



CITY OF HUGHSON
REGULARLY SCHEDULED
PLANNING COMMISSION MEETING
City Hall Council Chambers
7018 Pine Street, Hughson, CA

AGENDA
TUESDAY, NOVEMBER 21, 2017 – 6:00 P.M.

CALL TO ORDER: Chair Alan McFadon

ROLL CALL: Chair Alan McFadon
Vice Chair Ken Sartain
Commissioner Julie Ann Strain
Commissioner Brian Evans
Commissioner Kevin Cloherty

Staff to be Present: Jaylen French, Community Development Director
Susana Diaz, Deputy City Clerk
Monica Streeter, Deputy City Attorney

FLAG SALUTE: Chair Alan McFadon

RULES FOR ADDRESSING THE PLANNING COMMISSION

*Members of the audience who wish to address the Planning Commission are requested to complete one of the forms located on the table at the entrance of the Council Chambers and submit it to the City Clerk. **Filling out the card is voluntary.***

1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):

Members of the Audience may address the Planning Commission on any item of interest to the public pertaining to the City and may step to the podium, State their name and City of Residence for the record (requirement of Name and City of Residence is optional) and make their presentation. Please limit presentations to five minutes. Since the Planning Commission cannot take action on matters not on the Agenda, unless the action is authorized by Section 54954.2 of the Government Code, items of concern which are not urgent in nature can be resolved more expeditiously by completing and submitting to the City Clerk a "Citizen Request Form" which may be obtained from the City Clerk.

2. PRESENTATIONS:

2.1: Hughson Cub Scout Pack 326 – Zachary Evans and Colton Taylor.

3. NEW BUSINESS:

3.1: Approve the Minutes of the Regular Meeting of October 17, 2017.

4. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

4.1: Consideration to Recommend that the Hughson City Council Adopt Ordinance No. 2017-10, amending the Development Agreement by and between the City of Hughson and Florsheim Homes relating to the Development known as Euclid South.

5. INFORMATIONAL ITEMS: NONE.

6. CORRESPONDENCE: NONE.

7. COMMENTS:

7.1: Staff Reports and Comments: (Information Only – No Action)

Community Development Director:

City Clerk:

City Attorney:

7.2: Commissioner Comments: (Information Only – No Action)

ADJOURNMENT:

WAIVER WARNING

If you challenge a decision/direction of the Planning Commission in court, you may be limited to raising only those issues you or someone else raised at a public hearing(s) described in this Agenda, or in written correspondence delivered to the City of Hughson at or prior to, the public hearing(s).

UPCOMING EVENTS:

November 23 & 24	▪ Thanksgiving Holiday, City Hall Closed
November 27	▪ City Council Meeting, City Hall Chambers, 7:00P.M.
December 2	▪ Hughson Christmas Festival, Downtown Hughson Ave. 5:30 P.M.
December 3rd, 9th 10th & 17th	▪ Operation Santa/Light Up The Town
December 19	▪ Planning Commission Meeting @ City Hall Chambers, 6:00 P.M.

**AMERICANS WITH DISABILITIES ACT/CALIFORNIA BROWN ACT
NOTIFICATION FOR THE CITY OF HUGHSON**

This Agenda shall be made available upon request in alternative formats to persons with a disability; as required by the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132) and the Ralph M. Brown Act (California Government Code Section 54954.2).

Disabled or Special needs Accommodation: In compliance with the Americans with Disabilities Act, persons requesting a disability related modification or accommodation in order to participate in the meeting and/or if you need assistance to attend or participate in a Planning Commission meeting, please contact the City Clerk's office at (209) 883-4054. Notification at least 48-hours prior to the meeting will assist the City Clerk in assuring that reasonable accommodations are made to provide accessibility to the meeting.

Notice Regarding Non-English Speakers:

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Hughson Planning Commission shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

AFFIDAVIT OF POSTING

DATE: November 17, 2017 **TIME:** 5:00 P.M.
NAME: Susana Diaz **TITLE:** Deputy City Clerk

General Information: The Hughson Planning Commission meets in the Council Chambers on the *third Tuesday* of each month at 6:00 p.m., unless otherwise noticed.

PC Agendas: The Planning Commission Agenda is now available for public review at the City's website at www.hughson.org and City Clerk's Office, 7018 Pine Street, Hughson, California on the Friday, prior to the scheduled meeting. Copies and/or subscriptions can be purchased for a nominal fee through the City Clerk's Office.

Questions: Contact the City Clerk at (209) 883-4054.



CITY OF HUGHSON
PLANNING COMMISSION MEETING

CITY HALL COUNCIL CHAMBERS
7018 Pine Street, Hughson, CA

MINUTES

TUESDAY, OCTOBER 17, 2017 – 6:00 P.M.

CALL TO ORDER: Chair Alan McFadon

ROLL CALL:

Present: Chair Alan McFadon
Vice Chair Ken Sartain
Commissioner Brian Evans
Commissioner Kevin Cloherty

Absent: Commissioner Julie Ann Strain

Staff Present: Susana Diaz, Deputy City Clerk
Monica Streeter, Deputy City Attorney

FLAG SALUTE: Chair Alan McFadon

1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):

No Public Comments.

2. PRESENTATIONS: NONE.

3. NEW BUSINESS:

3.1: Approve the Minutes of the Regular Meeting of August 15, 2017.

4-0-0-1 EVANS/SARTAIN motion passes to approve the Minutes as presented.

3.2: Approve the Amended Minutes of the Regular Meeting of March 21, 2017.

4-0-0-1 SARTAIN/CLOHERTY motion passes to approve the Amended Minutes of the regular meeting of March 21, 2017 as presented.

4. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

4.1: Consideration to Recommend that the Hughson City Council Adopt Ordinance No. 2017-08, amending the Development Agreement by and between the City of Hughson and Fitzpatrick Homes relating to the Development know as Euclid North.

Chair McFadon opened the Public Hearing at 6:03 P.M. Dennis Fitzpatrick from Fitzpatrick Homes was present to answer questions of the Planning Commission. Chair McFadon closed the Public Hearing at 6:07 P.M.

4-0-0-1 SARTAIN/EVANS motion passes to recommend that the Hughson City Council Adopt Ordinance No. 2017-08, amending the Development Agreement by and between the City of Hughson and Fitzpatrick Homes relating to the Development know as Euclid North.

4.2: Recommend that the Hughson City Council Adopt Ordinance No. 2017-09 Adding Chapter 15.18 – Electric Vehicle Charging Stations to Title 15 of the Hughson Municipal Code.

Deputy City Clerk Susana Diaz presented the staff report on item 4.2. The Planning Commission deliberated on the item. Chair McFadon opened the Public Hearing at 6:17 P.M. Chair McFadon closed the Public Hearing at 6:17 P.M.

4-0-0-1 EVANS/SARTAIN motion passes to recommend that the Hughson City Council Adopt Ordinance No. 2017-09 Adding Chapter 15.18 – Electric Vehicle Charging Stations to Title 15 of the Hughson Municipal Code.

5. INFORMATION ITEMS: NONE.

6. CORRESPONDENCE: NONE.

7. COMMENTS:

7.1: Staff Reports and Comments: (Information Only – No Action)

Deputy City Clerk:

Deputy City Clerk Susana Diaz informed the Planning Commission of the open recruitment of Planning/Building Assistant currently open through October 27, 2017.

7.2: Commissioner Comments: (Information Only – No Action)

Commissioner Evans noted that he participated in the Peace Officer Memorial Run/Walk.

ADJOURNMENT:

Chair McFadon adjourned the meeting at 6:21 P.M.

ALAN MCFADON, Chair

SUSANA DIAZ, Deputy City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 4.1

SECTION 4: PUBLIC HEARING

Meeting Date: November 21, 2017
Subject: Recommend that the Hughson City Council Adopt Ordinance No. 2017-10 Amending the Euclid South Development Agreement
Enclosures: Ordinance No. 2017-10
Original Euclid South Development Agreement
Presented By: Monica Streeter, Deputy City Attorney

Recommendation:

Recommend that the Hughson City Council adopt Ordinance No. 2017-10, an Ordinance of the City Council of the City of Hughson amending the Development Agreement with Florsheim Homes relating to the development known as Euclid South.

Background and Overview:

On January 8, 2007, the Hughson City Council adopted Ordinance No. 06-15 approving a Development Agreement between the City and Florsheim Homes relating to development known as Euclid South.

Discussion:

In August 2017, Florsheim Homes contacted City staff to request an extension to the adopted Development Agreement, which is set to expire in November 2017. Due to the housing bust and economic downturn, Florsheim Homes did not believe that completing the project was feasible in the current timeframe, when the market has not supported development of residential units until recently.

As part of the amendment, Florsheim Homes has agreed to pay the City's current development impact fees as opposed to those within the original development agreement. The purpose of the Development Agreement extension is to preserve the life of the map approval, and associated entitlements, of the project.

The Development Agreement and thus the associated map is set to expire this month, which would be prior to the finalization of the Development Agreement extension, which will be approved by City Council in November and December. However, the submittal of an application to extend the Development Agreement

extends the life of the Map for 60 days. This will provide adequate time to finalize the extension.

