> <p>Complete: Building Permit for Southwest Water Facility. City will monitor to ensure the facility is insulated as required.</p>	DSMWS (SID)	Engineering Dept.
3.6-E.1			
3.6-F.1			
3.6-G.1			

An acoustical study prepared by a qualified acoustical consultant will be required for any proposed hotels or motels. The study will recommend design-level mitigation measures to provide acceptable interior levels within the guest rooms.

An acoustical study prepared by a qualified acoustical consultant will be required for any other type of non-residential land use. This study will identify all on-site noise sources, including groundborne noise and vibrations, generated by the project and the effect on nearby residences. On-site noise generated by the proposed project will not be allowed to create additional noise at nearby residences that would exceed 60 dBA Ldn in the outdoor living space or 45 dBA Ldn in interior living spaces. If the noise levels at existing residences exceed 60 dBA Ldn prior to project operation, then the project-generated noise would not be allowed to exceed the then existing Ldn. The acoustical study may recommend mitigation measures that would reduce noise impacts to the acceptable levels described above.

Groundborne vibrations will not be allowed to be noticeable at the nearest residence.

The acoustical study shall also examine periodic noise events such as back-up beepers, idling delivery trucks, and periodic machine noise. Design-level mitigation measures shall be included to ensure that nearby residents are not exposed to periodic noise occurring on a regular basis.

Construct ballfields on the community park site as near the south end of the park site as feasible. If an alternate location is proposed closer to West A Street, the City will consider appropriate mitigation measures to reduce noise to nearby residents during the design and approval process for the ballfields.

As part of the project-level CEQA review for the future arterial between Pitt School Road and South First Street, conduct an acoustic analysis of the effects of traffic on that street on residences near the street. If noise levels would increase ambient noise levels by greater than 3 dBA Ldn, require the use of quiet pavement or other noise reduction techniques that reduce the noise increase to less than 3 dBA Ldn, or provide soundwalls or berms between the road and residences to reduce the noise increase to less than 3 dBA Ldn.

Insulate the pump at the Southwest Water Facility so that it does not exceed ambient noise levels (including freeway and railroad noise) at the nearest residential property.

Carry out Mitigation Measures 3.6-A to 3.6-D

Carry out Mitigation Measures 3.6-A to 3.6-D

Implement construction noise control measures at all construction sites as stated in Impact 3.6-C.1

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MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
<p>3.6-H.1</p> <p>Carry out the following measures for Evans Ranch:</p> <p>Construct open space buffers or noise barriers to shield common outdoor use areas in multi-family residential developments and private outdoor use areas of single-family residential units from traffic noise generated along arterial and collector roadways or noise generated by commercial land uses where noise levels exceed 60 dBA Ldn.</p> <p>The specific heights and limits of noise barriers or open space buffer zones cannot be determined until final grading plans are developed for the project. A future noise analysis will determine the height of noise barriers (expected to be between six and fourteen feet, assuming the noise source, barrier, and outdoor use areas are at the same elevation). The final design of the noise barriers will be reviewed by an acoustic engineer prior to approval of the subdivision map for the project. A report shall be prepared for the City of Dixon for all single-family residential units proposed within the 60 dBA Ldn noise contour distances to show that future noise levels will remain below 60 dBA Ldn or not exceed ambient noise levels generated by traffic on I-80 and by the railroad operations.</p> <p>Alternatively, pave or re-pave streets with "quiet" pavement. A design-level acoustical study will be conducted to show whether such paving reduces traffic-generated noise on local streets to less than 60 dBA Ldn or does not exceed ambient noise levels generated by traffic on I-80 and by the railroad operations. It is possible that noise barriers may not be required on all or some of the affected streets if such alternate methods are employed.</p>	<p>Start: Residential project design</p> <p>Complete: Approval of Tentative Subdivision Map for Evans Ranch. The City shall monitor to ensure that the design level noise mitigations are implemented.</p>	<p>Evans Ranch residential project applicant</p>	<p>Community Development Dept.</p>
<p>3.6-H.2</p> <p>Carry out the following measure for Evans Ranch:</p> <p>Incorporate noise insulation treatments in residential units as necessary to achieve "acceptable" interior noise levels. All single- and multi-family residential land uses located within the 60 dBA Ldn contour distances should be designed such that the indoor Ldn level shall not exceed 45 dBA. The designs for housing shall be reviewed by an acoustical specialist and the necessary noise control treatments included into the project design. All such units shall be provided forced-air mechanical ventilation systems so that windows may be closed for noise control at the occupants' discretion. Additional noise control treatments could include sound rated windows and doors. A report shall be prepared following the requirements of Title 24, Part 2 of the California Administrative Code for all multi-family housing proposed within the 60 dBA Ldn noise contour distances.</p>	<p>Start: Residential project design</p> <p>Complete: Approval of Tentative Subdivision Map for Evans Ranch. The City shall monitor to ensure that the design level noise mitigations are implemented. A report shall be submitted following the requirements of Title 24, Part 2 of the California Administrative Code for all multi-family housing proposed within the 60 dBA Ldn noise contour distances.</p>	<p>Evans Ranch residential project applicant</p>	<p>Community Development Dept.</p>
<p>3.6-J & 3.6-K</p> <p>Carry out Mitigation Measures 3.6-H.1 and 3.6-H.2 for Orchard Estates. If sound barriers are required, they would need to be between six and nine feet tall.</p>	<p>Start: Residential project design</p> <p>Complete: Approval of Tentative Subdivision Map for Orchard Estates. Monitoring will be done as indicated in 3.6-H1 and 2.</p>	<p>Orchard Estates project applicant</p>	<p>Community Development Dept.</p>

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3.6-K Carry out Mitigation Measures 3.6-H.1 and 3.6-H.2 for Dixon Ridge. If sound barriers are required, they would need to be between six and thirteen feet tall.	Start: Residential project design Complete: Approval of Tentative Subdivision Map for Dixon Ridge. Monitoring will be done as indicated in 3.6-H1 and 2.	Dixon Ridge project applicant	Community Development Dept.
3.6-M.1 The same mitigation measures recommended for Impact 3.6-B will apply. It is possible that the use of quiet pavement could reduce year 2005 cumulative noise impacts to less than a 3 dBA increase. If use of this pavement does not adequately reduce noise, then sound barriers could be required due to the combination of plan area buildout and other new development in the City. The City will monitor traffic noise on the affected streets and determine if and when sound barriers are needed. Specific Plan area developers and other new development generating traffic on the affected streets will pay for this monitoring. If sound walls are required, they will be financed by Specific Plan area developers and other new development.	Start: Residential project design Complete: The noise study will be completed prior to approval of each Tentative Subdivision Map or Improvement Plan for non-residential projects. Repaving of streets off the plan area will be completed per the schedule established in the noise study. If repaving does not reduce noise sufficiently, City monitoring of noise will continue until buildout of the plan area or installation of appropriate sound barriers.	Each project applicant is responsible for a noise study and fair share of repaving costs. [City must delineate fair share] City is responsible for traffic monitoring (if warranted)	Engineering Dept.

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MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
<p>3.7-A.1</p> <p>The following mitigations will be added as Implementation Programs under Goal 2.2 of the Specific Plan.</p> <ol style="list-style-type: none"> 1. Prior to approval of development in the area designated Employment Center a landscaping plan for the Interstate 80 frontage shall be designed by a qualified landscape architect. This plan shall include provisions for the following: <ol style="list-style-type: none"> a. The species of trees to be planted will be trees capable of growing and surviving in the Dixon climate. b. The trees will be capable of growing to a height of at least 30-feet tall within the shortest time feasible, but no more than ten years. c. Trees shall be planted close enough together to provide thorough screening. Alternatively, the trees that will eventually provide canopy screening can be interplanted with shrubs or small trees in the foreground that will provide dense screening from 6-12 feet in height. d. The City should consider whether the landscaping should provide more than a "screen." Given the importance of this freeway frontage, the landscaping plan should include a variety of native and non-native shrubs west of the trees. These shrubs should include flowering species. The City may also wish to require plantings of native and non-native wildflowers west of the shrubs to provide additional color and visual interest. e. The landscaping plan shall show how each of these landscape components would be placed within the landscaping buffer. If the City requires more than simply a line of screening trees, then the buffer may need to be widened in order to provide foreground flowers, midground flowering shrubs and small trees, and background taller evergreen trees. The width of the landscaping buffer will be determined once a satisfactory landscaping plan is designed and adopted by the City. In some locations, it is expected that the buffer would need to be at least 50 feet wide. f. A complete fertilization, irrigation, and landscape maintenance program shall be included for all landscape components. 	<p>Start: Development of the Final Specific Plan and project design for the area designated Employment Center</p> <p>Complete: Approval of Improvement Plan for the Employment Center area</p>	<p>SALG responsible for inclusion in the Final Specific Plan.</p> <p>Project applicant for Employment Center property</p>	<p>Community Development Dept.</p>

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MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
<p>3.7-A.2</p> <p>The Specific Plan shall identify which entity is responsible for the planting of the Interstate 80 frontage landscaping and its maintenance. The responsible entity will ensure that all trees and shrubs that die are replanted within the next growing season. Maintenance and replanting of dead or diseased trees and shrubs will be the responsibility of the responsible entity for at least 10 years or whatever duration determined desirable by the City of Dixon. Similarly, if wildflowers or other flowering herbaceous species are required for the foreground portion of the landscape buffer, the responsible entity will be responsible for replanting said species if they do not naturally reseed. The City will determine when the flowering plant population has declined to a point where it needs to be replanted or supplemented with additional seeding/plantings.</p>	<p>Start: Finalization of the Specific Plan</p> <p>Complete: Ten years after the installation of the landscaping</p>	<p>SALG for including the provisions in the Final Specific Plan.</p> <p>Property owner or applicant for development of the property abutting I-80 (or another entity if the Final Specific Plan identifies another entity as responsible)</p>	<p>Community Development Dept.</p>
<p>3.7-A.3</p> <p>An overall design plan shall be prepared by the developer for the General Commercial development on the Evans Ranch property. Subsequent applications to develop other General Commercial, Highway Commercial, and Employment Center sites will be required to be consistent with the design motif of the commercial development on the Evans Ranch site unless the City determines that an alternative design motif is aesthetically pleasing and acceptable.</p>	<p>Start: Project design for the Evans Ranch Commercial Development</p> <p>Complete: Approval of the Improvement Plan for the Evans Ranch commercial development and approval of Improvement Plans for subsequent development in the General Commercial, Highway Commercial, and Employment Center areas.</p>	<p>Applicants for all non-residential projects</p>	<p>Community Development Dept.</p>
<p>3.7-A.4</p> <p>Night lighting of non-residential buildings will be limited to the minimum number needed. Other lighting requirements include:</p> <ol style="list-style-type: none"> Lighted commercial signs, other than the Gateway tower sign discussed in Impact 3.7-B, should not be visible from the freeway south of West A Street. All lighting shall be shielded and directed downward. Lighting elements will be recessed within fixtures to prevent glare. High-angle, high-candela lighting distribution shall be prohibited. Lighting fixtures will be selected so they can be further shielded after installation, if a problem is identified. Because light trespass effects are subjective and site-specific, quantifiable criteria (such as controlling the amount of luminescence or restricting certain angles of lighting) usually cannot be identified. For this reason, project applicants shall consult a lighting design specialist to determine light source locations, light intensities, and types of light sources for all non-residential development. A lighting plan for non-residential development, roadways, and public areas shall be developed and incorporated into final project plans. 	<p>Start: Project design for all commercial/industrial development</p> <p>Complete: Design Review. City shall monitor to ensure lighting is installed per the lighting plan.</p>	<p>Project applicants for commercial/industrial projects</p>	<p>Community Development Dept.</p>

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MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
<p>3.7-B.1</p> <p>The following mitigation measures shall be added as an Implementation Program under Goal 2.2, Community Design, of the Specific Plan.</p> <p>Prior to Specific Plan approval, the City should determine whether the tall lower sign is allowable per the Zoning Ordinance. If the sign is not permitted, then reference to said sign should be deleted from the Specific Plan. If this sign is allowed, the sign shall be designed by a qualified architect or sign designer. The design and the information to be placed on the sign shall be subject to Design Review.</p>	<p>Start: Finalization of the Specific Plan</p> <p>Complete: Approval of the Specific Plan. If the sign is allowed, then the mitigation would be completed at the Design Review stage.</p>	<p>SALG</p> <p>Project applicant if sign allowed</p>	<p>Community Development Dept.</p>
<p>3.7-B.2</p> <p>The following mitigation measures shall be added as an Implementation Program under Goal 2.2, Community Design, of the Specific Plan.</p> <p>Commercial signs facing residential areas shall be limited in size and illumination so as to limit visual and light intrusion into residential areas. The signs can announce the presence of a business or subdivision but should not be so large or bright as to be visually prominent from adjacent residential areas.</p>	<p>Start: Finalization of the Specific Plan</p> <p>Complete: Design Review</p>	<p>SALG</p> <p>Project applicants</p>	<p>Community Development Dept.</p>
<p>3.7-B.3</p> <p>The following mitigation measures shall be added as an Implementation Program under Goal 2.2, Community Design, of the Specific Plan.</p> <p>A lighting plan and the other lighting mitigations recommended under Mitigation Measure No. 4 for Impact 3.7-A shall be required.</p>	<p>Start: Finalization of the Specific Plan</p> <p>Complete: Design Review</p>	<p>SALG</p> <p>Project applicants</p>	<p>Community Development Dept.</p>
<p>3.7-B.4</p> <p>The following mitigation measures shall be added as an Implementation Program under Goal 2.2, Community Design, of the Specific Plan.</p> <p>The landscaping along the south edge of West A Street will include shrubs and small trees planted between the larger trees proposed in the Specific Plan. The aim of this landscaping will be to provide a vegetative screen towards the commercial center and highway commercial uses. The landscaping buffer along the frontage of the commercial development shall be of sufficient width to allow screening of parked cars; this width may exceed the minimum widths set forth in the Dixon Zoning Ordinance. While the screening will not be total due to intervening streets and driveways, the resulting screening will soften the appearance of the new commercial development and parking lots. This additional landscaping will be included as a component in a landscaping plan which will be required for all new non-residential development fronting West A Street. The landscaping could also include low-growing flowering plants. All landscaping will be subject to a landscape maintenance plan.</p>	<p>Start: Finalization of the Specific Plan</p> <p>Complete: Design Review</p>	<p>SALG</p> <p>Project applicants</p>	<p>Community Development Dept.</p>
<p>3.7-B.5</p> <p>The following mitigation measures shall be added as an Implementation Program under Goal 2.2, Community Design, of the Specific Plan.</p> <p>An overall design plan shall be prepared by the developer for the General Commercial development on the Evans Ranch property. Subsequent applications to develop other General Commercial, Highway Commercial, and Employment Center development will be required to be consistent with the design motif of the commercial development on the Evans Ranch site unless the City determines that an alternative design motif is aesthetically pleasing and acceptable.</p>	<p>Start: Finalization of the Specific Plan and project design for the Evans Ranch Commercial Development</p> <p>Complete: Approval of the Improvement Plan for the Evans Ranch commercial development and approval of Improvement Plans for subsequent development in the General Commercial, Highway Commercial, and Employment Center areas.</p>	<p>SALG</p> <p>Applicants for all non-residential projects</p>	<p>Community Development Dept.</p>

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3.7-B.6	<p>The following mitigation measures shall be added as an implementation Program under Goal 2.2, Community Design, of the Specific Plan.</p> <p>Prior to development of the Community Park, a lighting plan shall be prepared consistent with Implementation Program 7.6e of the Draft Specific Plan. As far as feasible, ballfield lighting shall be directed and/or shielded so as to not create glare at existing residences on the north side of West A Street and the east side of Pitt School Road south of West A Street. Developers of all residences adjacent to the community park that are to be constructed prior to full park development shall notify in writing potential buyers that a park complete with lighted ballfields will be constructed on the park site.</p>	<p>Start: Finalization of the Specific Plan and park design</p> <p>Complete: Design Review of the park and time of sale for residences constructed prior to park completion</p>	<p>SALG City Recreation and Community Services Department (park lighting plan) Project applicants (for projects with homes adjacent to the park built prior to park completion)</p>	<p>Community Development Dept. and Recreation and Community Services Dept.</p>	
3.7-C.1	<p>The following mitigation measures shall be added as an implementation Program under Goal 2.2, Community Design, of the Specific Plan.</p> <p>A landscaping plan shall be required for all new General Commercial and Employment Center projects. The landscaping plan will include tree screening and other landscaping similar to that described for Mitigation Measure No. 1 for Impact 3.7-A between all non-residential buildings and adjacent residential areas.</p>	<p>Start: Finalization of the Specific Plan</p> <p>Complete: Design Review of Commercial and Employment Center projects</p>	<p>SALG (Specific Plan) Project applicants for Commercial and Employment Center projects</p>	<p>Community Development Dept.</p>	
3.7-C.2	<p>The following mitigation measures shall be added as an implementation Program under Goal 2.2, Community Design, of the Specific Plan.</p> <p>Commercial signs facing residential areas shall be limited in size and illumination so as to limit visual and light intrusion into residential areas. The signs can announce the presence of a business or subdivision but should not be so large or bright as to be visually prominent from adjacent residential areas.</p>	<p>Start: Finalization of the Specific Plan</p> <p>Complete: Design Review of Commercial and Employment Center projects</p>	<p>SALG (Specific Plan) Project applicants for Commercial and Employment Center projects</p>	<p>Community Development Dept.</p>	
3.7-C.3	<p>The following mitigation measures shall be added as an implementation Program under Goal 2.2, Community Design, of the Specific Plan.</p> <p>Lighting facing residential areas shall be kept to a minimum and shielded so no glare extends to residential areas.</p>	<p>Start: Finalization of the Specific Plan</p> <p>Complete: Design Review of Commercial and Employment Center projects</p>	<p>SALG (Specific Plan) Project applicants for Commercial and Employment Center projects</p>	<p>Community Development Dept.</p>	
3.7-C.4	<p>The following mitigation measures shall be added as an implementation Program under Goal 2.2, Community Design, of the Specific Plan.</p> <p>The Southwest Water Facility should be relocated immediately east or west of Batavia Road. If this facility is not relocated as recommended, then a design and landscaping plan shall be prepared and approved by the City. This plan shall include extensive landscaping to ensure that the tank and attendant facilities are screened to the extent possible from adjacent public streets and residences.</p>	<p>Start: Finalization of the Specific Plan</p> <p>Complete: Design Review of the Southwest Water Facility</p>	<p>SALG (Specific Plan) Applicant who will build the Southwest Water Facility</p>	<p>Community Development Dept. and DSMWS</p>	

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3.7-C.5 The following mitigation measures shall be added as an implementation Program under Goal 2.2, Community Design, of the Specific Plan. When constructing the new arterial connecting Pitt School Road and South First Street, provide landscaping, berms, or fencing to screen views of the new road from residences within 150 feet of that new road. The future CEQA study that will be conducted for this future project may require additional landscaping or design mitigation measures.	Complete: Approval of road plan	City of Dixon (road plan)	Community Development Dept. and Engineering Dept.
3.7-E.1 Carry out all the above mitigation measures under 3.7-A, 3.7-B, and 3.7-C. For Mitigation Measures 3.7-B. 1 through 3.7-B.5, the improvements to West A Street shall be completed prior to approval of project occupancy.	Start: Finalization of the Specific Plan	SALG (Specific Plan)	Community Development Dept.
3.7-E.2 The landscaping plan must include sufficient landscaping between residential units and parking lots so that parked cars will not be visible from residential units.	Complete: Design Review for Evans Ranch Start: Project design	Evans Ranch applicant Evans Ranch applicant	Community Development Dept.
3.7-F.1 Carry out Mitigation Measures 3.7-B.4 and 3.7-B.6. For the recommended mitigation measures for Impact 3.7-B, the improvements to West A Street shall be completed prior to approval of occupancy of any residential unit adjacent to West A Street.	Complete: Design Review for Evans Ranch Start: Project design Complete: Design Review for the Dixon Ridge project and time of sale for residences constructed prior to park completion	Dixon Ridge applicant	Community Development Dept.

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PARTY RESPONSIBLE FOR COMPLIANCE	PARTY RESPONSIBLE FOR IMPLEMENTATION	IMPLEMENTATION PHASE	MITIGATION MEASURE
Fire Department	SALG (Specific Plan) Commercial and Industrial project applicants	<p>Start: Finalization of Specific Plan</p> <p>Complete: Issuance of building permits for commercial and industrial projects</p>	<p>3.8-A.1</p> <p>The following section shall be added to Implementation Program 5.2a:</p> <p>Hazardous Materials</p> <p>Each project proposal shall provide the Solano County Department of Environmental Management with a complete list of all chemicals and other potentially hazardous materials that will be used, stored, or sold on the project site.</p> <p>If the Solano County Department of Environmental Management determines that the materials used, stored, or sold could pose a potential safety hazard, the applicant shall provide a Hazardous Materials Business Plan with the Solano County Department of Environmental Management, and the applicant shall implement the adopted plan. Such a plan will identify the plans, as applicable, for storage and use of all hazardous materials, describe the safety procedures to be employed by workers, and detail the proposed notification and emergency response actions in the event of an accidental release of chemicals from the facility. The plan shall contain similar information pertaining to the storage and use of gasoline, diesel fuel, or other fuels. Material storage areas shall include appropriate containment for hazardous materials used in the operation of each project.</p> <p>Each project will comply with all pertinent State and Federal laws regarding hazardous materials transport, handling, and storage and worker safety. Each project shall prepare any additional information requested by the Solano County Department of Environmental Management and shall comply with any additional requirements established by the City and/or the Solano County Department of Environmental Health.</p> <p>The addition described above shall also be added as Implementation Program 5.1d to ensure that the same protections are provided for commercial business that may use hazardous materials.</p>
Community Development Dept.	SALG (Specific Plan) Project applicants	<p>Start: Finalization of Specific Plan</p> <p>Complete: Approval of Improvement Plans</p>	<p>3.8-B.1</p> <p>Add the following mitigation measure as a new policy and/or implementation programs to the Specific Plan.</p> <p>A Phase I Environmental Site Assessment of the Specific Plan area or for each project shall be prepared pursuant to the requirements set forth in ASTM E 1527-97. If this Site Assessment determines there are potential soil or groundwater contamination, the areas of contamination shall be evaluated to determine the level of remediation needed to satisfy the requirements of the Solano County Department of Environmental Management and the recommendations shall be implemented.</p>

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MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
<p>3.8-B.2 Add the following mitigation measure as a new policy and/or implementation programs to the Specific Plan.</p> <p>Risk Assessments of each project site shall be conducted to determine the health risk from workers and residents being exposed to chemical residues in the soil. Even if those Risk Assessments determine that chemical residue levels are not a significant health risk and are below Proposition 65 no significant risk levels, the City may require that Engineering Dept. controls, as recommended by the Solano County Department of Environmental Management, and warnings to workers and future residents be implemented.</p>	<p>Start: Finalization of Specific Plan</p> <p>Complete: Approval of Improvement Plans</p>	<p>SALG (Specific Plan) Project applicants</p>	<p>Community Development Dept.</p>
<p>3.8-C.1 In addition to the 100-foot spray restriction imposed on agricultural operations under County Permit Condition G, the following buffers will be provided:</p> <p>a. Evans Ranch: The proposed detention basin shall serve as an added buffer along the southern boundary. If the basin is not built as wkte as planned or does not extend across the entire southern boundary, a buffer similar to that described in item 1.b below shall be provided.</p> <p>b. Clark Ranch: A planned detention basin on the west will serve as an added buffer along the southern boundary.</p> <p>c. Dixon Ridge: The right of way for South Parkway shall serve as sufficient added buffer along the southern boundary. See item 1.f below regarding the easement boundary.</p> <p>d. Steil Property: The site considered adequately protected by the Permit Condition G spray restrictions.</p> <p>e. Orchard Estates - Sanders Property: The right of way for South Parkway shall serve as sufficient added buffer along the southern boundary.</p>	<p>Start: Finalization of Specific Plan</p> <p>Complete: Approval of Tentative Subdivision Maps for projects abutting southern boundary of plan area.</p>	<p>SALG (Specific Plan) Project applicants</p>	<p>Community Development Dept.</p>
<p>f. Internal Development: Land within the Specific Plan area is considered only temporarily available for continued agricultural operations and is treated as part of the urbanizing area. Development adjacent to any such agricultural operations does not require any additional buffer similar to item 1.b above to be and is considered adequately protected by the Permit Condition G spray restrictions.</p> <p>g. Agricultural use of Category One and Two materials shall be discontinued on residentially designated property once residential development commences on any portion of said property.</p>			

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MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
<p>3.8-C.2</p> <p>Revise Implementation Program 3.1b of the Specific Plan to incorporate the following mitigation measure:</p> <p>If pedestrian paths and/or bike lanes are provided along South Parkway or any other part of the southern boundary of the Specific Plan area, then the pedestrian and bicycle facilities shall be signed to warn users of spray operations when Category One or two materials will be sprayed within 200 feet of the path or bike facility. Signs shall be placed at each street intersecting South Parkway or providing access to the path or bike facility. Southwest Dixon Specific Plan policies shall be modified to permit sign posting on Specific Plan properties.</p>	<p>Start: Finalization of Specific Plan</p> <p>Complete: Approval of Tentative Subdivision Maps for projects that include South Parkway or southern boundary frontage. If signing is required, it will be done until such time as commercial agriculture using listed chemicals ceases adjacent to the southern boundary in that location.</p>	<p>SALG (Specific Plan) Police Dept. (signs)</p>	<p>Community Development Dept. Police Dept.</p>
<p>3.8-D.1</p>			
<p>3.8-E.1</p>			
<p>3.8-F.1</p>			
<p>3.8-G.1</p>	<p>Start: Finalization of Specific Plan</p> <p>Complete: Approval of the Specific Plan/Master Development Agreement</p>	<p>SALG and/or the City</p>	<p>Community Development Dept.</p>
<p>3.9-C.1</p>			
<p>3.9-E.1</p>	<p>The Project Housing Strategy should identify (a) the City's remaining affordable housing needs, based on ABAG's housing needs determinations; and (b) fair share housing responsibilities and mechanisms that will be incorporated into future development plans for individual properties within the Specific Plan area.</p> <p>The Housing Mix and Affordability Monitoring Program should consist of an annual housing report to the City to provide a basis for evaluating whether the Project Housing Strategy housing type and affordability goals are being met. The annual reports could coincide with the annual review of the Specific Plan provided for by Specific Plan Policy 8.3.2 and Implementation Program 8.3a. The results of these annual reports should be considered in the review and approval of future individual project subdivision plans.</p> <p>Require the applicant to revise the Specific Plan to include an additional 144 MF units (so that 20 percent (244 units) of the proposed 1,221 total housing units are multi-family) for a total of 1365 units (Measure B Alternative).</p>	<p>SALG</p>	<p>Community Development Dept.</p>