The Euclid North and Euclid South projects are linked through similar conditions of approval, a shared park and a coordinated land use pattern and street network. The two developers have coordinated since project inception to ensure compatibility in the development areas. The Euclid North Development Agreement extension was heard by the Planning Commission in October and a public hearing was held before the Hughson City Council on October 23rd. The Ordinance, approving the extension was approved by the City Council on November 14, 2017. This item is to seek council approval to adopt Ordinance No. 2017-10, which amends the Euclid South Development Agreement as follows:

1. Revises Development Impact Fees from those in Exhibit E-1 to the City's current development impact fee schedule.
2. Extends Development Agreement term 48-months to November 20, 2021.
3. Adds three (3) Conditions of Approval, including:
 - a. Prior to issuance of the first Certificate of Occupancy for a single-family home, the developer shall form a Community Facilities District (CFD) to provide funding for operations, maintenance and servicing of public infrastructure, facilities, improvements, landscaping and other features in public rights-of-way.
 - b. The Project Proponent shall be responsible for the purchase of one (1) radio tower in order for new water meter radios to be able to transmit usage information. The City is implementing a wireless, cloud-based water usage tracking system. *This is a shared condition with the Euclid North project. An extension to the Euclid North Development Agreement is in the process of being approved by the Hughson City Council.*
 - c. The Project Proponent shall coordinate with the Hughson Police Chief to provide a POD (Police Observation Device) security camera to align with the City program to install security cameras throughout the City. *This is a shared condition with the Euclid North project.*

**CITY OF HUGHSON
CITY COUNCIL
ORDINANCE NO. 2017-10**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUGHSON
AMENDING THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF HUGHSON AND FLORSHEIM HOMES RELATING TO THE
DEVELOPMENT KNOWN AS EUCLID SOUTH**

WHEREAS, pursuant to Hughson Ordinance No. 90-59, the City of Hughson (“City”) may enter into, or amend a Development Agreement with the owner and/or developer of real property within the City; and

WHEREAS, on January 8, 2007 the Hughson City Council adopted Ordinance No. 06-15 approving a Development Agreement between the City and Florsheim for the development of certain real property within the City (hereinafter called “Development Agreement”); and

WHEREAS, Florsheim Homes has requested an amendment to the Development Agreement due to changes in market conditions which for several years after the recording of the Development Agreement did not support development of residential units for sale; and

WHEREAS, the City and Developer are entering into this Amendment to the Development Agreement to memorialize the terms affecting the remainder of the Project.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF HUGHSON DOES ORDAIN AS FOLLOWS:

Section 1. Part II, Section 1.D. is hereby amended to read as follows:

“D. Term. The term of this Agreement shall commence upon the Effective Date and shall extend until November 20, 2021 or until one (1) year after “Project Buildout” as hereinafter defined, whichever is earlier, unless said term is otherwise modified by circumstances set forth in this Agreement or by the mutual consent of the parties hereto. For purposes of this Agreement, “Project Buildout” shall mean the date on which a Certificate of Occupancy (or comparable instrument) is issued for the last project improvement or residential home or other structure to be constructed in the Project. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect, except as may be specified otherwise herein.”

Section 2. Part II, Section 3.E. is hereby amended to read in full as follows:

“E. Fees. Fees to be paid by Developer shall be as specified in this section.

Developer shall also pay fees expressly specified in this Agreement or the Project Approval, such as, but not limited to, those specified in Section 5.C.ii, or 3.F., of this Agreement. No reimbursements or credits other than those specified herein, if any, are or shall be due to Developer. Notwithstanding the preceding sentence, any fee credit resulting from additional sewer fees to fund the waste water treatment plant expansion established by the City after adoption of that certain “Advance Funding Agreement for the Hughson Waste Water Treatment Plant Agreement”, entered into by and between Developer and the City, shall be applied to the Sewer Fee for the benefit of Developer if such a credit is applicable. All fees specified below shall be collected at the time of building permit issuance.

Fee Schedule	Per Unit
Public Facility Fee	\$3,050
Storm Drain Fee	\$2,814
Sewer Fee	\$13,755
Water Fee	\$3,803
Construction Water Fee	\$155
Street Fee	\$1,505
Park Development Fee	\$2,667
Park In-Lieu Fee	\$1,991
Community Enhancement Fee	\$1,008
Miscellaneous Fee	\$42

Notwithstanding the preceding portion of this Section II.3.E., the parties agree as follows:

- (i) The fees shown in the table above may be increased at three (3%) percent per year, or by the percentage increase in the Engineering News Record Construction Cost Index, at the discretion of the City Manager of City, for the period of time from recordation of this Amendment, to the time of payment of such fees; and
- (ii) Community Enhancement Fee. Developer shall pay, at the time of issuance of building permits per lot for each lot for which a building permit is issued, a community enhancement fee as identified in the table above. Such funds shall be used by City for any project which will, in City’s sole discretion, enhance the quality of life for residents of the City, and/or ameliorate the negative effect on older areas of the City caused by the economic pressure generated by new development, including but not limited to, public art, maintenance, repair or upgrading of public facilities, recreation, parks, or historical preservation. City and Developer, its successors and assigns, agree that notwithstanding any other provision of law, the imposition and accounting for these funds shall not be subject to the requirements of the Mitigation Fee Act (Government Code Sections 66000-66025).”

Section 3. Part II, Section 3.B. is hereby amended to read in full as follows:

“B. Conditions of Approval. Developer shall complete and comply with the Conditions of Approval, attached hereto as Exhibit “C-2”, which are a part of the Project Approvals, except as clarified herein.

As part of Amendment #1 to the Development Agreement, which seeks to extend the term of the Agreement by four (4) years, the City is attaching additional conditions of approval to the proposed project, as follows:

- (i.) Prior to issuance of the first Certificate of Occupancy for a single family home, the developer shall form a Community Facilities District (CFD) to provide funding for operations, maintenance and servicing of public infrastructure, facilities, improvements, landscaping and other features in public rights-of-way.
- (ii.) The Project Proponent shall be responsible for the purchase of one (1) radio tower in order for new water meter radios to be able to transmit usage information. The City is implementing a wireless, cloud-based water usage tracking system.
- (iii.) The Project Proponent shall coordinate with the Hughson Police Chief to provide a POD (Police Observation Device) security camera to align with the City program to install security cameras throughout the City.

Section 4. Part II, Section 18 is amended to delete the following exhibits*:

“Exhibit “E” Fees and Credits

Exhibit E-2 Reimbursement Items per Section 3 of this Agreement.”

**(Note: Exhibit E consists of E-1 and E-2; E-2 is listed as a separate exhibit in the Agreement)*

Section 5. All other terms and conditions of the Development Agreement, as amended, are unmodified and remain in full force and effect.

Section 6. This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 7. If any provision of this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The city council

hereby declares that it would have adopted this ordinance irrespective of the validity of any particular portion thereof.

Section 8. This ordinance shall become effective thirty (30) days after its final passage.

Section 9. Within fifteen (15) days after its final passage, the City Clerk shall cause this ordinance to be posted in full accordance with Section 36933 of the Government Code.

The foregoing ordinance was introduced and the title thereof read at the regular meeting of the City Council of the City of Hughson held on _____, and by a unanimous vote of the council members present, further reading was waived.

On motion of councilperson _____, seconded by councilperson _____, the second reading of the foregoing ordinance was waived and this ordinance was duly passed by the City Council of the Hughson City Council at a regular meeting thereof held on _____, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

JERAMY YOUNG, Mayor

ATTEST:

SUSANA DIAZ, Deputy City Clerk



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2007-0140818-00

Tuesday, NOV 20, 2007 08:19:00
Ttl Pd \$0.00 Nbr-0002441412
OMC/R2/1-7295

RECORDING REQUESTED BY:

CITY MANAGER
CITY OF HUGHSON

AND WHEN RECORDED MAIL TO:

CITY MANAGER
CITY OF HUGHSON
P. O. BOX 9
HUGHSON, CA 95326

**DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF HUGHSON AND FEATHERS GLEN, LLC
RELATING TO THE DEVELOPMENT KNOWN AS
EUCLID SOUTH**

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**DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF HUGHSON AND FEATHERS GLEN, LLC
RELATING TO THE DEVELOPMENT KNOWN AS
EUCLID SOUTH**

THIS DEVELOPMENT AGREEMENT (hereinafter this "Agreement") is entered into this 8th day of January 2007, by and between the CITY OF HUGHSON, a municipal corporation organized and existing under the laws of the State of California (hereinafter the "City"), and FEATHERS GLEN, LLC, a California limited liability company (hereinafter the "Developer"). This Agreement is made pursuant to the authority of Section 65864 et seq. of the Government Code of the State of California. Developer and City are, from time to time, hereinafter referred to individually as a "party" and collectively as the "parties."

**I.
RECITALS**

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs of development, the Legislature of the State of California adopted Section 65864 et seq. of the Government Code (the "Development Agreement Statute"), which authorizes the City to enter into a development agreement with any person/entity having a legal or equitable interest in real property providing for the development of such property and establishing certain development rights therein.

B. Pursuant to Government Code Section 65865(c), the City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements and this Development Agreement has been processed, considered and executed in accordance with those City rules and regulations.

C. Feathers Glen, LLC is a California limited liability company, and is the owner of that certain parcel of land, consisting of approximately 19.55 acres, located in the City, as diagrammed in Exhibit "A" attached hereto, and more particularly described in Exhibit "B" attached hereto ("Project Site").

D. It is the intent of Developer to develop the Project Site, in accordance with a Final Subdivision Map ("Final Map"), prepared in substantial conformance with that certain Vesting Tentative Subdivision Map ("Vesting Tentative Map") approved by the City on March 13, 2006; attached hereto as Exhibit "C-1"; and with the Conditions of Approval for the Vesting Tentative Subdivision Map, attached hereto as Exhibit "C-2", and the terms and conditions of this Agreement. Such development of the Project Site is hereinafter called the "Project".

E. The Project Site is designated in the City's General Plan as Medium Density Residential and is zoned R-1 (Single Family Residential).

F. The Developer has applied for, and the City has approved, various land use approvals, entitlements and allocations relating to the development of the Project and Project Site that will allow Developer to build the Project without need to obtain further discretionary approvals, except for the design review process pursuant to Hughson Municipal Code Chapter 17.104. These actions are collectively referred to as "Project Approvals" and include, without limitation, the following: Approval of the Vesting Tentative Map, and the Conditions of Approval thereto, and current zoning of the Project Site, and the current General Plan designation of the Project Site.

G. The Project Approvals and this Agreement have all been properly reviewed and assessed by the City pursuant to the California Environmental Quality Act, California Public Resources Code section 21000 et seq. ("CEQA"), and the "CEQA Guidelines," 14 California Administrative Code section 15000 et seq., promulgated thereunder.