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MITIGATION MONITORING AND REPORTING PROGRAM
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MITIGATION MEASURE		IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
3.9-E.2	Require preparation of a Project Housing Strategy and a Housing Mix and Affordability Monitoring Program, as specified in the mitigation measure for Impact 3.9-C above, to provide a mechanism for ensuring "development of multi-family housing concurrently with the development of any single-family housing," as required by the Measure B Implementing Ordinance (City of Dixon, Ordinance No. 02-003, Section 1.01(k)). The responsibility for preparation of the strategy and program will be determined as part of the master development agreement for the plan.	Start: Finalization of Specific Plan Complete: Approval of the Specific Plan or Plan/Master Development Agreement	SALG and/or the City	Community Development Dept.
3.9-E.3	Address compliance with Measure B growth limitations in a future master development agreement(s) or for individual development agreements for individual projects within the plan area.	Start: Finalization of Specific Plan Complete: Approval of the Specific Plan or Tentative Subdivision Maps (if the issue is not addressed in the Specific Plan)	SALG and/or residential project applicants	Community Development Dept.
3.10-A.1	Each developer will acquire off-site land or a conservation easement on such land within the Dixon Planning Area or within a ten-mile radius of the City, or each developer will participate in the City's master agricultural conversion program. Each developer will pay the fee established for this program at the time of the City's approval of the tentative subdivision map or as otherwise specified in a development agreement. If the developer opts to purchase land, the developer can re-sell the land to an agricultural operator or other party so long as a conservation agreement acceptable to the City is granted to the City or an agency or organization acceptable to the City. Alternatively, the developer can purchase a conservation easement which is acceptable to the City and grant this conservation easement to the City or an agency or organization acceptable to the City.	Start: Project design Complete: Approval of each Tentative Subdivision Map or Improvement Plan (for nonresidential projects)	Project applicants	Community Development Dept.
3.10-B.1	Carry out Mitigation Measure 3.8-C.1 and 3.8-C.2			
3.10-C.1	Carry out Mitigation Measure 3.7-C.4			
3.10-D.1	Carry out Mitigation Measure 3.10-A.1, 3.8-C.1 and 3.8-C.2			
3.10-F.1	Modify the proposed Design Guidelines and Standards (Specific Plan Appendix A) to include the following guideline (which is already provided for highway commercial use - see Specific Plan Appendix A, page A-19): "Provide a satisfactory buffer where community commercial or employment center use adjoins multi-family residential use. A minimum planter width of five feet is needed, with plantings which will provide a 15-foot high evergreen screen within five years. To avoid glare problems affecting neighboring residential use, lighting on community commercial or employment center property shall be strictly controlled in keeping with the Zoning Ordinance. Organize use of the property so that trash collection areas and other noise-producing activities are located away from the common property boundary with residential use." Add a section to Implementation Program 2.2a of the Draft Specific Plan that requires that design criteria and development standards be prepared for individual projects for areas where residential development would adjoin arterial or collector streets. These design criteria shall reflect the mitigation measures recommended in Sections 3.4, Traffic and Circulation, 3.5, Air Quality, 3.6, Noise, and 3.7, Aesthetics of this EIR.	Start: Finalization of Specific Plan Complete: Approval of Specific Plan	SALG	Community Development Dept.
3.10-J.1		Start: Finalization of Specific Plan Complete: Approval of Specific Plan	SALG	Community Development Dept.

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MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
3.10-K.1	As a condition of approval for development on the Schroeder property, require applicant compliance with SID requirements for undergrounding or fencing of the Weyand Canal.	Start: Project design for the Schroeder property Complete: Approval of Improvement Plan for Schroeder property Start: Project design for Evans Ranch Complete: Approval of Evans Ranch Tentative Map	Project applicant Evans Ranch applicant Project applicant
3.10-K.2	As a condition of approval for development on the Andrews-Dixon (Evans Ranch) property, require applicant compliance with safety measures (e.g., fencing, setbacks) adjacent to the proposed Batavia and West Ponds.	Start: Project design for the Evans Ranch project Complete: Approval of Evans Ranch Tentative Map and Improvement Plan (for non-residential development)	Project applicant
3.10-N.1	Carry out Mitigation Measure 3.10-F.1, and apply the relevant performance standards and design guidelines to the Evans Ranch project. Also carry out mitigation measures recommended for Impact 3.6-G	Start: Project design for the Evans Ranch, Dixon Ridge, Orchard Estates-Garcia, and Orchard Estates-Sanders projects Complete: Approval of Evans Ranch, Dixon Ridge, Orchard Estates-Garcia, and Orchard Estates-Sanders Tentative Subdivision Maps and Improvement Plan (for non-residential development)	Project applicants
3.10-R.1	Carry out Mitigation Measure 3.10-I.1, and apply the relevant design criteria to the Evans Ranch, Dixon Ridge, Orchard Estates-Garcia, and Orchard Estates-Sanders projects. Applicable mitigation measures for each residential development will be included within the resolution of approval specific to the impacts particular to that development.	Start: Project design for the Evans Ranch and Clark Ranch Estates/Clark Property-Ryder Homes projects Complete: Approval of Evans Ranch and Clark Ranch Estates/Clark Property-Ryder Homes Tentative Subdivision Maps	Project applicants
3.10-S.1	As conditions of approval for the Evans Ranch and Clark Ranch Estates/Clark Property-Ryder Homes Tentative Subdivision Maps, require that the areas adjoining the detention basin be fenced, or that the applicants demonstrate to City satisfaction that the basin is designed so as not to represent a safety risk.	Start: Project design for the Clark Ranch Estates/Clark Property-Ryder Homes projects Complete: Approval of Clark Ranch Estates/Clark Property-Ryder Homes Tentative Subdivision Map	Project applicant
3.10-T.1	As a condition of approval of the Clark Ranch Estates/Clark Property-Ryder Homes Tentative Subdivision Map, specify that the City of Dixon will not issue building permits for residential lots on the site until building permits for the Evans Ranch or Dixon Ridge sites have been issued and infrastructure has been extended to the site.	Start: Finalization of Specific Plan Complete: As warranted based on City policy	Fire Dept.
3.11-A.1	Ensure that the new on-site fire station is constructed, staffed, and equipped based on City policy.	Start: Project design Complete: Design Review	Project applicants
3.11-A.2	Require alarm systems and sprinklers in commercial buildings as required by the local fire code.		Fire Dept.
3.11-B.1	Carry out Mitigation Measures 3.11-A.1 and 3.11-A.2		
3.11-C.1	Carry out Mitigation Measures 3.12-A.1 to 3.12-A.11		
3.11-D.1	Carry out Mitigation Measures 3.11-A.1, 3.11-A.2, and 3.12-A.1 to 3.12-A.11		

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MITIGATION MEASURE		IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
3.11-F.1 3.12-A.1	Carry out Mitigation Measures 3.11-A.1, 3.11-A.2, and 3.12-A.1 to 3.12-A.11 Before the first Final Subdivision Map approval for the Specific Plan area, the Specific Plan Water Master Plan shall be completed and submitted to the DSMWS and the City of Dixon for review and approval.	Start: Project design and Specific Plan finalization Complete: Approval of First Final Subdivision Map	SALG	DSMWS Engineering Dept.
3.12-A.2	The City and DSMWS shall update the DSMWS Water Master Plan and fee schedule, as needed (for example, if the proposed well site is moved from the Steil property, as shown in the DSMWS Water Master Plan, to another location). The location and phasing of the well and related facilities shall be described in greater detail in the Specific Plan Public Facilities Financing Plan and Capital Improvements Plan. Individual projects proposed within the plan area shall pay for the construction of the new well. Facilities required prior to build-out shall be advanced by the developer and be subject to later reimbursement or credit.	Start: Specific Plan finalization Complete: Approval of Specific Plan and approval of each Final Subdivision map or Improvement Plan (for non-residential projects)	SALG (Plan and fee update) Project applicants (funding)	DSMWS Engineering Dept.
3.12-A.3	Before approval of each Final Subdivision Map, the project applicant shall provide confirmation that adequate fire flow will exist throughout that particular development to meet the current DSMWS standards for fire flow and meets the approval of the City Engineer, DSMWS Engineering Dept. Staff, and Fire Chief. Before issuance of the first building permit for combustible construction in that particular development, the project applicant shall provide confirmation that adequate fire flow exists to serve that construction.	Start: Specific Plan finalization Complete: Approval of each Final Subdivision Map	Each project applicant	Fire Dept.
3.12-A.4	In its findings for future development agreements and other approvals carrying out the Specific Plan, the City of Dixon shall address water availability in accordance with SB 610 and SB 221.	Start: Specific Plan finalization Complete: Approval of each Final Subdivision Map	City of Dixon	Community Development Dept.
3.12-A.5	The applicant shall comply with mitigation measures identified for impacts on groundwater supply (Impact 3.2-E) in Section 3.2, Hydrology and Water Quality, of this EIR.			
3.12-A.6	An additional well, tank booster, and pump station ("Southwest Water Facility") are required to meet the demands of the new development. This was established in the 2000 Water Master Plan prepared by the DSMWS. The facility shall be designed and constructed by the DSMWS. The facility shall be built at the developer's expense. Credit for the cost of construction against the developer's connection fees is a matter to be arranged between the developer and the DSMWS.	Start: Specific Plan finalization Complete: Built and funded as determined by DSMWS	DSMWS (construction) Each project applicant (funding)	DSMWS
3.12-A.7	Sizing of the main water pipelines throughout the development area shall be determined by the DSMWS Engineer using computer modeling, which shall be done at the developer's expense.	Start: Specific Plan finalization Complete: Approval of each Tentative Subdivision Map or Improvement Plan (for non-residential projects)	DSMWS (design) Each project applicant (funding)	DSMWS Engineering Dept.
3.12-A.8	Plans and specifications for the water system construction shall be submitted to the DSMWS for review and approval. The DSMWS plan review fees apply and shall be due upon submittal of the maps or plans for review.	Start: Specific Plan finalization Complete: Approval of each Tentative Subdivision Map or Improvement Plan (for non-residential projects)	Each project applicant	DSMWS Engineering Dept.

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MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
3.12-A.9	<p>The water distribution system shall be installed at the developer's expense. All construction shall conform to the DSMWS rules, regulations, and standards. All water system construction shall be inspected by the DSMWS at the developer's expense, the cost of which is not included in the DSMWS connection fees. The Southwest Water Facility site shall be one acre in size unless DSMWS approves a smaller size.</p>	<p>Start: Specific Plan finalization Complete: Approval of each Tentative Subdivision Map or Improvement Plan (for non-residential projects)</p>	<p>Each project applicant</p>
3.12-A.10	<p>The developer shall pay connection fees and meter installation fees adopted by the DSMWS for each service from the system.</p>	<p>Start: Project design Complete: Approval of building permits</p>	<p>Each project applicant</p>
3.12-A.11	<p>The portions of the Orchard Estates-Sanders Property subdivision east of South Lincoln Street are to be served by Cal Water per the Settlement Agreement and Mutual General Release among the Solano Irrigation District, City of Dixon, and California Water Service Company, dated July 8, 1992 (the Settlement Agreement). Any revision of the boundary would require an amendment to the Settlement Agreement and shall be coordinated between the DSMWS and Cal Water.</p>	<p>Start: Orchard Estates-Sanders Property design Complete: Approval of Final Subdivision Map for Orchard Estates-Sanders Property subdivision</p>	<p>Project applicant for Orchard Estates-Sanders Property</p>
3.12-B.1	<p>Before the first Final Subdivision Map approval and/or issuance of an occupancy permit for the Specific Plan area, the Specific Plan SID Irigation Master Plan shall be completed and submitted to the SID and the City of Dixon for review and approval.</p>	<p>Start: Finalization of the Specific Plan Complete: Approval of the first Final Subdivision Map</p>	<p>SALG</p>
3.12-B.2	<p>The applicant shall be responsible for the costs of replacement of the existing Weyand Canal with an underground pipe. Alternatively, if the Weyand Canal is to be retained, the applicant shall apply for and receive approval of a variance from the SID policy requiring replacement of open canals with underground pipes in developed areas. To receive a variance from this SID policy, the developer would be required to submit a formal Letter Request for approval by the SID Board of Directors.</p>	<p>Start: Project design for Schroeder property Complete: Approval of Improvement Plan for the Schroeder property</p>	<p>Project applicant for the Schroeder property</p>
3.12-B.3	<p>Laterals in developed areas shall be reconstructed using rubber gasketed-reinforced concrete pipe. In addition, if agricultural irrigation service to a development area is waived or the land is detached from the SID, the capacity of the lateral through that area shall be sufficient to ensure that the rate of flow leaving the area is the same as that entering the area.</p>	<p>Start: Project design for each property containing an SID lateral Complete: Issuance of building permits</p>	<p>Project applicant for each property with an SID lateral</p>
3.12-B.4	<p>The applicant shall be required to buy back any unused or abandoned SID easements that are not replaced with new rights-of-way. In all cases involving abandonment or realignment of facilities, the applicant shall enter into a standard SID Agreement for the Protection, Relocation or Reconstruction of District Facilities with the SID that specifies any required reimbursements.</p>	<p>Start: Project design for each property containing an SID easement or facility Complete: Issuance of building permits</p>	<p>Project applicant for each property with an SID easement or facility</p>

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3.12-B.5 The applicant shall pay detachment fees for any properties detached from the SID service area. The applicant will request that the lands currently served by Cal Water be detached from Solano Irrigation District per the requirements of the Solano Irrigation District, Solano LAFCo, and the U.S. Bureau of Reclamation.	Start: Finalization of Specific Plan (detachment of Cal Water areas from SID) and project design for each property detaching from the SID service area Complete: Issuance of building permits for pertinent projects Start: Project design	SALG (detachment of Cal Water area) Project applicant for each property that would be detached	SID Engineering Dept.
3.12-C.1 The project applicant shall identify any existing underground utilities prior to construction and avoid these utilities if possible. If avoiding interference with the utility is not feasible, the project applicant shall coordinate with the utility in question to alleviate the interference.	Complete: Issuance of building permits	Project applicants	Engineering Dept.
3.12-C.2 Address the width and reconstruction of South Lincoln Street between the plan area as described in Mitigation No. 1 for Impact 3.2-C.			
3.12-D.1 Carry out Mitigation Measures 3.12-A.1 to 3.12-C.2			
3.12-E.1 3.13-A.1 Before the first Final Subdivision Map approval for the Specific Plan area, the Specific Plan Sanitary Sewer Master Plan shall be completed and submitted to the City of Dixon for review and approval.	Start: Finalization of Specific Plan Complete: Approval of first Final Subdivision Map	SALG	Engineering Dept.
3.13-A.2 Before approval of each Tentative Subdivision Map, the City of Dixon shall ensure that adequate sewer capacity is or will be available in the conveyance system and at the wastewater treatment plant.	Start: Finalization of Specific Plan Complete: Approval of each Tentative Subdivision Map	City of Dixon (Identify expansion needs)	Engineering Dept.
3.13-A.3 As a condition of approval of any Tentative Subdivision Map in which wastewater generated from development would exceed treatment or conveyance capacity, the project applicant shall agree to pay their fair share, in accordance with the AB 1600 fee program, of the wastewater treatment and collection facilities improvements identified by the City of Dixon as needed to serve that development.	Start: Finalization of Specific Plan Complete: Approval of any Tentative Subdivision Map that would exceed treatment or conveyance capacity	City of Dixon (Identify expansion costs and fees) Project applicant (funding)	Engineering Dept.
3.13-A.4 Address the width and reconstruction of South Lincoln Street as described in Mitigation No. 1 for Impact 3.2-C.			
3.13-B.1 The Specific Plan shall require that the sewer collection system be designed to reduce the potential for groundwater infiltration. The design shall comply with criteria established by the City, when such criteria are adopted. If such criteria have not been adopted before the first Tentative Subdivision Map approval for the plan area, each individual project shall identify specific design features that will be incorporated into wastewater line design and installation to minimize groundwater infiltration into the conveyance line and the wastewater treatment plant to ensure that these facilities are not adversely affected. Off-site infrastructure connections to the wastewater treatment plant shall be constructed at the start of project construction.	Start: Finalization of Specific Plan Complete: Approval of Specific Plan or approval of each Tentative Subdivision Map if criteria have not been adopted	City of Dixon (establish criteria) SALG (Specific Plan) Each project applicant (until criteria are adopted)	Engineering Dept.
3.13-B.2	Start: Finalization of Specific Plan Complete: Prior to issuance of any building permits	SALG or Specific Plan-designated responsible applicants	Engineering Dept.