H. Development of the Project Site in accordance with the Project Approvals will provide for orderly growth consistent with the goals, policies, and other provisions of the City's General Plan.

I. On November 28, 2006, following a duly noticed public hearing and following appropriate environmental review and compliance with CEQA, the Planning Commission recommended that the City Council approve this Agreement.

J. On December 11, 2006, following a duly noticed public hearing and following appropriate environmental review and compliance with CEQA, the City Council introduced Ordinance No. 06-15, approving this Agreement. On January 8, 2007, the City Council adopted Ordinance No. 06-15, approving this Agreement, made appropriate findings that the provisions of this Agreement are consistent with the City's General Plan as well as all other applicable plans, policies and regulations of the City and authorized execution of this Agreement. In adopting Ordinance No. 06-15, the City Council also determined that the environmental documentation for the Project adequately addressed the environmental review of each of the Project Approvals and of this Agreement. A copy of the City Council's Ordinance No. 06-15 is attached hereto as Exhibit "D".

K. For the reasons recited herein, Developer and the City have determined that the Project is the type of development for which this Agreement is appropriate. This Agreement will eliminate uncertainty in planning and provide for the orderly development of the Project Site; ensure funding for, and progressive installation of, necessary public improvements; provide funding for traffic improvements, and community facilities, and efforts to combat homelessness; provide for public services appropriate to the development of the Project; ensure attainment of the maximum effective utilization of resources within the City at the least economic cost to its citizens; and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted.

L. In exchange for these benefits to the City, together with the public benefits that will result from the development of the Project and Project Site pursuant to this Agreement and the Project Approvals, Developer desires to receive the assurance that it may proceed with the Project in accordance with the Project Approvals, this Agreement

and the ordinances, resolutions, policies and regulations of the City in effect on the Effective Date of this Agreement, pursuant to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the parties hereto agree as follows:

II. AGREEMENT

Section 1. General Provisions.

A. Incorporation of Recitals. The Recitals set forth above, the introductory paragraph preceding the Recitals, and all defined terms set forth in both, are hereby incorporated into this Agreement as if set forth herein in full.

B. Covenants. The provisions of this Agreement shall constitute covenants or servitudes which shall run with the land comprising the Project Site and the burdens and benefits hereof shall bind and inure to the benefit of all estates and interests in the Project and Project Site, or any portion thereof, and all successors in interest, transferees or assignees to the parties hereto, as further set forth in Section 16 of this Agreement.

C. Effective Date. This Agreement shall become effective upon the thirtieth (30th) day following the adoption by the City Council of Ordinance No. 06-15 approving this Agreement, or the date upon which this Agreement is executed by Developer and by the City, whichever is later (the "Effective Date").

D. Term. The term of this Agreement shall commence upon the Effective Date and shall extend until the tenth (10th) anniversary of the Effective Date or until one (1) year after the "Project Buildout" as hereinafter defined, whichever is earlier, unless said term is otherwise modified by circumstances set forth in this Agreement or by the mutual consent of the parties hereto. For purposes of this Agreement, "Project Buildout" shall mean the date on which a Certificate of Occupancy (or comparable instrument) is issued for the last Project improvement or residential home or other structure to be constructed in the Project. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect, except as may be specified otherwise herein. The term of the Vesting Tentative Map shall be no less than the term of the Agreement as described in this Section.

Section 2. Definitions.

In this Agreement, unless the context otherwise requires:

A. "City" shall have that meaning set forth in the introductory paragraph preceding the Recitals.

B. "Development Agreement Statute" shall have that meaning set forth in Recital paragraph A of this Agreement.

C. "Effective Date" shall have that meaning set forth in Section 1.C. of this Agreement.

D. "Project" shall have that meaning set forth in Recital paragraph E of this Agreement.

E. "Project Site" shall have that meaning set forth in Recital paragraph D of this Agreement.

F. "Developer" shall have that meaning set forth in the introductory paragraph preceding the Recitals and in Recital paragraph C of this Agreement and includes the Developer's successors-in-interest.

G. "Project Approvals" shall have that meaning set forth in Recital paragraph G of this Agreement.

Section 3. Obligations of Developer.

A. In General. In consideration of City entering into this Agreement, Developer agrees that it will comply with this Agreement and with all Project Approvals, and with the Improvement Plans submitted as required herein, or in the Conditions of Approval. The parties acknowledge that the execution of this Agreement by City is a material consideration for both Developer's acceptance of, and agreement to comply with, the terms and conditions of this Agreement and the Project Approvals, and with the Improvement Plans submitted as required herein, or in the Conditions of Approval as specifically set forth herein, and Developer's waiver of any legal or equitable rights or remedies it might allege to have in a lawsuit challenging the terms and conditions of this Agreement and/or the Project Approvals. Developer shall pay those fees, make those dedications and otherwise be subject to those conditions/exactions expressly prescribed in this Agreement and in the Project Approvals; and in the Improvement Plans submitted as required herein, or in the Conditions of Approval.

B. Conditions of Approval. Developer hereby agrees to complete and comply with the Conditions of Approval, attached hereto as Exhibit "C-2", which are a part of the Project Approvals, except as clarified herein.

C. City Approval. It is understood and agreed that whenever approval of the City Engineer is required in the Project Approvals, Improvement Plans, Conditions of Approval, or this Agreement, the approval of the City Public Works Director shall also be required. Such approvals shall not be unreasonably withheld.

D. Maintenance District. Developer agrees, at Developer's expense, and at City's discretion, to form, or cooperate with the City in forming, a lighting and landscaping assessment district, or any similar district, or to annex to an existing district, for the purpose of providing for the maintenance of landscaping and lighting, irrigation systems, and other authorized facilities required to be installed for the Project. Such district may be a single district covering both the Project and Euclid North. Such district is to be formed prior to the first issuance of a building permit for construction in the Project. In City's sole discretion, annexation to an existing such district may occur in lieu of formation of a new district. All

costs associated with the formation of such District shall be borne by Developer.

E. Fees. All fees to be paid by Developer, and credit for partial duplication of fees, and credit for Public Improvements constructed by Developer and land dedicated by Developer which would otherwise entitle Developer to reimbursement are, and shall only be, as specified in Exhibit E attached hereto and incorporated herein, except that Developer shall also pay fees expressly specified in this Agreement or the Project Approval, such as, but not limited to, those specified in Section 5.C.ii, or 3.F., of this Agreement. No reimbursements other than those specified in Exhibits E-1 and E-2 if any, are or shall be due Developer, except as provided in Sections 3.G., 3.H. and 3.J. of this Agreement. Such fees shall be collected at the time of building permit issuance. Notwithstanding the preceding portion of this Section II.3.E., the following shall apply:

- (i) The fees shown on Exhibit E as Plans Fees shall be paid within ten (10) days of the recordation of this Agreement; and
- (ii) The fees shown on Exhibit E may be increased at three (3%) percent per year, or by the percentage increase in the Engineering News Record Construction Cost Index, at the discretion of the City Manager of City, for unpaid fees, for a period of time from recordation of this Agreement, to the time of payment of such fees.

F. Staff and Attorney Reimbursement. Developer shall pay to City, within thirty (30) days of submission of an invoice, detailing all the work done and costs charged to the City, costs incurred by City for services performed by City Attorney in drafting, negotiating and administering this Agreement, and by the City Engineer and the City's building inspector and public works inspector for any services performed in connection with this Agreement, all at the rates actually charged by them to City, or, if the building inspector and/or public works inspector are employees of City, a pro rata share of the total cost to the City of such employee(s). Developer agrees that, if Developer shall desire more, or more frequent, inspections than the City can provide with the staff and contractors it has as of the date of recordation of this Agreement, City may either hire additional contract inspectors, in which case Developer shall reimburse City, on a monthly basis in arrears, for the cost of such hire, plus ten percent (10%) for administrative costs, or City may hire a full or part time employee, in which case Developer shall reimburse City, on a monthly basis, in arrears, for a pro rata share of the total cost to the City of such employee, plus ten percent (10%) for administrative costs, for the period from hire to the end of the term of this Agreement.

G. Storm Water Basin/Park Development. Pursuant to the Vesting Tentative Map and the Project Approvals, Developer shall dedicate to City Lot "A" shown on the Vesting Tentative Map, as a storm drain basin and park; Developer shall rough grade Lot "A" and make such improvements as are required to enable the storm drain basin to function, all to the satisfaction of the City Engineer, and shall dedicate such property to the City. The portion of Lot "A" which is in excess of that required for the storm drain basin shall be credited against park land dedication requirements of Developer. Developer shall prepare, or cause to be prepared, a park development plan for review by all appropriate City boards or commissions, including the City Council. ("Lot A Park Plan") The cost of the preparation of such Plan

shall be a credit against park development fees. City shall determine, no later than July 1, 2007, whether Developer shall cause to be developed the park on Lot "A". If City determines that such a park shall be developed, or if City fails to make any determination prior to July 1, 2007, then after final approval by the City Council, Developer shall cause a park to be developed on Lot "A" in accordance with the approved Plan, at Developer's expense and cost, provided that Developer shall receive a credit against park development fees otherwise due from Developer, up to the full amount of said fees. All such work shall be paid for at prevailing wage rates. Developer shall submit to City monthly reports on expenses and costs of such development. Developer shall dedicate all park improvements to City. After acceptance of such dedication by City, and after a final accounting for the cost of such park development, Developer shall, as noted, receive credit against park development fees, up to the full amount of such fees due, and, if the cost of such park development is less than the park development fees due, Developer shall, with 120 days of acceptance by City, pay the difference to City. Conversely, if the cost of such park development is greater than the park development fees, City shall, within 120 days of acceptance by City, pay the excess to Developer. For purposes of this Section 3.G., costs and expenses shall include actual costs and expenses, plus 10% for overhead and management provided that, where inspection fees for required inspections are to be paid, City shall pay such fees directly. Conversely, if City determines that the park shall not be developed, developer shall pay the park development fees otherwise required to be paid. Developer may, at the discretion and sole expense and cost of Developer, and subject to the permission of City, by its City Manager or his or her designee, install a "tot lot" on Lot "A" pending the decisions by the City to have built, or not have built, the park. It is understood and agreed that this section is duplicated in to the Development Agreement for Euclid North, and credits and reimbursement shall go, pro rata, to the Developer (as between Euclid North and Euclid South) which dedicates land and/or pays the costs set forth herein.

H. Water Supply. No occupancy shall be allowed, unless at the time of occupancy the City Engineer and the Public Works Director have determined that sufficient and appropriate water supply system infrastructure improvements have been completed, and permitted by the California Department of Health Services, and either dedicated to, or an irrevocable offer of dedication has been made to, City, and placed on line. The requirement to complete a sufficient and aggregate water supply system shall be met, as to the water generation component, by construction of a well, and installation of necessary and ancillary pumps, motors, control systems, and other systems and equipment necessary for operation of said well, on a site acceptable to both Developer and City's City Manager (or designee), of a capacity acceptable to City, in accordance with plans approved by City's Engineer, and dedication to City of such well and equipment, and an area for the well site, of such size as is acceptable to City's Engineer, to City, and acceptance thereof by City. Developer shall prepare plans for such construction for approval by City's Engineer, prepare a deed of the well site and equipment in a form acceptable to City's Attorney, and cause such well, and equipment, to be constructed and installed. All such work shall be paid for at prevailing wage rates. The well site shall be valued at an agreed upon value, determined by Developer and City's City Manager (or designee), or, if there is no such agreement, by an independent third party appraiser, the cost of whom shall be split between Developer and City. Developer shall submit monthly cost and expenses reports, and, after approval of said reports by City's City Manager (or designee), the amount thereof shall be credited against the amount of the Water

Fee otherwise due from Developer. For purposes of this Section III. H., costs and expenses shall include actual costs and expenses, plus 10% for overhead and management provided that, where inspection fees for required inspection are to be paid, City shall pay such fees directly. If, after acceptance of the well, well site and equipment by City, there remains due any amount of the Water Fee, Developer shall pay such residue within 120 days of such acceptance. If, prior to such acceptance, the credit for the Water Fee is exceeded, City shall thereafter, on a monthly basis, within 30 days of submission of the required monthly report, pay Developer such excess, less 10% retention. Such retention shall be paid to Developer 40 days after the filing of a notice of completion, unless Civil Code sections 3179 and following are applicable. If, in the City's sole discretion, City determines that construction of the well and equipment needs to be expedited, and construction of the well and equipment has not commenced (or commenced and been suspended), City may assume responsibility for such construction. In such event, Owner and/or Developer shall immediately deed the well site, if not already done, and shall provide all necessary temporary access across other property owned by Developer and/or Owner to allow City to construct, or cause to be constructed, such well and equipment, and Developer, in lieu of receiving credit against Water Fees due, shall pay the remaining balance of such Water Fee in accordance with Section 3.E of this Agreement. It is understood and agreed that this section is duplicated in the Development Agreement for Euclid North, and credits and reimbursements shall go, pro rata, to the Developer (as between Euclid North and Euclid South) which dedicates land and/or pays the costs set forth herein.

I. Fences. Developer shall, before allowing occupancy of any lot, install a fence, of at least six feet in height, and constructed to City Standard Specifications, along the property line of any lot adjoining an existing occupied property outside the Project.

J. Clarification of Existing Conditions of Approval. The following clarifications to the existing Conditions of Approval (to the Project Approvals) are hereby provided by the parties. These interpretations shall control during the life of the Project, regardless of whether this Agreement is still in place, unless a new clarification or modification is agreed to by the parties.

There are certain concepts that apply generally to certain of the Project's Conditions of Approval. First, this Project has been planned in tandem with the Euclid South project. In certain of the Project's Conditions of Approval, the obligations to satisfy that Condition of Approval are joint and severable as between the Developer and the Euclid South developer. Such Conditions of Approval shall be referred to as "Joint Conditions" and such Joint Conditions shall be subject to the following "Joint Condition Protocol":

- (i) The satisfaction of a Joint Condition by one developer shall be considered satisfaction of the Joint Condition by the other developer.
- (ii) If one developer has provided plans, materials, and other documents to City ("Joint Condition Documents") in connection with the satisfaction of a Joint Condition but that developer does not proceed with the satisfaction of that Joint Condition, then City shall provide the Joint Condition Documents to the other

developer so that that developer may proceed with satisfaction of the Joint Condition.

Second, certain of the Conditions of Approval require City to reimburse Developer for the construction of public improvements. Such City reimbursement shall be subject to the following "Reimbursement Protocol":

- (i) Developer shall provide City with an engineers' estimate of the projected cost of construction of the public improvement.
- (ii) Developer and City shall agree upon the projected cost.
- (iii) Developer and City shall agree to a monthly schedule for progress payments by City to Developer.
- (iv) Developer shall provide monthly invoices to City for the actual cost of the construction of the public improvement; included with the invoice shall be reasonable, clear, and detailed documentation of the costs, *e.g.*, bills from contractors, invoices for materials, etc.
- (v) City shall make monthly progress payments to Developer based on the actual cost of construction of the public improvement.

This Reimbursement Protocol applies to both the specific instances in this Agreement where it is referenced, and additionally to the oversized component of any public improvements beyond those listed in this Agreement that City requires Developer to oversize to serve other development outside of the Project, notwithstanding any provision to the contrary in City's Subdivisions and Development Code (in particular Hughson Municipal Code Chapter 16.44). City and Developer shall agree on the cost, or the percentage of cost, of the oversized component prior to the commencement of such oversized public improvement.

The following Conditions of Approval are clarified as indicated:

Condition No. 8. Developer shall work together with the developer of Euclid North to install a new well within the combined project site. The location of the well is to be determined via a test well process to be conducted by the developers and approved by the City Engineer. The location of the well shall be determined prior to final map approval. The well shall be required to be fully furnished, operational, and permitted by the State Department of Health Services prior to occupancy of any homes in the project. This also includes satisfactory connection transfer mains to the other key locations of the system such as well 6. Within the design of the approved park development plan there may be a designated area for a future underground water storage facility. It shall be City's responsibility to design and install such a facility, if needed.

Condition No. 10. Developer must plan for contingencies should the Euclid North project not be completed at the same time as Euclid South. Therefore, the developer must provide temporary access to Euclid Avenue over the portion of A Street, shown on the attached Exhibit A, which lies within Euclid North, and a temporary turnaround within the project site to

allow for emergency vehicle access and other services. The land used for the turnaround temporary measures may be turned back into buildable lots once access through the Euclid South project is completed sufficiently so that such a turnaround is no longer necessary.

Condition No. 9. Developer must plan for contingencies should the Euclid North project not be completed at the same time as Euclid South. Should Euclid South be constructed prior to Euclid South, the developer must obtain the necessary easements for adequate water, and sewer, as shown on the attached Exhibit "C-1" for a secondary road access connection to the west via Morgan Lynn Lane, as shown on the attached Exhibit "C-1" and for the storm drain basin/park, as shown on the attached Exhibit "C-1" The road access may be in an alternate location or pathway acceptable to the City and approved by the City Council. All easements shall be obtained prior to final map approval.

Condition No. 11. Condition No. 11 is hereby waived.

Condition No. 12. Developer's and City's obligations as to the park's storm drain basin shall be only as set forth in this Condition No. 12 and in Section 3.G. of this Agreement. Developer is required to ensure that the park/storm drain basin outlot is an acceptable dual-use facility as reviewed and approved by the City Engineer and Director of Planning.

In addition, Developer shall dedicate to City in fee, and City shall accept, the linear walkway located at the park/storm drain basin, and Developer shall not be entitled to any parkland credit for its construction and dedication of the linear walkway. Developer shall construct the linear walkway and the park/storm drain basin in accordance with the preliminary landscape design dated October 2, 2006 by KLA Landscape Architects. Since the width of the linear walkway is twenty (20) feet, the side yard set back from the adjacent residences shall be reduced to a minimum setback of five (5) feet from the property line, fencing and/or separation along the linear walkway. The combination of the twenty (20) foot linear walkway and the five (5) foot side yard setback of the residence on either side of the walkway will result in a separation of approximately thirty (30) feet between the residences that abut the linear walkway. The linear walkway shall be included in the calculation of the required setbacks for adjacent residences, provided that the walkway shall meander (to the best efforts of the architects) so as to maximize the setback from adjacent residences to the walkway, and provided that there shall be a minimum setback of 5 feet from the fencing or other separation along the linear walkway.

Section 4. Performance of Work.

A. Performance of Work. To the extent that the Conditions of Approval or this Agreement require the construction of public improvements for the Project ("Public Improvements") the Developer shall construct all of the Public Improvements in the Project in accordance with City of Hughson Standard Drawings and Standard Specifications on file in the office of the City Public Works Director of said City as of the Effective Date of this Agreement, and as shown on the improvement plans submitted by Developer, and reviewed and signed by the City Engineer.

B. Improvements. Time Limit. Developer agrees to cause all Public Improvements to be made and to fully comply with the requirements of the Hughson Municipal

Code, and pay for any materials, provisions, provender or other supplies used in, upon, for or about the performance of said work, or for any work or labor done thereon of any kind, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor. Developer agrees to complete the Public Improvements associated with the Project as follows: Public Improvements associated with and necessary for, each phase of the Project, as determined by the City Engineer, shall be completed prior to acceptance of a Final Map for such phase, or shall be secured pursuant to the provisions of this Agreement. All Public Improvements are to be completed by Project Buildout, or ten (10) years from the Effective Date of this Agreement, whichever is earlier. In the event that Developer shall fail to complete such Public Improvements within said time, City may complete the same and recover the full cost and expense thereof from Developer, and Developer agrees to reimburse City for such full cost and expense. Nothing in this Agreement shall prevent Developer from making said Public Improvements prior to posting improvement securities as herein provided, and posting of improvement securities shall be required only if a final map is requested prior to completion of such Public Improvements, and such improvement securities shall be required only for the uncompleted Public Improvements.