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3.13-C.1	<p>The project applicant shall identify any existing underground utilities prior to construction and avoid these utilities if possible. If avoiding interference with the utility is not feasible, the project applicant shall coordinate with the utility in question to alleviate the interference.</p>	<p>Start: Project design Complete: Prior to issuance of any building permits</p>	Engineering Dept.
3.13-C.2	<p>Address the width and reconstruction of South Lincoln Street as described in Mitigation No. 1 for Impact 3.2-C.</p>		
3.13-D.1	<p>The mitigations recommended for Impacts 3.13-A to 3.13-C apply.</p>		
3.13-E.1	<p>The mitigations recommended for Impacts 3.13-A to 3.13-C apply.</p>		
3.14-A.1	<p>Project developers shall comply with adopted City standards set forth in the Police Department Strategic Plan.</p>	<p>Start: Project design Complete: Prior to issuance of any building permits</p>	Police Dept.
3.14-A.2	<p>As part of the Tentative Subdivision Map approval process for each development within the Specific Plan area, require applicant compliance with Police Department requirements for street layout and emergency access. This measure would assist in carrying out Specific Plan Policy 7.7.3. The Police Department would work in conjunction with the Engineering Department and Fire Department.</p>	<p>Start: Project design Complete: Each Tentative Subdivision Map</p>	Police Dept. Engineering Dept. Fire Dept.
3.14-A.3	<p>Before approval of any Final Subdivision Map in the Specific Plan area, require applicant compliance with Police Department requirements for (a) emergency access and surveillance (e.g., visible building entries), (b) distinct street names, and (c) visible address numbers. This measure would assist in carrying out Specific Plan Policies 7.7.3 and Implementation Program 7.7c. The Police Department would work in conjunction with the City Clerk and Fire Department.</p>	<p>Start: Project design Complete: Each Final Subdivision Map</p>	Police Dept. Engineering Dept. Fire Dept. City Clerk
3.14-B.1	<p>Mitigation measures recommended for Impact 3.14-A would resolve the potential inconsistencies with Dixon General Plan policies.</p>		
3.14-C.1	<p>Carry out mitigation measures recommended for Impact 3.14-A.</p>		
3.14-D.1	<p>Carry out mitigation measures recommended for Impact 3.14-A.</p>	<p>Start: Finalization of Specific Plan Complete: Adoption of Specific Plan</p>	SALG Community Development Dept.
3.16-A.1	<p>Revise Specific Plan Implementation Program 7.6a to state as follows: "Require developers of new residential subdivisions in Southwest Dixon to dedicate land and to pay fees for the development and development of recreation facilities in lieu of dedication for the acquisition and development of recreation facilities to serve the new population, in accordance with Dixon General Plan, Parks Master Plan, Subdivision Ordinance, the Quimby Act, and Assembly Bill (AB) 1600 fee requirements." Further revise Specific Plan Implementation Program 7.6a to delete the following two sentences, which are not necessary and may create confusion in determining applicable parkland dedication requirements: "Based on this standard, and baseline densities, a minimum of 18.3 acres of parkland would be required for residential buildout of the Plan Area. The Specific Plan proposes a total of 22.47 acres of parkland, including neighborhood and community parks."</p>	<p>Start: Finalization of Specific Plan Complete: Adoption of Specific Plan</p>	SALG Community Development Dept.
3.16-A.2	<p>Carry out mitigation measures identified for Impact 3.16-B.</p>		
3.16-A.3	<p>Carry out mitigation measures identified for Impact 3.16-B.</p>		

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3.16-A.4 Revise Specific Plan Implementation Program 7.6a to state as follows: "...The Master Lighting Plan shall require approval with or prior to any tentative subdivision maps for adjacent properties in the Plan Area and shall be approved by the City.	Start: Finalization of Specific Plan Complete: Adoption of Specific Plan	SALG	Community Development Dept.
3.16-B.1 Revise the Specific Plan land use map to increase the size of the neighborhood park site to three acres, and make corresponding revisions to the Specific Plan text.	Start: Finalization of Specific Plan Complete: Adoption of Specific Plan	SALG	Community Development Dept.
3.16-C.1 Require each project to comply with the parkland dedication/acquisition and development fee requirements levied by the City of Dixon in accordance with the City's Subdivision Ordinance and Assembly Bill (AB) 1600.	Start: Project design Complete: Approval of each Final Subdivision Map or Improvement Plan (for non-residential projects)	Each project applicant	Community Development Dept.
3.16-C.2 Revise the Orchard Estates-Sanders tentative subdivision map to increase the size of the neighborhood park to three acres, in accordance with the Dixon Parks Master Plan.	Start: Project design for the Orchard Estates-Sanders property Complete: Approval of Tentative Subdivision Map for the Orchard Estates-Sanders property	Orchard Estates-Sanders applicant	Community Development Dept.
3.16-C.3 Require each project to comply with applicable Specific Plan provisions and mitigation measures identified for impacts 3.16-A and 3.16-B.			
3.16-D.1 Carry out mitigation measures recommended for impacts 3.16-A through 3.16-C.			
3.19-A.1 The following should be added to the Specific Plan as implementation measures: Prior to approval of tentative subdivision maps for any property containing a structure over 50 years old on the Specific Plan area, a qualified architectural historian will conduct a preliminary assessment of each structure to determine whether its structural integrity is intact (i.e., that it has not been modified, thereby destroying its historic integrity). If the structural integrity remains, then the architectural historian will prepare a Historic Evaluation Report on each of those structures. This Evaluation will include a discussion of the construction of the building, an architectural description, an architectural evaluation, drawings of the building and its important features, and photographs to document the structure. Once this Historic Evaluation Report is completed and accepted by the City, the structures can either be demolished, restored, rehabilitated, reconstructed, or moved. If the structure is restored, reconstructed, or rehabilitated, the work shall comply with the Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings or the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.	Start: Finalization of Specific Plan Complete: Adoption of Specific Plan and approval of each Tentative Subdivision Map for each property	SALG Each project applicant	Community Development Dept.
3.19-A.2 Where feasible, future developers should strive to preserve any building identified as a historical resource.	Start: Project design Complete: Approval of Final Subdivision Map for pertinent properties	Each project applicant with historical resources	Community Development Dept.

AGREEMENT NO. 05-034

RESOLUTION NO.: 04-195
DATE: SEP 28 2004

MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)

MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE FOR COMPLIANCE
3.19-A.3 Where feasible, historical resources that cannot be preserved <i>in situ</i> should be moved to the proposed park, functional buffer areas, and/or Specific Plan area entryways.	Start: Project design Complete: Approval of Final Subdivision Map for pertinent properties	Each project applicant with affected historical resources	Community Development Dept.
3.19-B.1 Add the following mitigation measure as a policy or implementation programs to Chapter 3 of the Specific Plan. In the event that archaeological artifacts are encountered during project construction, work in the area shall halt until a qualified archaeologist evaluates the nature and significance of the find.	Start: Finalization of Specific Plan Complete: Adoption of Specific Plan	SALG	Community Development Dept.
3.19-B.2 Add the following mitigation measure as a policy or implementation programs to Chapter 3 of the Specific Plan. If archaeological artifacts are encountered, a qualified archaeologist shall monitor subsequent excavations and spoils in the vicinity of the find for additional archaeological resources.	Start: Finalization of Specific Plan Complete: Adoption of Specific Plan	SALG	Community Development Dept.
3.19-B.3 Add the following mitigation measure as a policy or implementation programs to Chapter 3 of the Specific Plan. If the archaeologist determines the discoveries are of importance, the resources shall be properly recovered and curated. The archaeologist shall prepare a summary outlining the methods followed and summarizing the results of the mitigation program. The report shall outline the methods followed, list and describe the resources recovered, map their exact locations and depths, and include other pertinent information. The lead agency shall submit the report to the appropriate Information Center and the California State Historic Preservation Officer.	Start: Finalization of Specific Plan Complete: Adoption of Specific Plan	SALG	Community Development Dept.
3.19-B.4 Add the following mitigation measure as a policy or implementation programs to Chapter 3 of the Specific Plan. In the event that human remains are encountered, the state shall contact the Solano County Coroner in accordance with Section 7050.5 of the State Health and Safety Code.	Start: Finalization of Specific Plan Complete: Adoption of Specific Plan	SALG	Community Development Dept.
3.19-C.1 The mitigation measure recommended for Impact 3.19-A will apply to each project.			
3.19-D.1 The same mitigations required for Impact 3.19-B will apply.			

AGREEMENT NO. _____

05 - 054

RESOLUTION NO. _____

04 - 195

DATE: SEP 28 2004

EXHIBIT E-1

CHANGES TO MITIGATION MEASURES ADOPTED BY CITY COUNCIL AS PART OF ITS RESOLUTION NO. 04-195

Resolution No. 04-195 adopted by the City Council on September 28, 2004 included Exhibit B "Findings of Fact and Statement of Overriding Considerations Regarding the Southwest Dixon Specific Plan Environmental Impact Report." Section F.1 in Exhibit B contained a number of "Revisions and Clarifications to Mitigation Measures." The version of the Mitigation Monitoring and Reporting Program attached to Resolution No. 04-195 as Exhibit C (and attached to this Agreement as **Exhibit E**) was modified to include most of the revisions and clarifications approved by the City Council. However, the following three revisions inadvertently were overlooked, and are repeated here to avoid confusion over the final approved form of each mitigation measure.

Mitigation Measures 3.8-C.1.a and 3.8-C.1.f as shown in **Exhibit E** were modified as follows:

3.8-C.1 In addition to the 100-foot spray restriction imposed on agricultural operations under County Permit Condition G, the following buffers will be provided:

- a. Evans Ranch: The proposed detention basin shall serve as an added buffer along the southern boundary. ~~If the basin is not built as wide as planned or does not extend across the entire southern boundary, a buffer similar to that described in item 1. b below shall be provided.~~
- f. Internal Development. Land within the Specific Plan area is considered only temporarily available for continued agricultural operations and is treated as part of the urbanizing area. ~~Development adjacent to any such agricultural operations does not require any additional buffer similar to item 1. b above to be and is considered adequately protected by the Permit Condition G spray restrictions.~~

Mitigation Measure 3.13-A.3 as shown in **Exhibit E** was modified as follows:

3.13-A.3 As a condition of approval of any Tentative Subdivision Map ~~in which wastewater generated from development would exceed treatment or conveyance capacity,~~ the project applicant shall agree to pay their fair share, in accordance with the AB 1600 fee program, of the wastewater treatment and collection facilities improvements identified by the City of Dixon as needed to serve that development.

EXHIBIT F

SUMMARY OF MAJOR PUBLIC IMPROVEMENTS AND THEIR DEVELOPMENT PHASES

MAJOR PUBLIC IMPROVEMENTS

The Major Public Improvements to be provided by Applicant are as summarized in this **Exhibit F**, and as described in more detail in the Draft Report Southwest Dixon Specific Plan Financing Plan dated August 23, 2005 with the attached Preliminary Specific Plan Capital Improvement Plan, as it may be amended with City approval (the "Financing Plan"). Where the Financing Plan and this **Exhibit F** conflict, the Financing Plan shall govern. Applicant acknowledges that the Financing Plan and details of the Major Public Improvements are tentative and may be revised.

(a) Community Park. The Specific Plan contains a 20.0-acre Community Park Site, within Dixon Ridge. This park can be served by the Phase 1 infrastructure. The site will be conveyed to City simultaneously with approval of the first final subdivision map for Dixon Ridge. City and Applicant may elect to have Applicant construct improvements for the park based on a separate agreement to be negotiated addressing approval of plans and budgets and arrangements for reimbursement; otherwise the park will be improved by City using its customary fees collected from Applicant and others or other funding sources.