C. Inspections. The City Engineer shall inspect all of the Public Improvements made to see that they comply with City subdivision regulations. The Developer hereby grants access to the Project and Project Site for inspection purposes and agrees to provide timely notice to the City Engineer in advance of required inspection, pursuant to City Improvement Standards and applicable City ordinances. Developer shall pay to City the cost to City for all inspection, and other services furnished by City in connection with the Project by paying Plan Check and Inspection fees, and shall also reimburse City for the actual cost charged to City by City Engineer for all services performed in accordance with this Agreement, such charges to be at the normal rate charged the City by the City Engineer. However, all costs in soil testing, concrete testing and compaction testing will be the responsibility of the developer. Plan check and inspection fees will be based on the approved engineer's estimate.

D. Improvement Security. The Developer agrees to post a security with the City which shall be in an amount deemed sufficient by the City Engineer to cover one hundred percent (100%) of the cost of uncompleted Public Improvements, engineering, and incidental expenses, guaranteeing faithful performance of the agreement. The cost of the Public Improvements, engineering, and incidentals will be established by the City Engineer based upon approval of the improvement plans. In addition to the above, a second security in the sum of one hundred percent (100%) of the aforementioned costs guaranteeing payment to the contractor, his subcontractor and to persons renting equipment or furnishing labor or materials to them, is required to be posted by the Developer. Securities required in this paragraph may be in the amount required for each phase of the Project. Securities required in this paragraph are collectively called "Improvement Securities".

The required improvement securities shall be approved by the City Attorney and shall be posted and in effect prior to the approval of the Final Map of the Project, or each phase of the Project, by the City. The improvement securities shall be:

- i. A cash deposit or deposits made with the City; or

or

ii. A bond or bonds by one or more duly authorized corporation sureties;

iii. An instrument or instruments of credit from one or more financial institutions subject to regulation by the state or federal government pledging that the funds necessary to meet the performance are on deposit and guaranteed by the instrument shall become trust funds for the purposes set forth in the instrument.

- (a). If the improvement security is other than a cash bond or deposit, the improvement security amounts specified in this Section 4.D. shall be increased two (2%) for the purposed of covering the cost and reasonable expenses and fees, including reasonable attorneys' fees, which may be incurred by the City and successfully enforcing the obligation secured.
- (b). Upon final acceptance by the City of the Public Improvement, and after the lapse of thirty-five (35) days from the filing of a Notice of Completion, and except as may be required to handle any claims made against the Developer, the City, and/or the contractor which are secured by the Improvement Securities, the Improvement Securities may be released upon the filing of a warranty bond and documentation security (if necessary) in accordance with Sections 4.F and 4.G of this Agreement.

E. Changes or Alterations. Developer shall perform any changes or alterations in the construction and installation of such Public Improvements required by City, provided that all such changes or alterations do not exceed 10 percent of the original total estimated cost of such Public Improvements.

F. Warranty. The Developer shall furnish City with a warranty bond in the amount of 10% of the improvement costs to guarantee such Public Improvements for a period of one year following the completion by Developer and filing of Notice of Completion by City against any defective work or labor done, or defective materials furnished, or adverse effect to any portion of adjacent properties in the construction of the Public Improvements. Developer agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements within one (1) year of acceptance thereof.

G. Monumentation and Monumentation Security. Developer shall replace, or have replaced, or repair or have repaired, as the case may be, all pipes and monuments shown on the Map which have been destroyed or damaged, and Developer shall replace or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or by any public or private corporation, or by any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction and subject to the approval of the City Engineer. Developer shall provide such monumentation as may be required by City Engineer, in accordance with accepted standards.

The Developer shall post security guaranteeing the payment of the cost of setting the monuments. The cost of setting the monuments will be determined by the City Engineer upon approval of the improvement plans. The Developer shall pay the engineer or surveyor for the cost of setting the monuments within three (3) months from date of notification by the engineer or surveyor that the monuments have been set. If the Developer does not pay the engineer or surveyor within the three (3) months from date of notification, the City shall pay the engineer or surveyor for the security and refund the difference, if any, to the Developer.

H. Deviation from Standards. If the Developer deviates from the approved improvement drawings, specifications or standards, or shall construct any Public Improvements in such a manner so as to, in the opinion of the City Engineer, endanger the public safety, the City may cause the necessary corrections to be made without notice. In the event such deviations do not, in the opinion of the City Engineer, endanger the public safety, the City Engineer may give the Developer written notice of such deviations, and the Developer shall correct the deviation in the time prescribed by the City Engineer. In the event of the failure of the Developer to make corrections of deviations, whether or not the public safety is affected, the City may cause the necessary corrections to be made and shall be reimbursed by the Developer at cost plus 25%. Said amount shall be deducted from the reimbursement by the City to the Developer or shall be paid for by the Developer prior to the acceptance of the improvements, or shall be obtained from the improvement securities.

I. Nonperformance and Cost. If Developer fails to complete the Public Improvements within the time specified in this Agreement or extensions granted, City may proceed to complete them by contract, or otherwise, and Developer shall pay the cost and charges therefor immediately upon demand. If City sues to compel performance of this Agreement or recover the cost of completing the work, Developer shall pay all reasonable attorney's fees, costs of suit, and all other expenses of litigation incurred by City in connection thereof.

J. No Waiver by City. Inspection of the work and/or materials, or approval of work and/or materials inspected, or statements by any officer, agent, or employee of the City indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments there for, or any combination or all of these acts, shall not relieve the Developer of his obligation to fulfill this contract as prescribed; nor shall the City thereby be estopped from bringing any actions for damages arising from the failure to comply with any of the terms and conditions hereof.

K. Non-Release of Surety. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection any instrument of security shall provide that the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

Section 5. Development of Project and Project Site.

A. General Permitted Uses and Subsequent Approvals. The permitted uses of the Project Site; the density and intensity of use; the maximum height, bulk and size of proposed buildings; provisions for reservation or dedication of land for public purposes and

location of public improvements; location of public utilities; and other terms and conditions of development applicable to the Project and Project Site, shall be those set forth in this Agreement, the Project Approvals and amendments thereto.

B. Development Criteria. The following specific conditions govern the Project and use of the Project Site:

i. Permitted Uses. Permitted uses of the Project Site are limited to those uses allowed by the Project Approvals.

ii. Maximum Density or Intensity of Use. The maximum density/intensity of use is that shown in the Project Approvals.

iii. Site Development Standards. The site development standards [for example, building setbacks, lot coverage limitations, parking standards, etc.] for the Project shall be in accordance with City and State codes now in effect and with the Project Approvals.

iv. Reservation or Dedication of Land. The Developer shall provide for the reservation or dedication of land for public purposes as set forth in the Project Approvals.

v. Vested Right to Develop. The Developer shall have the vested right to develop the Project and Project Site in accordance with this Agreement. This Agreement shall act as a subdivision improvement agreement, in that, after the Effective Date, and upon posting of required securities (and compliance with any other specific provisions of this Agreement which are applicable), Developer may request approval of the Final Map, or appropriate phases thereof.

C. Rules, Regulations and Official Policies.

i. Effective Standards. The rules, regulations, standards, official policies and conditions governing the permitted uses of the Project and/or Project Site, including those addressing the density and intensity of use, design, improvement, construction and building standards, occupancy and specifications applicable to the Project and/or Project Site and all on-site and off-site improvements and appurtenances in connection therewith, shall be those in force upon the Effective Date of this Agreement, except as otherwise provided by this Agreement.

ii. Application of Subsequently Enacted Rules, Regulations, Policies. The City may apply such later enacted or modified rules, regulations, standards, official policies and conditions which are not in conflict with those in effect on the Effective Date of this Agreement and application of which would not prevent development of the Project and/or Project Site in accordance with Sections 5.A and 5.B. of this Agreement. However, this section shall not preclude the application to the Project and/or Project Site of changes in City laws, regulations, plans or policies which are specifically allowed for in the rules, regulations, laws, plans or policies in place on the Effective Date of this Agreement, or which are specifically mandated and required by changes in State or Federal laws or regulations. In the event that such changes in State or Federal laws or regulations do occur, the provisions of Section 5.E. of this Agreement are applicable.

iii. Application of Subsequently Revised Fees. Ministerial fees, including without limitation, application, processing and inspection fees, whether or not revised during the term of this Agreement shall apply to the Project pursuant to this Agreement provided that: (1) such fees apply to all public works within the City; (2) their application to the Project Site is prospective only as to applications for building and other development permits or approvals not yet accepted for processing; and (3) their application would not prevent development in accordance with Sections 5.A. and 5.B.

Notwithstanding any Project Approvals to the contrary, and except as may be otherwise provided in this Agreement, the City may charge, and Developer shall pay all ministerial fees (for example, processing and inspection fees), collected at the building permit stage or other approval stage for subsequent site specific approvals, building permits and other similar permits which are in force and effect on a City-wide basis at the time application is submitted for such permits. Such ministerial fees do not include impact fees or other discretionary fees collected at the building permit stage or other approval stage. Such ministerial fees and charges shall be no more than the estimated reasonable cost to the City for performing the work for which the particular fee or charge is paid pursuant to Government Code Sections 66014 et seq.