(b) Neighborhood Park. The Specific Plan contains a 3.0-acre Neighborhood Park Site, within Orchard Estates-Sanders. This park can be served by the Phase 1 infrastructure. The site will be conveyed to City simultaneously with approval of the first final subdivision map for Orchard Estates-Sanders. City and Applicant may elect to have Applicant construct improvements for the park based on a separate agreement to be negotiated addressing approval of plans and budgets and arrangements for reimbursement; otherwise the park will be improved by City using its customary fees collected from Applicant and others or other funding sources.

(c) Fire Station Site. The Specific Plan contains a 0.75-acre Fire Station Site, within Orchard Estates-Sanders. This fire station site can be served by the Phase 1 infrastructure. The site will be conveyed to City simultaneously with approval of the first final subdivision map for Orchard Estates-Sanders.

(d) West Pond. The Specific Plan contains an 8.7-acre detention basin site, east of Batavia Road within Evans Ranch and Clark Ranch Estates. This pond will be constructed by Applicant and conveyed to City as part of the Phase 1 infrastructure.

(e) Water Facilities.

(i) The Specific Plan designates a 1.4-acre site intended for a domestic water well, storage tank and booster pump station (the "Well Facilities"), in the southwest corner of the Specific Plan Area east of Batavia Road within Evans Ranch. These improvements will be constructed by Applicant, or funded by Applicant and constructed by the Dixon-Solano Municipal Water Service ("DSMWS") as a part of the Phase 1 infrastructure.

(ii) Domestic water distribution mains will be located in all major roadways within the Subject Property. These lines will be constructed by Applicant and

dedicated to City in the same phase as the roads in which they are located, except that the connection line between the Well Facilities and the distribution system will be constructed concurrently with the well.

(f) Irrigation Facilities. The Specific Plan Area contains several existing irrigation water distribution mains owned by the Solano Irrigation District ("S.I.D."). These facilities will be resized and relocated by Applicant per S.I.D. requirements into the proposed street alignments. The majority of this work will be completed as a part of the Phase 1 infrastructure, as shown on **Exhibit F-1** and described in the Financing Plan.

(g) Roadway Improvements. The Specific Plan includes all major roadway improvements serving the Specific Plan Area and the surrounding community as shown in the Specific Plan Capital Improvement Plan and approved by the General Plan Amendment. Interior main roads as well as improvements to roads on the perimeter of the Six Projects are to be constructed. Improvements also will be constructed outside the Specific Plan Area as required in the FEIR and specified in the Financing Plan. These improvements will be phased as shown on **Exhibit F-1** and described in the Financing Plan.

(h) Sewer Improvements. The Specific Plan improvements consist of a backbone collection system to convey flow within the Specific Plan Area and infrastructure to convey offsite flows such that the Pitt School Road Lift Station can be abandoned, all as described in the Financing Plan. These improvements will be constructed by Applicant and dedicated to City. These improvements will be phased as shown on **Exhibit F-1** and described in the Financing Plan.

(i) Storm Drain Improvements. In addition to West Pond as described above, Applicant will provide a backbone collection system within the Specific Plan Area (except for as noted below for land west of Batavia Road), infrastructure to accept off-site drainage, a pump station, a force main outfall to McCune Creek, a piped gravity outfall to Pond A and payment for the enlargement of Pond A to provide storage, all as described in the Financing Plan. These improvements will be constructed by Applicant and dedicated to City. Improvements will be phased as shown on **Exhibit F-1** and described in the Financing Plan.

(j) City Entry Sign Parcel. ASB will convey to City a parcel abutting West "A" Street for City to install a sign announcing entry to the City of Dixon together with decorative landscaping. The size, shape and location of the parcel shall be as mutually agreed upon by ASB and City, consistent with the Specific Plan and ASB's plans for development of Evans Ranch. City shall bear all costs to install and maintain the sign, landscaping and related improvements, and any related utility service. The parcel shall be conveyed to City simultaneously with approval of the first final subdivision map for Evans Ranch.

PHASING SCHEDULE

The Major Public Improvements described above shall be built according to the phasing plans shown in Exhibit F-1 from the Financing Plan, generally as follows. Where this general description and the Financing Plan conflict, the Financing Plan shall govern. Applicants will build the Major Public Improvements to the extent the rights-of-way or land required is either owned by City or within the control of Applicant.

Phase 1 will build all improvements needed to serve development east of Evans Road plus the Affordable Housing Unit parcel in Evans Ranch west of Evans Road.

Phase 2 will build all improvements needed to serve development west of Evans Road up to Batavia Road and Gateway Drive.

Phase 3 covers all improvements needed to serve development west of Batavia Road and Gateway Drive up to Interstate 80. Applicant will build all Phase 3 improvements except for the portion of the storm drainage collection system shown in the Financing Plan that will only serve development of land west of Batavia Road that is outside the Subject Property and is not required to serve development of the Subject Property, identified on the Storm Drainage plan in **Exhibit F-1** as "Batavia Pond" and collection pipelines "SD-01", "SD-02" and "SD-03".

The following provisions also shall guide the timing for construction of the Major Public Improvements, subject to alteration based on circumstances at the time in the reasonable discretion of City and Applicant. The requirement to build a particular facility by a certain deadline or as a condition to developing portions of the Six Projects may be treated as satisfied upon compliance with the provisions of Section 4.05.

1. Water.

a. Build the Well Facilities and connect them to the pipeline system before any buildings in the Subject Property are occupied, except for portions of the Subject Property that can be served by the California Water Company. Construction in Phase 1 may be supported by fire flow provided from City's existing water system.

b. Connect the water system to the Valley Glen project together with or before construction of the railroad overcrossing described in Section 7.05(c).

2. Sewer.

a. Connect the sewer system to the Valley Glen project together with or before construction of the railroad overcrossing, and before issuance of any building permit for the Subject Property.

b. Build the Pitt School Road sewer line connection to the A Street Lift Station simultaneously with improvements to Pitt School Road.

3. Storm Drainage.

a. Build West Pond and the connection to McCune Creek before issuance of any building permit for the area west of Evans Road that does not require Batavia Pond for drainage.

b. Build the connection to Pond A prior to or simultaneously with construction of the railroad overcrossing, and before issuance of any building permit for the area east of Evans Road.

4. Streets.

a. Before occupancy of any building in the Subject Property, build improvements along the south side of West "A" Street.

b. Build improvements to Pitt School Road from Parkway Boulevard to the south city limit to be completed by the time the railroad overcrossing is open for traffic.

c. Build improvements to Pitt School Road from the south city limit north to West A Street together with development of abutting property.

5. Traffic Signals.

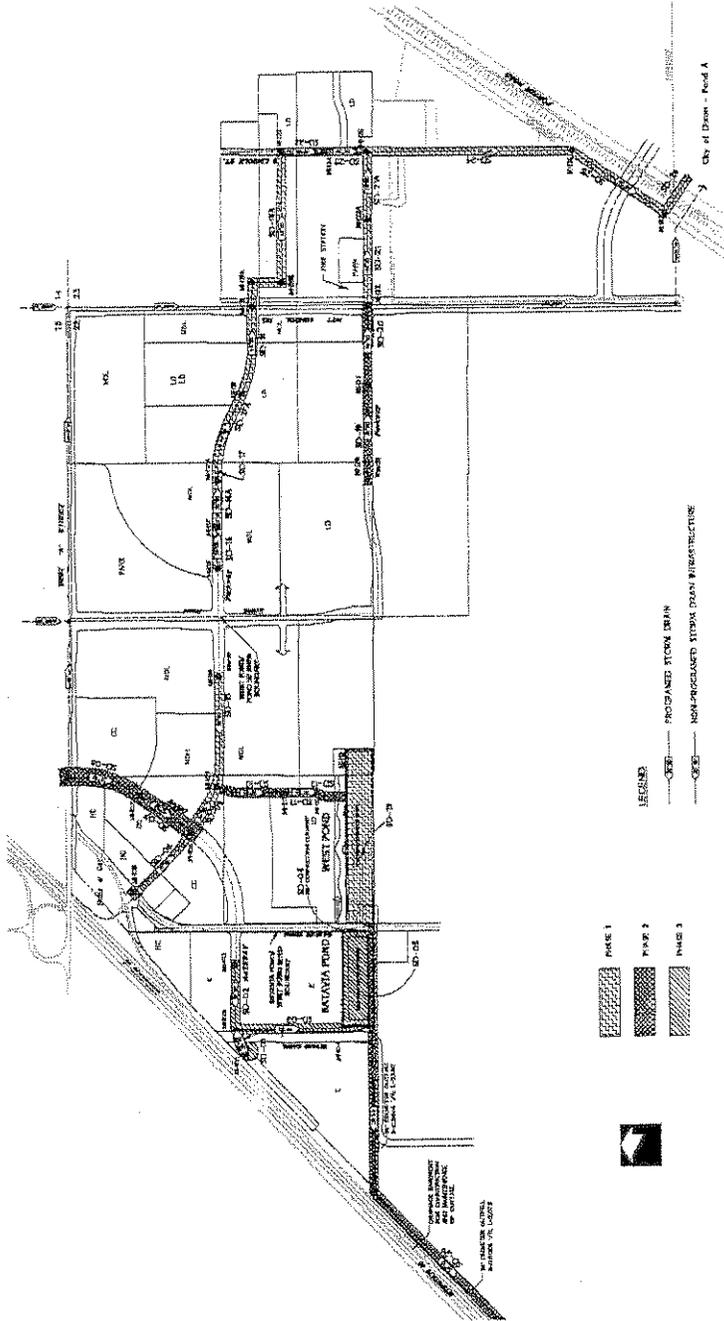
a. Install underground components for planned traffic signals simultaneously with improving roadways in the subject intersections. Above-ground components may be deferred until projected traffic demands trigger the need for signal operation.

EXHIBIT F-1

MAPS DEPICTING PHASING OF MAJOR PUBLIC IMPROVEMENTS
(COPIED FROM THE PRELIMINARY SPECIFIC PLAN CAPITAL IMPROVEMENT PLAN)

EXHIBIT F-1: STORM DRAINAGE

SOUTHWEST DRON SPECIFIC PLAN



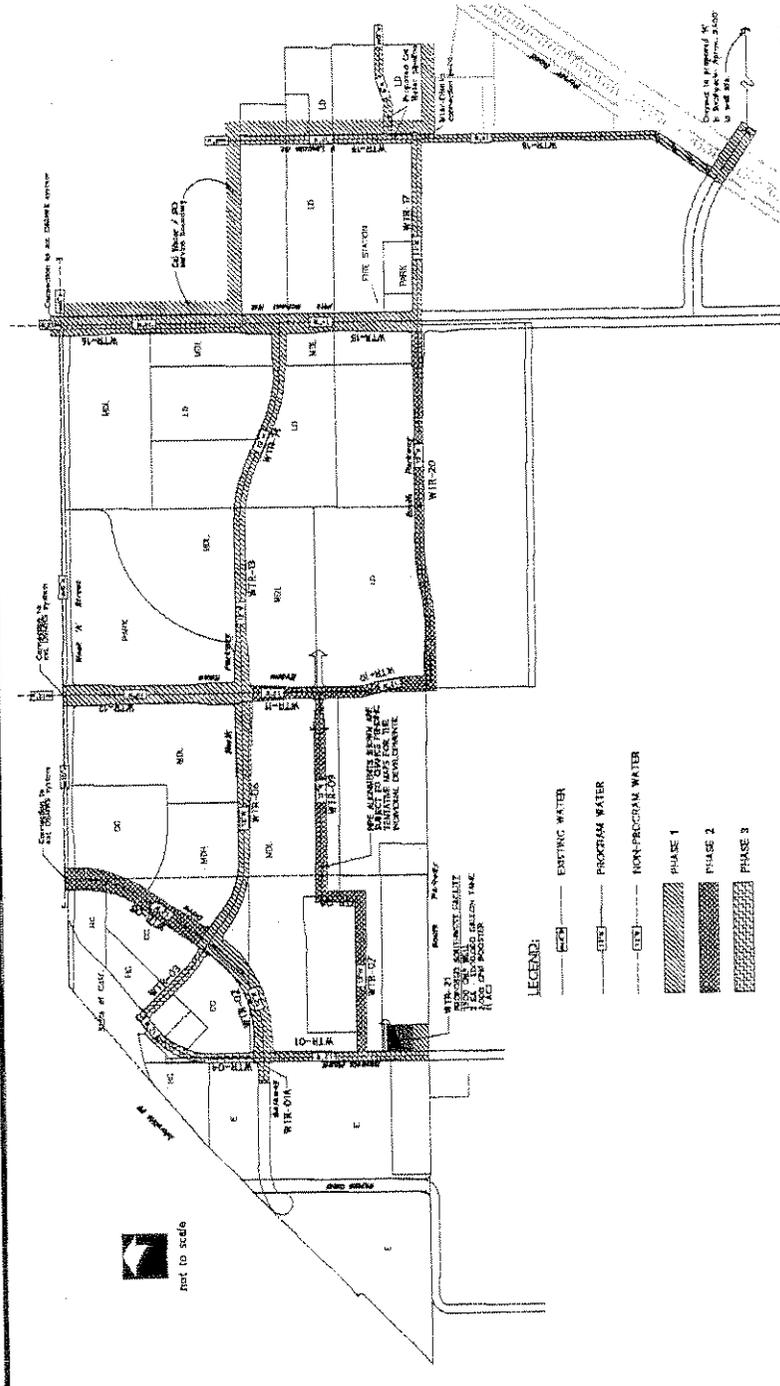
Storm Drainage - Capital Improvement Plan



March 2005

EXHIBIT F-1: WATER DISTRIBUTION

SOUTHWEST DITCH SPECIFIC PLAN



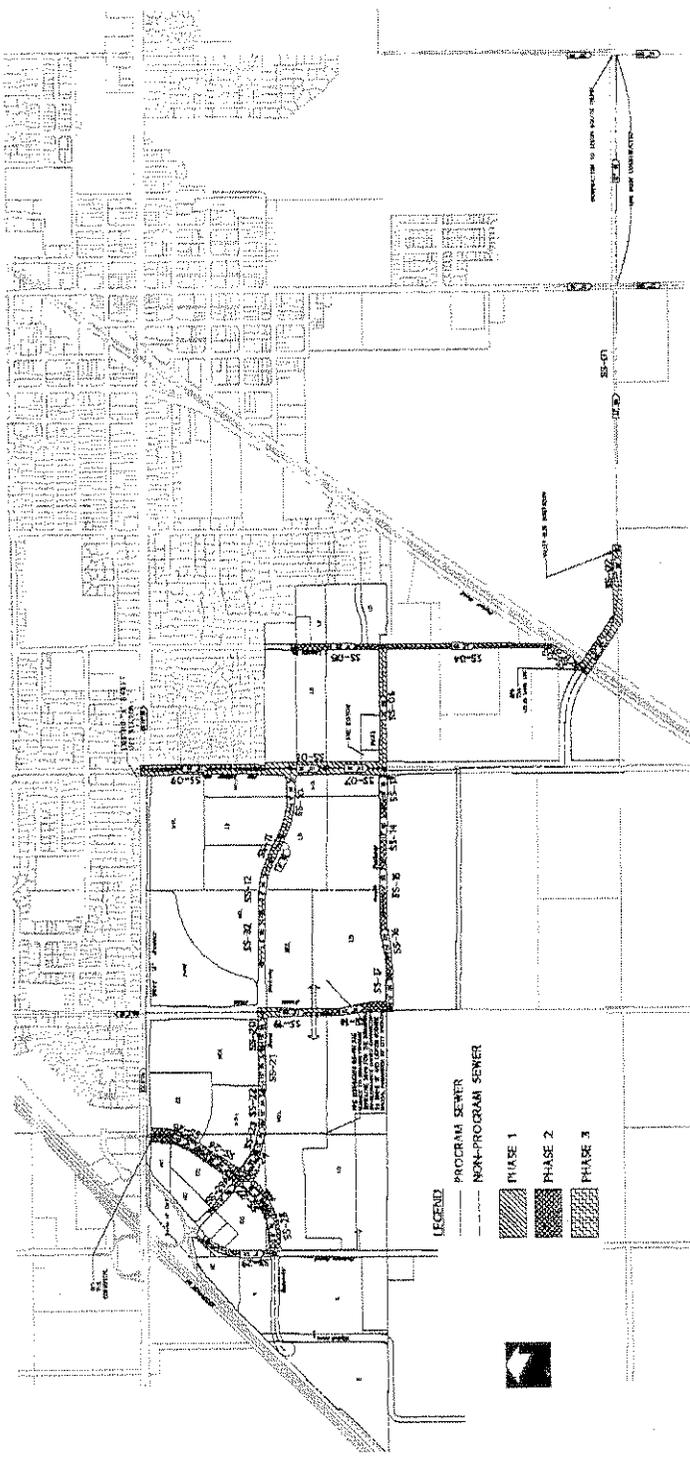
Water Distribution - Capital Improvement Plan

NOTE

August 2005

EXHIBIT F-1: SANITARY SEWER

SOUTHWEST EXON SPECIFIC PLAN



LEGEND

PROGRAM SEWER

NON-PROGRAM SEWER

PHASE 1

PHASE 2

PHASE 3

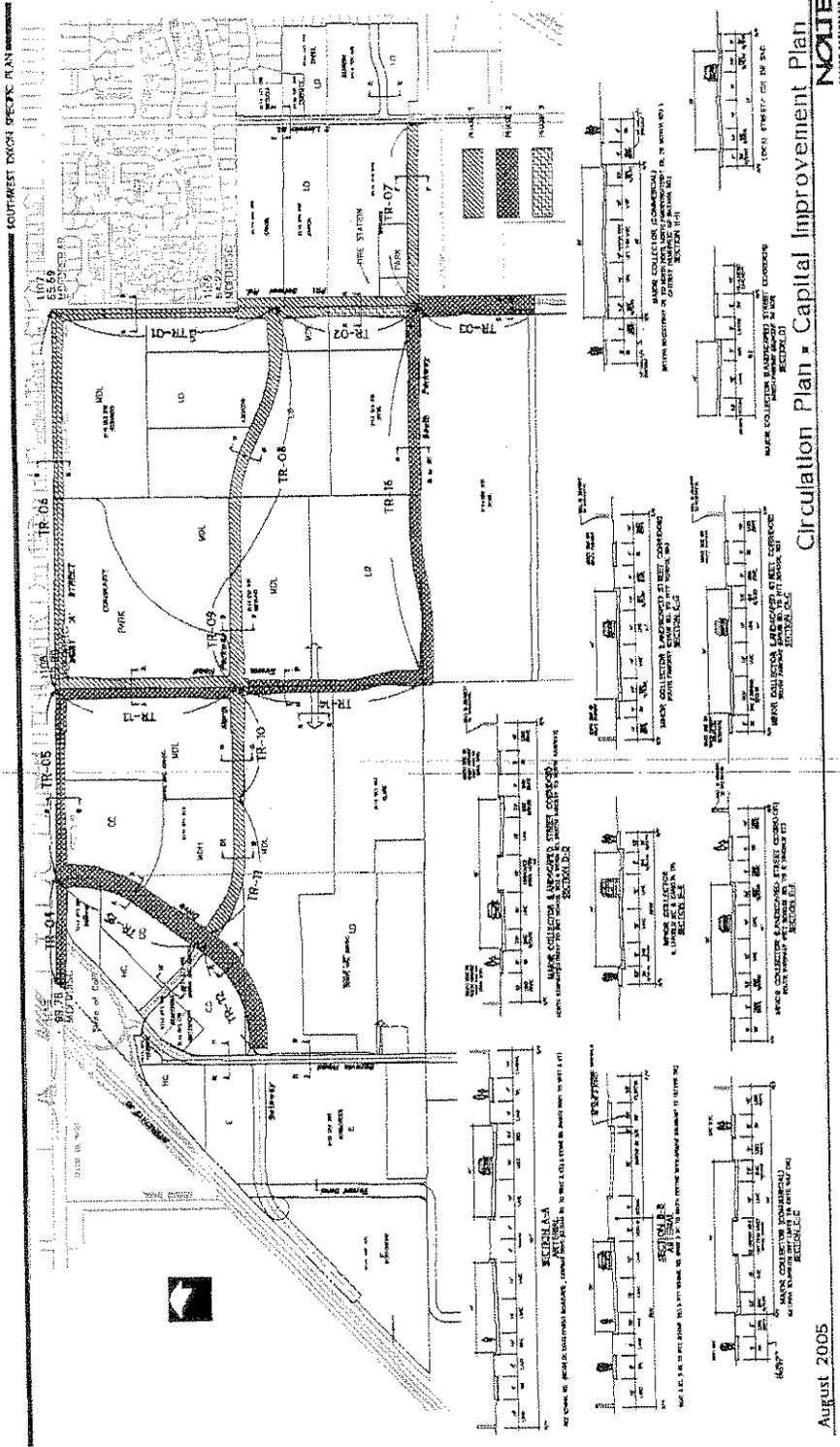
NOTES:
 1. THIS PLAN IS BASED ON INFORMATION PROVIDED BY THE CITY OF SOUTHWEST EXON.
 2. THE CITY OF SOUTHWEST EXON IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.
 3. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS AND SURVEYS AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.

August 2005

Sanitary Sewer Collection - Capital Improvement Plan

NOTE

EXHIBIT F-1: CIRCULATION



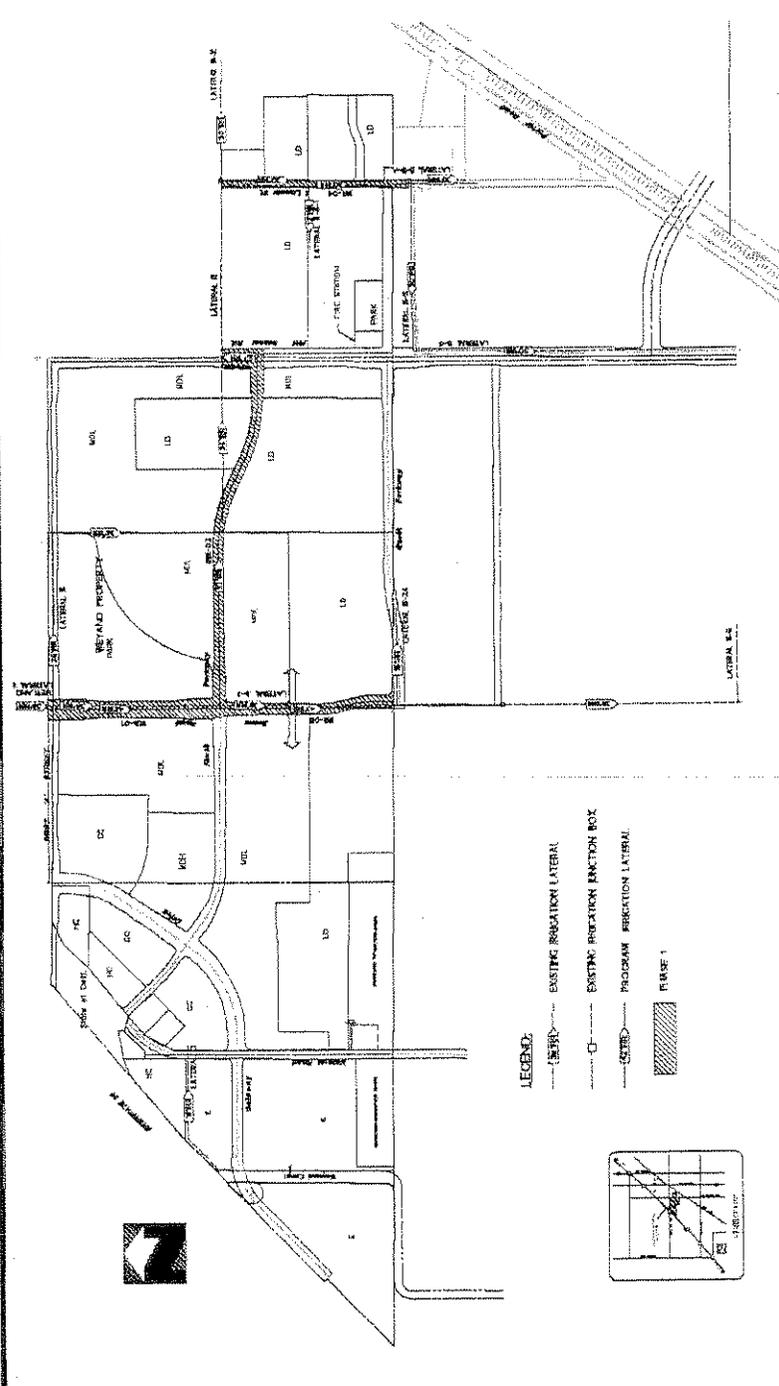
Circulation Plan - Capital Improvement Plan

NOTICE

August 2005

EXHIBIT F-1: SID IRRIGATION

SOUTHWEST ENGINEERING PLAN



SID - Capital Improvement Plan
NOTE

August 2005

EXHIBIT G

ALLOCATION OF RESIDENTIAL DEVELOPMENT ALLOTMENTS

1. One thousand eight (1,008) standard Residential Development Allotments ("RDA's") are granted for use by the members of Applicant in the Six Projects, subject to Article 5 of this Master Development Agreement and this Exhibit. In addition, sixty-nine (69) senior affordable RDA's are granted pursuant to Section 4.06 and sixty-two (62) non-senior-restricted affordable RDA's are granted pursuant to Section 4.07. This Agreement is intended to implement and be consistent with the provisions of the MOU attached to this Agreement as **Exhibit J** regarding the one thousand eight (1,008) standard RDA's; provided, in the event of a conflict between the MOU and this Agreement, the terms of this Agreement shall govern.
2. The 1,008 standard RDA's are allocated for use beginning in particular years as shown in Table G-1 below, subject to the following opportunities for flexible timing. Applicant is entitled to use the RDA's in accordance with the "Flex Allocation" column in Table G-1.
 - a. RDA's allocated in any year may be deferred one or more years and utilized in any later year, but no later than year 2013 (e.g., year 2005 RDA's may be used in 2006, but year 2013 RDA's may not be deferred to future years). Any such deferred RDA's will be counted as used in the year of origin as shown in Table G-1. Any RDA not used in a particular year shall be automatically deemed deferred, without the need for any notice by Applicant.
 - b. Up to one hundred three (103) year 2008 RDA's may be used during the year 2007, as shown in the "flex" column of Table G-1. Any such accelerated RDA's will be counted as used in year 2008.
 - c. Up to one hundred six (106) year 2010 RDA's may be used during the year 2009, as shown in the "flex" column. Any such accelerated RDA's will be counted as used in year 2010.
 - d. Up to ninety three (93) year 2013 RDA's may be used during the years 2010 and 2011. This shall occur by accelerating forty-nine (49) RDA's to year 2010 and forty-four (44) RDA's to year 2011, as shown in the "flex" column. Any such accelerated RDA's will be counted as used in year 2013.
3. Applicant initially allocates the 1,008 RDA's among the Six Projects as shown in Table G-2 below. The initial timing for use of RDA's in each of the Six Projects is shown in Table G-3. The members of Applicant may elect in their discretion to change the timing for use of RDA's within each project and between projects, so long as in conformance with Table G-1 and the timing restrictions and phasing requirements in this Agreement. Applicant may shift RDA's among the Six Projects by separate agreement(s) among the members of Applicant responsible for the projects involved, so long as such shift does not violate any term of this Agreement. In order for any shift of RDA's to be effective, City must receive written notice signed by both the originating Applicant and the recipient Applicant, indicating the number of RDA's shifted and the year(s) from which they are taken.
4. The 131 Affordable Housing Authorizations may be used at any time during the term of this Agreement, so long as the needed infrastructure is in place to support that development.