D. Police Power and Taxing Power. The City, through the exercise of either its police power or its taxing power, shall not establish, enact or impose any additional conditions, dedications, fees, general taxes, special taxes and other exactions, policies, standards, laws or regulations which directly relate to the development of the Project and/or Project Site except as provided in the Project Approvals and/or this Agreement. However, the conditions, dedications, fees, general taxes, special taxes and exactions, policies, standards, laws and regulations applicable to the Project and/or Project Site as provided in this Agreement and in the Project Approvals shall be subject to modification or re-negotiation by City as a result of any amendment to the Project Approvals or this Agreement. No amendment of this Agreement shall be required in connection with the issuance of any Subsequent Approval. Any Subsequent Agreement shall be vested into by Developer and City as if set forth in full without any further action required of the parties. City shall not amend or issue any Subsequent Approval unless Developer requests such an amendment or issuance from City. Subsequent discretionary Project approvals, discretionary actions or other discretionary entitlements, if needed, are not subject to the vesting protections provided by this Agreement and are subject to all applicable City rules, regulations, standards, official policies and conditions in existence at the time such subsequent approval, action or other entitlement is granted by the City.

E. Changes in State, Federal and Local Laws. As provided in Government Code Section 65869.5, and notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application to the Project and/or Project Site of changes in City laws, regulations, plans or policies, to the extent that such changes are (1) specifically mandated and required by changes in state or Federal laws or regulations; or (2) in compliance with Government Code §§ 66498.1 et seq. In the event such changes in Federal, State or local laws prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such Federal, State or local laws and City and Developer shall take such action as may be required pursuant to Section 9.D (Enforced Delay; Extension of Time of Performance) and Section 7 (Cooperation-Implementation) of this Agreement.

F. Timing of Project Construction & Completion. Developer shall make reports of the progress of construction of Public Improvements in such detail and at such time as the City Manager or his designee reasonably requests, but in no event less than monthly. Developer shall submit to the City Manager or his designee copies of Project construction contracts.

Section 6. Amendment.

A. Amendment of Agreement. This Agreement may be amended from time to time in whole or in part by mutual consent of the original parties or their successors in interest, in accordance with the provisions of Government Code Sections 65867, 65867.5 and 65868, provided that:

i. Due Process Exemptions. Any amendment to this Agreement which does not relate to the term, permitted uses, provisions for reservation and dedication of land, or conditions, terms, restrictions and requirements relating to subsequent discretionary actions, monetary contributions by Developer or any conditions or covenants relating to the Project or use of the Project Site shall not require notice or public hearing before the parties may execute an amendment hereto; and

ii. Amendment Exemptions. Any administrative amendment of the Project Approvals, or other related approvals or entitlements pursuant to Section 5.B.1. of this Agreement by either the Developer, or the City, the City Manager or his designee, whichever is applicable, shall not require an amendment to this Agreement.

B. Amendment of Project Approvals. The Project Approvals and any other related approvals, grants, entitlements or agreements may, from time to time, be amended or modified in the following manner:

i. Administrative Amendments. Upon the written request of Developer for a minor amendment or modification to the Project Approvals or other related approvals or entitlements, the City Manager or his designee shall determine (1) whether the requested amendment or modification is minor, and (2) whether the requested amendment or modification is consistent with this Agreement and the City's General Plan, and applicable provisions of the City's zoning and subdivision regulations and other regulations, policies, and standards in effect as of the Effective Date of this Agreement. If the City Manager or his designee finds that the proposed amendment is both minor and consistent with this Agreement, the General Plan, and the applicable provisions of the City zoning and subdivision regulations and other regulations, the City Manager or his designee may approve the proposed amendment without notice and public hearing. Such minor amendments or modifications approved pursuant to this Section shall not constitute subsequent discretionary approvals subject to further CEQA review.

ii. Non-Administrative Amendments. Any request of a Developer for an amendment or modification to the Project Approvals or other related approvals or entitlements which are determined not to be minor by the City Manager or his designee shall be subject to the applicable substantive and procedural provisions of the City's General Plan, zoning, subdivision and other applicable land use ordinances and regulations (i.e., City review and approval) in effect

when such an amendment or modification request is approved. Any such approved amendment or modification shall be reflected in an amendment to this Agreement and/or its pertinent exhibits.

Section 7. Cooperation-Implementation.

A. Processing. The City shall cooperate with Developer in securing for Developer all permits which may be required by the City or any other governmental agency. If necessary or required, upon satisfactory completion by Developer of all required preliminary actions and payments of appropriate processing fees, if any, City shall promptly commence and diligently proceed to complete all steps required or necessary for the implementation of this Agreement and the development by Developer of the Project and Project Site in accordance with this Agreement and the Project Approvals provided Developer submits required information and applications in accordance with City rules and regulations.

Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for the City to carry out its obligations hereunder and cause Developer's planners, engineers, and all other consultants to submit, in a timely manner, all required materials and documents therefor. It is the express intent of Developer and City to cooperate and diligently work to implement any General Plan and Specific Plan amendments, zoning, preliminary and final development plans, tentative maps, parcel maps, final maps including phased final maps, re-subdivisions, amendments to maps, subdivision improvement agreements, lot line adjustments, encroachments, grading and building permits, and other land use approvals or entitlements which are necessary or desirable in connection with the development of the Project and Project Site in conformity with this Agreement and the Project Approvals as it may be amended from time to time pursuant to the terms of this Agreement and the Project Approvals.

No future modification of the Municipal Code or any ordinance or regulation, by initiative or otherwise, which limits or regulates the rate, timing, or sequence of development over time shall be applicable to the Project or Project Site, except as otherwise provided in this Agreement, and City agrees that the development of the Project and Project Site shall be exempt from growth control measures, development moratoria, allocation methods and/or such other measures which affect the rate, timing, or sequence of development, whether enacted by the City or by vote of the electorate of the City, which would stop or delay the development of the Project or Project Site, except as otherwise provided in this Agreement. Notwithstanding the previous sentence, any moratorium, or moratoria, which is, or are, enacted to preserve the public health, safety, or welfare, shall apply to the Project and Project Site.

B. Other Governmental Permits. In addition, Developer shall apply in a timely manner for such other permits and approvals as may be required by other governmental or quasi-governmental agencies having jurisdiction over the Project and/or Project Site in connection with the development of, or provision of services to, the Project and/or Project Site. City shall cooperate with Developer in its efforts to obtain such permits and approvals.

Section 8. Cooperation in the Event of Legal Challenge.

In the event of any legal or equitable act, action or other proceeding instituted by a third party, other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action or proceeding. In the event City and Developer are unable to select mutually agreeable legal counsel to defend such action or proceeding, each party may select its own legal counsel, although the Developer shall be responsible for all City costs incurred in relation to defending against such an action or proceeding, as further provided for in Section 10 of this Agreement.

Section 9. Default; Remedies; Termination.

A. General Provisions. Failure or unreasonable delay by Developer to perform any term, provision or condition of this Agreement for a period of thirty (30) days after written notice thereof from the City shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. The time of notice shall be measured from the date of certified mailing. Said notice shall specify the nature of the alleged default and, where appropriate, the manner and period of time in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such 30-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

During any period of curing, the Developer shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is cured, then no default shall exist and the noticing party shall take no further action.

Subject to the foregoing, after notice and expiration of the 30-day period without cure, the City, at its option, may institute legal proceedings pursuant to this Agreement and/or give notice of intent to terminate the Agreement pursuant to Government Code Section 65868 and the City Council Resolution No. 90-59. Following such notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council in the manner set forth in Government Code Sections 65865, 65867 and 65868 and City Council Resolution No. 90-59.

Following consideration of the evidence presented in said review before the City Council, and a determination by the City Council based thereon, the City, at its option, may give written notice of termination of this Agreement to the Developer by certified mail. Written notice of termination of this Agreement shall be effective immediately upon certified mailing to the defaulting party.

Evidence of Developer's default may also arise in the course of the regularly scheduled annual review of this Agreement as described in Section 9.B. below.

Failure or delay by City in giving notice of default pursuant to this Section shall not constitute a waiver of any default. Except as otherwise provided in this Agreement, any failure or delay by the City in asserting any of its rights or remedies as to any default shall not operate as

a waiver of any default or of any such rights or remedies or deprive the City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

B. Annual Review. The City shall review the extent of good faith compliance by Developer with the terms of this Agreement at least every 12 months from the date this Agreement is entered into, at which time the Developer, or successor in interest thereto, shall be required to demonstrate good faith compliance with the terms of this Agreement. Such review shall be performed pursuant to Article 5 of the City's "Procedures and Requirements for Consideration of Development Agreements."

C. Default by City. In the event City defaults under the terms of this Agreement, Developer shall have all rights and remedies provided herein or under applicable law, including, without limitation, specific performance.

D. Enforced Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, terrorism, strikes, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting State or Federal laws or regulations, new or supplemental environmental regulations, judicial decisions, or similar basis for excused performance which is not within the reasonable control of the party to be excused. Litigation attacking the validity of this Agreement, any of the Project Approvals, or any permit, ordinance, entitlement or other action of a governmental agency necessary for the development of the Project and/or Project Site pursuant to this Agreement shall be deemed to create an excusable delay as to Developer. Upon the request of either party hereto, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

E. Legal Action. Either party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof; to recover damages for any default; enforce by specific performance the obligations and rights of the parties hereto; or to obtain any remedies consistent with the purpose of this Agreement. Such legal actions shall be initiated in the Superior Court of the County of Stanislaus, State of California or in the appropriate Federal District Court.

F. Applicable Law/Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and court costs. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such actions, taking depositions and discovery, and all other necessary costs incurred in the litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such actions is prosecuted to a final judgment. If a legal action is brought by a third party, Sections II.7 and II.9 of this Agreement shall apply.

Section 10. Hold Harmless Agreement.

Developer hereby agrees to defend and hold the City and its elected and appointed officers, agents, employees and representatives harmless from claims, costs and liabilities for any personal injury, death or property damage which arises, directly or indirectly, as a result of the construction of the Project, Project Site or operations performed under this Agreement by Developer or by Developer's contractors, subcontractors, agents or employees, whether such operations were performed by Developer or any of Developer's contractors, subcontractors, by any one or more persons directly or indirectly employed by, or acting as agent for Developer or any of Developer's contractors or subcontractors, except to the extent such claims, costs or liabilities arise from the willful misconduct or grossly negligent acts of the City, its elected or appointed representatives, officers, agents, or employees.

In addition, Developer shall defend City and its elected and appointed representatives, officers, agents and employees against actions arising out of such personal injury, death, or property damage which is caused, or alleged to have been caused, by reason of Developer's activities in connection with the Project or Project Site. Developer further agrees to defend and save and hold City harmless from any and all claims, costs and liabilities arising as a result of any legal action or proceeding brought against the City which challenges the validity of this Agreement, any of the terms and conditions herein, the Project Approvals, or the sufficiency of environmental review pursuant to CEQA.

This hold harmless agreement applies to all damages or claims for damages suffered or alleged to have been suffered by reason of the operations referred to in this section regardless of whether or not City prepared, supplied or approved plans or specifications, or both, for the Project and/or Project Site.

Section 11. Insurance.

Before commencing work pursuant to any City-approved permit or other entitlement relating to the Project, Developer shall obtain the insurance required under this Section and receive the approval of the City Manager or his designee as to form, amount and carrier. Developer shall maintain the insurance during the term of this Agreement. The insurance shall name the City as an additional insured and extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to the Developer and each contractor and subcontractor performing work on the Project.

A. Compensation Insurance. Developer shall maintain workers' compensation insurance for all persons employed at Project Site. Developer shall require each contractor and subcontractor similarly to provide workers' compensation insurance for their respective employees. Developer agrees to indemnify the City for damage resulting from Developer's failure to take out and maintain such insurance.

B. Public Liability and Property Damage Insurance. Developer shall maintain public liability insurance in an amount not less than \$1,000,000.00 for injuries (including death) to any one person and subject to the same limit of any one occurrence.

C. Evidence of Insurance. Developer shall furnish City, concurrently with the execution of this Agreement, satisfactory evidence of the insurance required. Developer shall also provide evidence that the carrier is required to give the City at least ten (10) days' prior written notice of the cancellation or reduction in coverage of a policy.

D. Encroachment Permit Insurance. For insurance required for encroachment permits pursuant to Hughson Municipal Code 12.08.080, Developer may provide a single insurance policy covering all encroachment permits, rather than a separate policy for each permit.

Section 12. No Agency, Joint Venture or Partnership.

It is specifically understood and agreed to by and between the parties hereto that: (1) the subject development is a private development; (2) the City has no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that the City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals; (3) Developer shall have full power over and exclusive control of the Project and Project Site herein described, subject only to the limitations and obligations of Developer under the Project Approvals and this Agreement; and (4) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between the City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer.

Section 13. Miscellaneous Provisions.

A. Non-Conflicting Regulations. The City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable General Plan, Specific Plan, zoning ordinance, subdivision ordinance or any other land use ordinances or building ordinances, resolutions or other rules, regulations or policies adopted by the City which changes, alters or amends the rules, regulations and policies governing permitted uses of the Project Site or density of design of the Project or Project Site applicable to the development of the Project and/or Project Site at the Effective Date of this Agreement. This Agreement shall not prevent the City in subsequent actions applicable to the Project and/or Project Site, from applying new rules, regulations and policies which do not conflict with those rules, regulations, and policies applicable to the Project and/or Project Site as set forth in this Agreement.

B. Waiver of Challenges to Project Approvals. In executing and accepting the benefits of this Agreement, Developer, its successor in interest, etc. expressly waives any legal or equitable right to challenge any project approvals, conditions of approval or other act, entitlement, approval, covered under this Agreement including acts of protest pursuant to California Government Code sections 66008 and 66009.

C. Consistency with General Plan. City hereby finds and determines that execution of this Agreement furthers the public health, safety, and general welfare of the community and that the provisions of this Agreement are consistent with the General Plan.

D. Severability. If any term, provision, covenant or condition of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties.

E. Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

F. Construction. Each reference in this Agreement to this Agreement, the Project Approvals, the Vesting Tentative Map shall be deemed to refer to the named document or plan as such document or plan may be amended from time to time, whether or not the particular reference refers to such possible amendment.

G. No Presumption. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

H. Other Miscellaneous Terms. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory; "may" is permissive. If there is more than one signatory of this Agreement, the signatory obligations are joint and several.

Section 14. Notices.

Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving ten (10) days' written notice to the other party hereto in the manner described in this Section, designate any other address in substitution of the address to which such notice or communication shall be given. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address. Such notices or communications shall be given to the parties at their addresses set forth below:

IF TO CITY, TO:

CITY MANAGER
CITY OF HUGHSON
P.O. BOX 9
HUGHSON, CA 95326

IF TO DEVELOPER, TO:

FEATHERS GLEN, LLC
PAUL STARN
2406 MERCED STREET
SAN LEANDRO, CA 94557

WITH COPIES TO:

JOHN STOVALL, ESQ.
NEUMILLER & BEARDSLEE
P.O. BOX 20
STOCKTON, CA 95201-3020

PLANNING DIRECTOR
CITY OF HUGHSON
P.O. BOX 9
HUGHSON, CA 95326

Section 15. Assignment, Transfer and Notice.

Upon City's written consent, Developer shall have the right to assign or transfer all or any portion of its interests, rights or obligations under this Agreement and the Project Approvals to third parties acquiring an interest or estate in the Project and/or Project Site, or any portion thereof including, but not limited to, purchasers or long-term ground lessees of individual lots, parcels, or any lots, homes or facilities located within the Project Site. Developer shall give at least thirty (30) days' prior written notice to the City of its intention to assign or transfer any of its interests, rights or obligations under this Agreement. If all or any portion of the Project or Project Site is transferred by Developer to any person or entity, the transferee shall succeed to all of the Developer's rights and obligations under this Agreement as they affect the right to proceed with the development of that transferred portion of the Project or Project Site and the transferee shall automatically assume all obligations of Developer, past, present and future, hereunder which relates to the transferred Property. Unless Developer is released in writing by City, (the written consent by City specified above constitutes such a writing) a transfer of all or any part of the Project Site to any other person or entity shall not release Developer from any obligation under this Agreement.

Section 16. Estoppel Certificate.

Within ten (10) days following any written request which either party may make from time to time, the other party to this Agreement shall execute and deliver to the requesting party a statement certifying that:

A. This Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification;

B. There are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and

C. Any other reasonable information requested. The failure to deliver such a statement within such time shall constitute a conclusive presumption against the party which fails to deliver such statement that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting parties.

Section 17. Entire Agreement; Counterparts and Exhibits.

This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of Seventy-Five (75) pages, including Eight (8) exhibits which constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. Any waiver of any of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the city and the Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit "A"	Project Site
Exhibit "B"	Legal Description of the Project Site
Exhibit "C-1"	Vesting Tentative Map
Exhibit "C-2"	Original Conditions of Approval
Exhibit "D"	City Council Ordinance No. 06-15 Approving Development Agreement
Exhibit "E"	Fees and Credits
Exhibit "E-2"	Reimbursement Items per Section 3 of this Agreement.
Exhibit "F"	Description of Land to be Dedicated (if any)

Section 18.

Section 19. Recordation of Development Agreement.

No later than ten (10) days after the City enters into this Agreement, the City Clerk shall at Developer's expense record an executed copy of this Agreement in the Official Records of the County of Stanislaus.

Section 20. Time of Essence.

Time is of the essence of this Agreement.

Section 21. Exercise of Discretion.

Where the terms of this Agreement require approval, consent, written consent, determinations, or the exercise of discretion by the parties (together "discretion"), such discretion shall be exercised reasonably and shall not be unreasonably withheld.

Section 22. Waiver of Claim.

For the purposes of this Section 21, "party" includes the representatives, heirs, successors, assignees, officers, agents, employees and independent contractors of the party. Each party, with respect to the other party, in consideration of the entering into of this Agreement, and the mutual promises, conditions and covenants herein, hereby completely releases and forever discharges the other party from all claims, rights, demands, actions, obligations, and causes of action of any and all kind, nature, and character, known or unknown, which the releasing party may now have or may have had against the other party prior to the Effective Date, arising from, or related to, any claims of lack of nexus, or claims of failing to comply with the requirements of California Government Code § § 66000-66025, or the negotiation of this Agreement.

Each party understands the word "claims" to include all actions, claims, and grievances whether actual or potential, known or unknown. All such claims are forever barred by this Agreement without regard to whether those claims are based on any alleged breach of a duty arising in contract or tort.

Each party has read and understands the following language of Section 1542 of the California Civil Code which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Having reviewed this provision, each party nevertheless voluntarily releases the other party from all liability, as set forth in this Section 21.

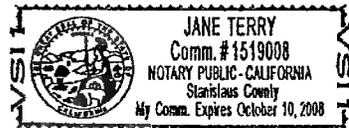
Initial: km Initial: fp
City FEATHERS GLEN, LLC

STATE OF CALIFORNIA)
COUNTY OF Stanislaus)

On October 26, 2007 before me, Jane Terry, Notary Public personally appeared Paul Staro, 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 Jane Terry (Seal)



STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____, personally appeared _____, 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 _____ (Seal)

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____, personally appeared _____, 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 _____ (Seal)

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____, personally appeared _____, 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 _____ (Seal)

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____, personally appeared _____, 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 _____ (Seal)