5. The following provisions shall apply if a member of Applicant (a "Defaulting Member") is found by a unanimous vote of the other members (a "Unanimous Vote") to be failing or refusing to participate with the other members in paying its fair share for Major Public Improvements or to be failing or refusing to cooperate in implementing this Agreement and developing the Subject Property.
- a. The non-defaulting members by a Unanimous Vote may elect to reassign unused RDA's allocated to the Defaulting Member for both the then-current year and the next year as specified in Table G-3 as it then reads ("RDA Reassignment"). Such RDA's shall be distributed among the non-defaulting members as such members determine in their discretion, to accelerate development of their portions of the Subject Property, so long as such redistribution and acceleration are otherwise consistent with the terms and conditions of this Agreement.
 - b. Each succeeding year in which the Defaulting Member is found by a Unanimous Vote to be in violation of its obligations may result in reassignment of another year's RDA's. The Defaulting Member may regain the right to use RDA's and may recover its reassigned RDA's by paying the other members all past due sums and otherwise meeting its obligations to the other members with respect to implementing this Agreement and developing the Subject Property, as confirmed by a Unanimous Vote.
 - c. Once the Defaulting Member has cured its default to the other members, it may recover its RDA's from the non-defaulting members that received reassigned RDA's. Each member using such RDA's shall return them to the Defaulting Member from its allocations as shown in Table G-3 for years after which that member has used its maximum allocation of RDA's under this Agreement. By way of illustration only, if Dixon Ridge accelerates its development by obtaining 50 RDA's in 2006 through this procedure and completes construction of its 230 dwelling units in 2009, allocations would be available to be returned to the Defaulting Member from Dixon Ridge's 2010 and 2011 allocations, which could be used by the Defaulting Member in those years. Following such cure and recovery, the members of Applicant may trade RDA's as otherwise permitted under this Agreement and as described in Paragraph 3.
 - d. The Coordinator shall notify City of Applicant actions regarding reassignment of RDA's under this Paragraph, and shall provide reasonable proof that a Unanimous Vote approved an RDA Reassignment or accepted the Defaulting Member's cure. City shall accept the RDA Assignment and issue building permits in accordance with the RDA Reassignment provided each member of Applicant is otherwise entitled to such building permits under the terms of this Agreement.
 - e. Nothing in this Paragraph 5 shall relieve each member of Applicant of its obligations under this Agreement. Each member of Applicant (i) releases City from and indemnifies City against any and all liability, including City's litigation costs and attorney's fees, arising from City's acceptance and implementation of the RDA Reassignment; (ii) covenants not to sue City for accepting and implementing any RDA Reassignment imposed against that member; (iii) and agrees to be subject to determinations of a Unanimous Vote under this Paragraph.

TABLE G-1
AVAILABILITY OF 1,008 STANDARD RESIDENTIAL DEVELOPMENT ALLOTMENTS
(not including Affordable Housing Authorizations)

YEAR	BASE ALLOCATION	"FLEX" ALLOCATION
2005	206	206
2006	0	0
2007	61	164 (reflects 103 from 2008)
2008	266	163 (reflects 103 used in 2007)
2009	19	125 (reflects 106 from 2010)
2010	182	125 (reflects 106 used in 2009, plus 49 from 2013)
2011	56	100 (reflects 44 from 2013)
2012	75	75
2013	143	50 (reflects 93 used in 2010 & 2011)
TOTAL	1,008	1,008

**TABLE G-2
INITIAL DISTRIBUTION OF RDA's BY PROJECT**

<u>PROJECT</u>	<u>ALLOCATIONS</u>
Evans Ranch:	363 RDA's (plus 131 Affordable Housing Authorizations)
Clark Ranch Estates:	53 RDA's
Dixon Ridge:	230 RDA's
Orchard Estates-Garcia:	57 RDA's
Orchard Estates-Sanders:	89 RDA's
Sandalwood:	216 RDA's

**TABLE G-3
Initial Distribution of RDA's by Project by Year**

	2005	2006	2007	2008	2009	2010	2011	2012	2013	Total
Orchard Estates-Sanders	26	11	16	15	12	9				89
Orchard Estates-Garcia	16	7	10	11	8	5				57
Sandalwood	42	18	39	39	30	36	12			216
Dixon Ridge	42	18	42	41	32	36	19			230
Clark Ranch Estates		26	10	10	7					53
Evans Ranch			47	47	36	39	69	75	50	363
Total	126	80	164	163	125	125	100	75	50	1,008

EXHIBIT H

ALLOCATION OF AGREEMENT EXPENSES

Each member of Applicant agrees that, as between themselves, they shall reimburse City's expenses related to preparation and approval of this Agreement pursuant to Section 1.10 in the following percentages:

<u>ASB (Evans Ranch):</u>	36.0% (363 of 1,008)
<u>SLIC (Dixon Ridge):</u>	22.8% (230 of 1,008)
<u>Azevedo (Sandalwood):</u>	21.4% (216 of 1,008)
<u>Sanders (Orchard Estates-Sanders):</u>	8.8% (89 of 1,008)
<u>TNK Ryder (Orchard Estates-Garcia):</u>	5.7% (57 of 1,008)
<u>Clark (Clark Ranch Estates):</u>	5.3% (53 of 1,008)

As provided in Section 1.10 of this Agreement, with respect to City, each member of Applicant is jointly and severally liable for the entirety of City's expenses.

EXHIBIT I

DEVELOPER REIMBURSEMENT AND FEE CREDIT RIGHTS

Applicant's rights to reimbursements and fee credits are based on construction plans and financing arrangements described in the Financing Plan. The parties acknowledge that the Financing Plan is tentative and the details regarding Major Public Improvements and financing are subject to change. The parties also understand that details regarding the right to reimbursements and credits remain to be finalized, including without limitation by way of illustration: which improvements will be oversized or built to serve other properties outside the Subject Property; how much of the cost of each improvement will be eligible for reimbursement or credit; which member of Applicant is entitled to reimbursement or credit; and which outside properties will be required to pay reimbursements. In the event of a conflict with this Agreement, the Financing Plan and any such changes shall govern Applicant's rights. The parties agree that the following description of work that may be eligible for reimbursements or credits is subject to the preceding qualifications. In addition, reimbursements and credits shall be subject to the provisions of Section 7.06 of this Agreement, including without limitation regarding expiration of the right to reimbursements from benefiting properties outside the Subject Property and regarding availability of interest. No interest will be owed on reimbursements or credits from City or DSMWS.

1. **City CIP.** Applicant shall be entitled to reimbursements or fee credits from City or Dixon-Solano Municipal Water Service (DSMWS), as discussed in Section 7.06 of this Agreement, for those portions of the Major Public Improvements that are included in the City of Dixon Capital Improvement Program ("City CIP") as described in the Financing Plan, to the extent financed in the City CIP.

2. **Specific Plan CIP.** Applicant shall be entitled to reimbursements or fee credits from City for those portions of the Major Public Improvements that are included in the Southwest Dixon Specific Plan Area Capital Improvement Program ("SP CIP"), as described in the Financing Plan. Actual total costs of each qualifying improvement shall be counted for purposes of setting the fees paid by development within the Specific Plan Area outside the Subject Property which will be reimbursed to Applicant. Reimbursements will come from fees paid by development on property within the Specific Plan Area but outside the Subject Property.

3. **Other Improvements.** Certain Major Public Improvements shall qualify for reimbursements or fee credits from City in addition to those described in the City CIP or the SP CIP, as follows.

a. **Sewer.**

- (1) **Upsized Lines.** City shall reimburse or give fee credits for the actual incremental cost to install larger sewer lines than required to serve development in the Specific Plan Area, where City requires larger lines to serve existing or future development outside the Specific Plan Area.
- (2) **Lift Station.** City shall reimburse or give fee credits for the actual cost to close and remove the lift station at Pitt School Road and West A Street.

b. **Drainage.** Properties outside the Specific Plan Area north of Interstate 80 will use the storm drainage system and drainage basins to be built by Applicant. City shall reimburse Applicant for ten percent (10%) of the actual cost to install the following improvements needed to serve that area:

- (1) Series of pipelines running from West A Street near Gateway Drive southward connecting to West Pond.
- (2) West Pond, including the fair market value of the land.
- (3) Outfall line from West Pond west to Interstate 80 and then southwest along Interstate 80.

4. **Land Dedication.** To the extent not already provided for in the City CIP or the SP CIP, the fair market value of land conveyed for (a) the Community Park, (b) the Neighborhood Park, (c) the Fire Station, and (d) the Well Facilities shall be reimbursed from fees already paid or credited against fees otherwise owed by City and/or DSMWS. The fair market value of land conveyed for West Pond also shall be reimbursed by the future developers of land in the Specific Plan Area but outside the Subject Property through fees collected by City at the time of their development, in proportion to their fair share of drainage need served by the basins. Reimbursement or credits shall be given to the member of Applicant making each dedication.

EXHIBIT J
MEMORANDUM OF UNDERSTANDING

**Memorandum of Understanding
Regarding Measure B Allocations and
Related Matters
Among
Southwest Area Home Builder Group
And the City of Dixon**

1. Introduction

The City of Dixon (hereinafter the "City") and Andrews Dixon, LLC, a California limited liability company ("ASB"), Contra Costa Land Investment Company, LLC, a California limited liability company ("Citation"), BHI-PHI Partners, a California general partnership ("Rivendale"), Ryder Homes California, Inc., a California corporation ("Ryder"), and Western Pacific Housing, Inc., a Delaware corporation ("Western Pacific") (collectively, the Home Builder Group) enter into the following Memorandum of Understanding ("MOU") in light of the direction provided by the City Council of the City on May 25, 2004, when it considered a future process for flexibly utilizing allocations for residential development within the Southwest Specific Plan Area (the "Area"). The Home Builder Group owns or controls parcels within the Area set forth on the map attached hereto as Exhibit "A."

2. Not a Discretionary Approval

The parties to this MOU expressly recognize that this MOU does not constitute the City's approval of the Southwest Dixon Specific Plan (the "Specific Plan") or related entitlements, including, but not limited to, general plan and zoning amendments, tentative or final subdivision maps, development agreements or Residential Housing Allotments ("RHA's") within the Area. This MOU does not create any legal obligation on the part of the City to approve the Specific Plan, to certify the Final Environmental Impact Report (the "FEIR") for the Specific Plan and related entitlements, to approve general plan amendments or rezone the property, to enter into a development agreement with the Home Builder Group, to approve tentative or final subdivision maps, to issue RHA's or to otherwise grant any discretionary approvals to the Home Builders Group or any other person.

3. Measure B Allocation

The purpose and effect of this MOU is to indicate a proposed mutually acceptable method for allocation to the Home Builder Group, under the City's Measure B and pursuant to a master development agreement to be entered into among the Home Builder Group and the City (the "Master Development Agreement"), the RHA's described on the flex development provisions set forth on Exhibit "B" to this MOU entitled "Measure 'B' Flex Provisions for the Home Builder Group." The actual allocation of RHA's by the City is subject to the parties entering into the Master Development Agreement incorporating the RHA's and is further subject to the enactment of the Specific Plan and other entitlements required by law as well as performance by the Home Builder Group of the obligations imposed in connection with each such discretionary approval.

It is the parties' intent that, pursuant to the Master Development Agreement, the Home Builder Group may exercise flexibility in the utilization of RHA's so that RHA's not used in the scheduled year may be used in any later year, not later than 2013. In addition, the Home Builder Group may, in its discretion and pursuant to the Master Development Agreement, exercise flexibility in utilization of RHA's before the scheduled year provided that such going forward utilization shall be strictly and solely limited as to the number of RHA's to be borrowed from any future year as provided in Exhibit B.

The Home Builder Group shall share the RHA's provided for herein as shall be set forth in the Master Development Agreement. The manner in which the flexible use of the RHA's affects the

individual members of the Home Builder Group shall also be set forth in the Master Development Agreement. In no event shall the City be obligated to divide RHA's among members of the Home Builder Group.

4. Master Development Agreement

The City and the Home Builder Group will negotiate to enter into the Master Development Agreement pertaining to issues impacting the Home Builder Group as a whole that will include the provisions of this MOU in addition to other provisions as may be agreed upon between the Home Builder Group and the City. Each individual member of the Home Builder Group will also enter into a development agreement with the City regarding matters specific to development of the property within the Area controlled by that member as indicated in Exhibit A.

The Master Development Agreement shall include, but shall not be limited to, the Home Builder Group's proposals to meet the concerns raised by members of the City Council including, without limitation, the location of senior restricted housing within the Area, housing density within the Area, the adequacy of multi-family housing within the Area, provision for affordable housing, the financing and timing of infrastructure improvements, and the design of internal street circulation consistent with the arterial and collector street circulation plan shown in the Specific Plan heretofore provided to the City and studied in the pending Environmental Impact Report. The Home Builder Group recognizes the concerns of the City regarding the design of the neighborhoods and the homes in the Area and will redesign them as necessary to achieve a design that meets the concerns and expectations of the City.

The tentative subdivision maps heretofore submitted by members of the Home Builder Group may be revised to be consistent with the direction provided by the City regarding the design of the neighborhoods, the location of senior restricted housing, and the design of the single family and multi-family neighborhoods. The Home Builder Group expressly recognizes that the approval of tentative subdivision maps for the Area, including the in-tract street grids and the design and character of the houses and multi-family residences to be constructed within the Area, shall remain subject to the lawful discretion of the City notwithstanding the approval of the Specific Plan for the Area.

5. Developer Group Performance

The Home Builder Group agrees that the Master Development Agreement will contain the following obligations:

A. Grant:

Prior to recordation of any final subdivision map within the Area, the member of the Home Builder Group recording the map shall make a cash grant of \$2,754 for each single family market rate lot (as opposed to below market, moderate income units) created by the map to the City (such that, if the currently anticipated number of 908 single family lots are ultimately created, a grant of approximately \$2,500,000 would be made). The grant may be used by the City in its sole discretion.

B. Grade Separation

The members of the Home Builder Group will contribute an amount to be agreed upon with the City (estimated to be in the range of \$2,500 per single family residential unit, a payment per multi-family unit that bears the same relationship between the single-family and multi-family charge assessed by the City with respect to the Pulte project, and an amount per square foot of commercial or professional uses to be agreed upon between the

City and the Home Builder Group in the Master Development Agreement) towards the cost of the grade separation project, payable at the issuance of building permits. The amounts set forth in this MOU shall be treated as a floor by the parties and may be subject to upwards adjustment over time by the City based on the cost of the grade separation project. Payment of the grade separation contribution shall be in addition to any other lawfully established extraction or fee for purposes of traffic mitigation and improvement, other than those established to pay for the grade separation itself.

6. Timing for Processing Entitlements

The parties agree to exercise their good faith reasonable efforts to accomplish 1) processing of the FEIR, the Specific Plan (including Infrastructure Plans), the General Plan Amendment, and amendments to the City's zoning ordinance and 2) negotiation of a Master Development Agreement between the parties. In addition, the parties agree to exercise their good faith reasonable efforts to process and consider tentative subdivision maps and other entitlements from the City, including development agreements with individual members of the Home Builder Group, following the last to occur of certification of the FEIR, amendment of the City's zoning ordinance, amendment of the City's General Plan, approval of a Master Development Agreement, and adoption of the Specific Plan. In the event the City approves a particular tentative subdivision map, the City further agrees to exercise its good faith reasonable efforts to process and approve a final subdivision map for that tentative subdivision map upon submission by a member of the Home Builder Group. Provided, however, that nothing in this MOU shall be construed to be an agreement by the City that it is required to process entitlements faster than is required by either the Permit Streamlining Act, the California Environmental Quality Act or the Subdivision Map Act.

To that end, the City acknowledges that the FEIR is substantially complete and is ready to be considered for certification by the City's Planning Commission and City Council. The Home Builder Group acknowledges that said FEIR is still subject to comments by the public at public hearings regarding its certification, and that both the Planning Commission and the City Council retain their full discretion in reviewing it. Therefore, additional changes or mitigation measures may be imposed as it undergoes the hearing process. The Home Builder Group may seek changes to the FEIR, as well.

The City acknowledges that the Home Builder Group has submitted in substantially final form each element of the Specific Plan; provided, the Home Builder Group will submit a revised Financing Plan component for the Specific Plan in a form reasonably acceptable to the City. A complete list of the submittals from the Home Builder Group to the City is attached hereto as Exhibit C. There are no further submittals due from the Home Builder Group respecting the Specific Plan excepting that the Home Builder Group and the City will negotiate a Master Development Agreement to be considered concurrently with the Specific Plan. The Home Builder Group acknowledges that any such submittals are still subject to comments by the public at public hearings regarding their approval, and that both the Planning Commission and the City Council retain their full discretion in reviewing them. Therefore, additional changes or submittals may be imposed as they undergo the hearing process.

7. Authority of Parties

This MOU has been approved by the City Council of the City and by each member of the Home Builder Group and is entered into this ___ day of July, 2004.

8. Counterparts

This MOU may be executed in counterparts and shall be effective and enforceable upon execution by all of the parties hereto.

City of Dixon

Andrews Dixon, LLC
a California limited liability company

Contra Costa Land Investment Company, LLC
a California limited liability company

BHI-PHI Partners
a California general partnership

Ryder Homes California, Inc.
a California corporation

Western Pacific Housing, Inc.
a Delaware corporation

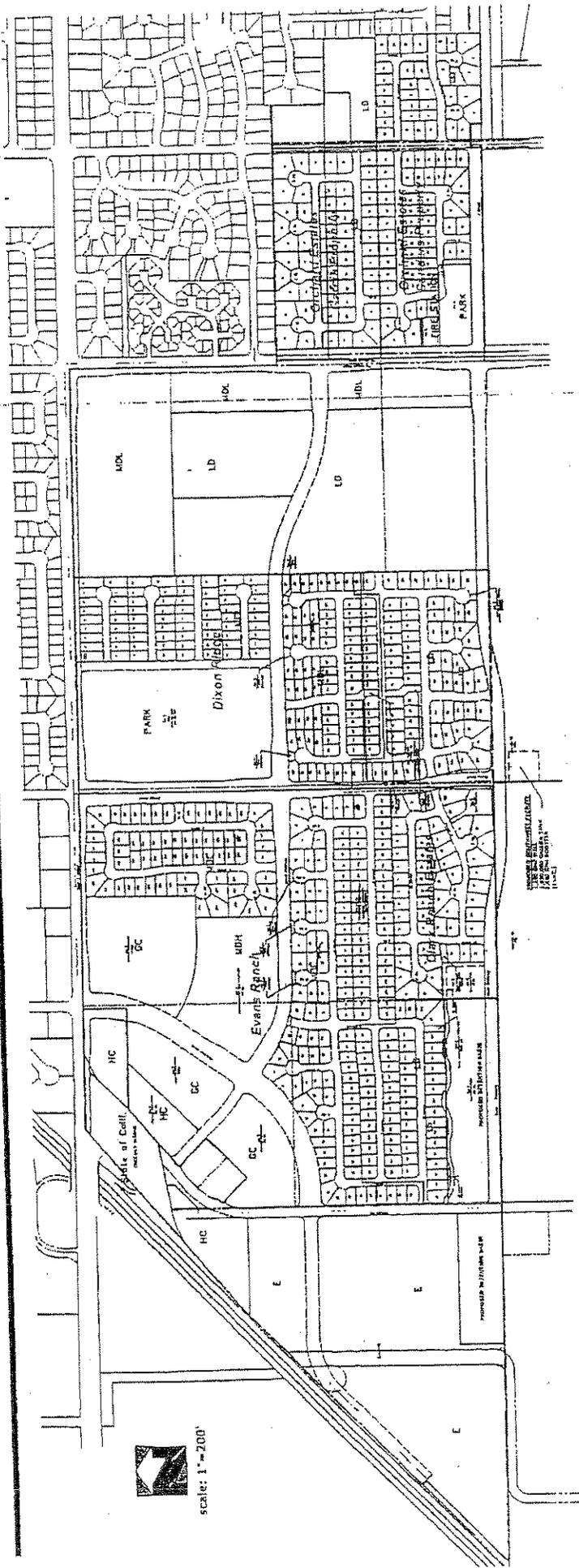


EXHIBIT A

Proposed Tentative Maps
NOTE

PROJECT NAME	TOTAL ACREAGE	TOTAL SINGLE FAMILY LOTS			TOTAL LOTS
		LD	MDL	MDH	
EVANS RANCH (AGE PROPERTIES)	12.14 AC	60	203	100	372
ORCHARD ESTATES-SANDERS PROPERTY (SCHULER HOMES)	30.4 AC	89	-	-	91
ORCHARD ESTATES-GARCIA PROPERTY (SCHULER HOMES)	20.1 AC	57	-	-	57
DIXON RIDGE (CITATION NORTHERN)	80.1 AC	74	156	-	237
CLARK RANCH ESTATES (RYDER HOMES)	20.4 AC	53	-	-	96

November 2001

Exhibit B

MEASURE "B" FLEX PROVISIONS

FOR THE SOUTHWEST HOME BUILDER GROUP

- Allocations from any year may be utilized in the subsequent year, e.g., year 2005 allocations may be used in year 2006. Any such "flexed" allocations will be counted as used in the year of origin.
- Up to one-hundred three (103) year 2008 allocations may be used during the year 2007. Any such "flexed" allocation will be counted as used in the year of origin, 2008.
- Up to one-hundred six (106) year 2010 allocations may be used during the year 2009. Any such "flexed" allocations will be counted as used in the year of origin, 2010.
- Up to ninety-three (93) year 2013 allocations may be used during the years 2010 and 2011. This shall occur by "flexing" forty-nine (49) allocations to year 2010 and forty-four (44) allocations to the year 2011. Any such "flexed" allocations will be counted as used in the year of origin 2013.

SOUTHWEST "GOING FORWARD" ALLOCATION COMPARISON

Year	MEASURE "B"	Measure "B" Flex
05	206	206
06	0	0
07	61	164
08	266	163
09	19	125
10	182	125
11	56	100
12	75	75
13	143	50
	0	
TOTAL	1,008	1,008

Exhibit C

LIST OF SUBMITTED SPECIFIC PLAN RELATED DOCUMENTS

Sanitary Sewer Master Plan Report Dated March 2004
Drainage Master Plan Report Dated March 2004
Preliminary Capital Improvement Program Dated March 2004
Water Master Plan Dated September 2003
Solano Irrigation District Master Plan Dated June 2003
Southwest Dixon Specific Plan Dated March 2003
Southwest Dixon Specific Plan Financing Plan Dated April 2004

ORDINANCE NO. 05-012

AN ORDINANCE APPROVING SOUTHWEST DIXON MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DIXON AND ANDREWS DIXON, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY; SOLANO LAND INVESTMENT COMPANY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY; THE WILLIAM F. AND ELAINE H. CLARK REVOCABLE FAMILY TRUST; THE BERNARD H. SANDERS AND ROXIE D. SANDERS 1981 REVOCABLE TRUST; THE AZEVEDO FAMILY TRUST; AND TNK RYDER, LP, A CALIFORNIA LIMITED PARTNERSHIP RELATIVE TO THE USE AND DEVELOPMENT OF PROPERTIES IN THE SOUTHWEST DIXON SPECIFIC PLAN AREA

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

Section 1. That certain Development Agreement, dated Nov. 8, 2005, entered into between the City of Dixon and Andrews Dixon, LLC, a California limited liability company ("ASB"); Solano Land Investment Company, LLC, a California limited liability company ("SLIC"); the William F. and Elaine H. Clark Revocable Family Trust; the Bernard H. Sanders and Roxie D. Sanders 1981 Revocable Trust; the Azevedo Family Trust; and TNK Ryder, LP, a California limited partnership (individually and collectively, "Applicant") relative to the use and development of six projects within the Southwest Dixon Specific Plan Area, the affected real property being within the City of Dixon, State of California, and more particularly described in Exhibit D of said Development Agreement (herein "Agreement"), is incorporated in this ordinance by reference and made a part hereof.

Section 2. The City Council certified the revised Southwest Dixon Specific Plan Environmental Impact Report on September 28, 2004 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. Prior to or concurrent with the approval of this Agreement, the City Council has adopted the revised Southwest Dixon Specific Plan.

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

- a. The Agreement was the subject of a properly noticed public hearing before the Planning Commission on September 12, 2005.
- b. At the conclusion of the September 12, 2005 hearing, the Planning Commission considered the Agreement; determined that the Agreement: (1) is consistent with the objectives, policies, general land uses and programs specified in the City General Plan and the revised Southwest Dixon Specific Plan; (2) is compatible with the uses authorized in, and the regulations prescribed for, the land use districts in which the properties are located; (3) is in conformity with

777153-1

AGREEMENT NO. 05-054

CERTIFIED AS A TRUE COPY

OF Solano 05-012

DATE CERTIFIED 3-3-06

Janice M. Bannan
CITY CLERK
CITY OF DIXON

public convenience, general welfare and good land use practice; (4) will not be detrimental to the health safety and general welfare; and (5) will not adversely affect the orderly development of property or the preservation of property values; and voted to recommend approval to the City Council.

c. On October 11, 2005, the Planning Commission's recommendation and determinations were presented to the City Council.

d. A properly noticed public hearing regarding the Agreement was held by the City Council on October 11 and October 25, 2005.

e. The City Council considered all written and oral testimony presented at the hearing and all evidence previously submitted to the Planning Commission, including staff reports and correspondence.

f. Notices of these hearings were given in the form and at the times required by state law, City ordinances and City Council Resolution No. 88-128.

g. The Agreement is consistent with the objectives, policies, general plan land uses and programs specified in the City General Plan and the revised Southwest Dixon Specific Plan. The policies, uses and programs are an integral part of the City General Plan and the revised Southwest Dixon Specific Plan, which specifically provide for the development as specified in this Agreement.

h. The Agreement provides that any tentative subdivision maps undertaken thereunder shall comply with the provisions of Government Code Section 66473.7.

i. The housing allocations set forth in the Development Agreement comply with the provisions of Measure B, as implemented by Article II, Chapter 1 of the Dixon City Code, as amended.

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

k. The Agreement will not be detrimental to the health, safety, peace and general welfare of persons residing in or near the project sites; nor will it be detrimental or injurious to property or persons in the adjacent neighborhoods 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 and the revised Southwest Dixon Specific Plan.

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

m. The Agreement will require Applicant to comply with all of the agreed upon conditions of approval heretofore recommended by the Planning Commission and adopted by the City Council.

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

o. The Agreement is consistent with the provisions of City Council Resolution No. 88-128 which establishes the procedures for consideration of development agreements.

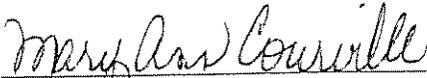
Section 5. The Mayor and City Clerk are authorized and directed to execute said Agreement on behalf of the City of Dixon. Within ten (10) days of the effective date of this ordinance, the City Clerk shall cause the executed Agreement to be recorded in the Official Records of Solano County.

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

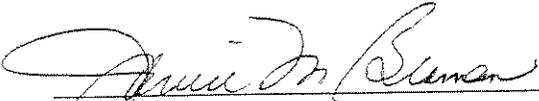
This ordinance was introduced and the title thereof read at the regular meeting of the City Council on October 25, 2005, and by majority vote of the council persons present on said date, further reading was waived.

On a motion by Ferrero, seconded by Smith, the foregoing ordinance was passed and adopted by the City Council of the City of Dixon at a regular meeting thereof, this 8th day of November, 2005, by the following vote:

AYES:	Alexander, Ferrero, Smith, Vega, Courville
NOES:	None
ABSENT:	None
ABSTAIN:	None


Mary Ann Courville
Mayor

ATTEST:


Janice Beaman
City Clerk