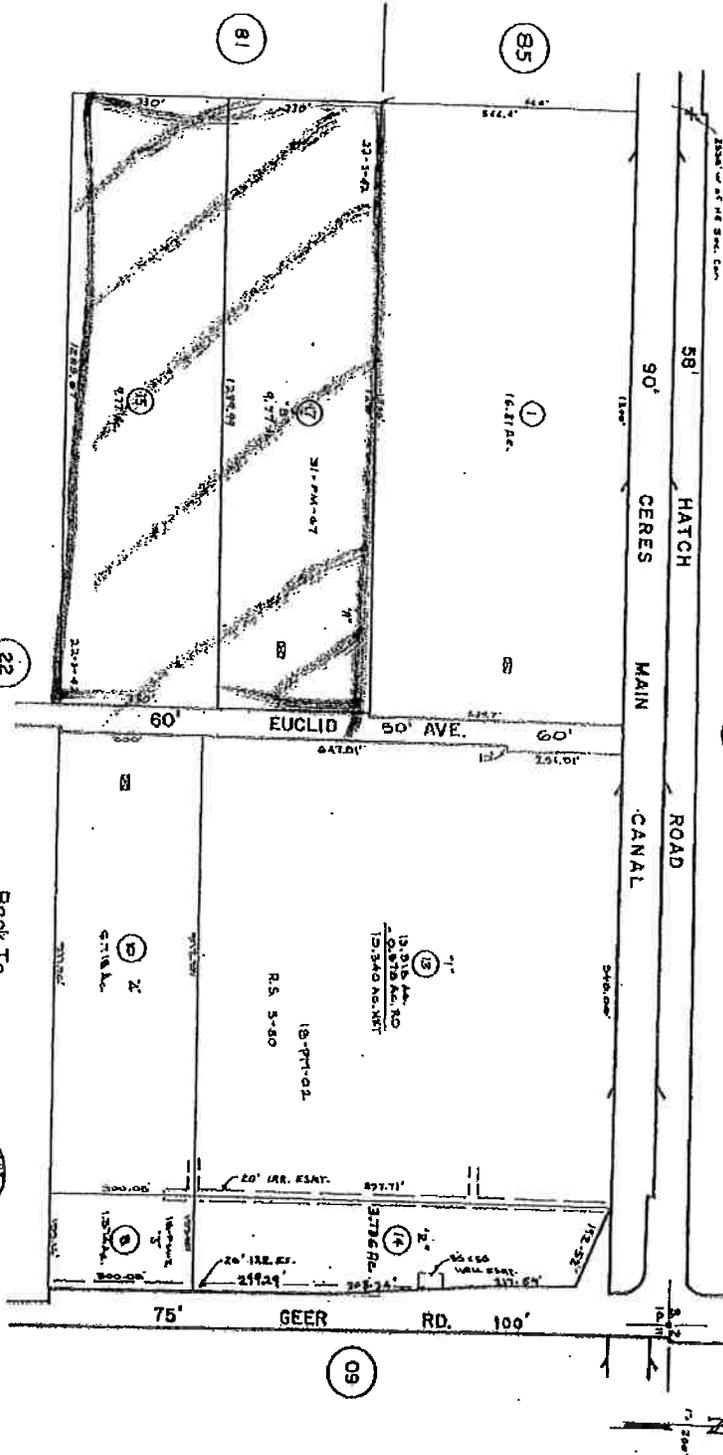
STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____, personally appeared _____, 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 _____ (Seal)

EXHIBIT "A"



Copyright 2001 Stanislaus County.
All rights reserved

From 18-20
18-20-01, 18-20-02, 18-20-03, 18-20-04, 18-20-05, 18-20-06, 18-20-07, 18-20-08, 18-20-09, 18-20-10, 18-20-11, 18-20-12, 18-20-13, 18-20-14, 18-20-15, 18-20-16, 18-20-17, 18-20-18, 18-20-19, 18-20-20

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Book
Index



67, 85

18-20

EXHIBIT "B"

10/20/2006 THU 10:03 FAX 510 351 9030

04-01-2005 02:38pm Frea-First American Title

527 8878

7-588 P.007

007/027

F-216

Order Number: 6005-1843831

Page Number: 6

LEGAL DESCRIPTION

Real property in the Unincorporated Area, County of Stanislaus, State of California, described as follows:

All that certain real property situate in a portion of the Northeast quarter of Section 10, Township 10, South, Range 10 East, Mount Diablo Base and Meridian and lying in the County of Stanislaus, State of California, more particularly described as follows:

BEGINNING at the Southeast corner of Parcel "B" as shown on the Map filed February 12, 1981 in Book 31 of Parcel Maps, at page 67, Stanislaus County Records, said corner lies on the West right-of-Way line of a County road known as Euclid Avenue; thence South 69°55'51" West along the South line of said Parcel "B", 1289.97 feet to the Southwest corner of said Parcel "B"; thence North 0°14'53" East

along the West line of said Parcel "B" 330.00 feet to a Point South 0°17'00" West 330 feet from the Northeast corner of Parcel "B", thence North 89°55'51" East, 1289.99 feet to a point on the East line of Parcel "B" said point being on the West right-of-way of said Euclid Avenue and being also South 0°17'00" West 330 feet from the Northeast corner of Parcel "A" of said Parcel map, thence South 0°17'00" West along said right-of-way line of Euclid Avenue and along the East line of said Parcel "B", 330.00 feet to THE POINT OF BEGINNING of this description.

APN: 018-020-015

EXHIBIT "B"

First American Title

EXHIBIT "C-2"

CONDITIONS OF APPROVAL

EUCLID SOUTH VESTING TENTATIVE SUBDIVISION MAP 06-03 FOR
APNs 018-020-015 and 018-020-017

Conditions from the City of Hughson Standard Conditions of Approval are prefaced with a designation of C.H.S.C.A. followed by their corresponding number

III. Project Specific Conditions

1. All approvals for permits are conditional until such time as the project has gone through the Design Review Committee process.
2. The Developer shall, in accordance with the City's Design Expectations and in conjunction with the Developer of the Euclid North subdivision, create, submit and receive approval from city staff for a gateway design feature that promotes a sense of entry into the subdivision.
3. The Developer shall in accordance with the City's Design Expectations and in conjunction with the Developer of the Euclid North subdivision, design, submit and receive approval from city staff, a plan for creative sound-wall features for the Euclid Corridor with an undulating theme that demonstrates variety of setback and architectural and landscaping uniqueness.
4. The Developer shall in accordance with the City's Design Expectations and in conjunction with the Developer of the Euclid North subdivision, design, submit and receive approval from city staff, a plan for creative pedestrian walkways that incorporate separated sidewalks with planter strips located between curb and sidewalks for interior streets.
5. Prior to acceptance of a Final Map, the applicant shall have entered into a Development Agreement approved and adopted by the City of Hughson City Council.

6. The Developer shall provide a new east-west connection as a second point of access to Euclid Avenue Lane or other alternate location or pathway acceptable to the City and approved by the City Council. This condition can be met by implementing one of the following two alternatives. Either alternative will be considered in significant compliance with this condition.

Alternative 1: The Developer shall construct the full width, including two travel lanes including curbs and gutters along the north edge, of "L" Street east along the southern portion of the subdivision directly to Euclid Avenue, as shown in Exhibit A.

Alternative 2: Developer shall construct the full width, including two travel lanes including curbs and gutters along the north edge, of "L" Street extending onto the southern properties prior to connecting to Euclid Avenue, as shown in Exhibits B-1 and B-2, including a "T" intersection for future access to the south. All necessary easements will be required prior to final map approval and all roads must be fully constructed prior to issuance of building permits.

7. Developer shall dedicate for any required right-of-way acquisition, as proposed on the vesting tentative map, prior to final map recordation and issuance of permits.
8. Developer shall work together with the developer of Euclid North to install a new well within the combined project site. The location of the well is to be determined via a test well process to be conducted by the developers and approved by the City Engineer. The location of the well shall be determined prior to final map approval. The well shall be required to be fully furnished, operational, and permitted by the State Department of Health Services prior to occupancy of any homes in project. This also includes satisfactory connection transfer mains to the other key locations of the system such as well 6. This may also include treatment and storage facilities.

9. No occupancy of any homes in project shall be allowed until completion of the Euclid Bridge, provided that when Developer is ready for occupancy of at least five (5) homes, Developer may request City Council to review and modify this condition after reviewing status of construction of Euclid Bridge. This condition shall not apply for temporary occupancy of up to eight (8) model homes for the project.
10. Developer must plan for contingencies should the Euclid North project not be completed at the same time as Euclid South. Therefore, the developer must provide temporary access to Euclid Avenue and a temporary turnaround within the project site to allow for emergency vehicle access and other services. The land used for these temporary measures may be turned back into buildable lots once the Euclid North project is completed.
11. As a future consequence of the City of Hughson's fully executed agreement with the Turlock Irrigation District for the future supply of treated surface water, additional water conveyance facilities that are as yet un-determined will be also required. It is currently anticipated that these will be located west of Euclid and south of the TID Canal. It is as yet too early to determine what this would consist of. It is however reasonable to believe that it would require a further dedication of land outside of the Euclid Road right-of-way. Prior to final map approval, plans must receive approval of the City Engineer and Director of Planning.
12. Developer is required to ensure that the park/storm drain basin outlot is an acceptable dual-use facility as reviewed and approved by the City Engineer and Director of Planning. The facility must also be reconciled with the City's final adopted Parks Master Plan prior to receiving building permits.
13. Project Proponent shall meet all mitigation requirements as outlined in the CEQA Initial Study for which a Mitigated Negative Declaration has been adopted and which are outlined in the above mentioned report and attachments from Responsible Agencies.

14. Developer shall conform to and abide by all applicable California State Laws pertaining to construction of public improvements.

Standard Conditions of Approval

15. **C.H.S.C.A. 1.** It is understood and agreed upon, that whenever approval of the City Engineer is required, whether by these Conditions, Improvement Plans, or otherwise, the approval of the City Manager, Planning Director, Building Director and City Public Works Director shall also be required.
16. **C.H.S.C.A. 2.** The Project Proponent is responsible for ensuring that any contractor, subcontractor, employee, or agent of the Project Proponent is aware of and implements all measures set forth in these conditions.
17. **C.H.S.C.A. 3.** Those conditions which are imposed or agreed to in the design review process shall survive the final map in the sense that the project proponent shall insure that any purchaser of any lot or lots receives a copy of these conditions of approval and of any conditions imposed or agreed to in the design review process and proof of such receipt shall be given to the City and any such purchaser of any lot or lots understands by this reference that no building permit will be issued for that lot or lots unless the conditions imposed or agreed to in the design review process are complied with by the actual builder.
18. **C.H.S.C.A. 4.** All utilities must be undergrounded.
19. **C.H.S.C.A. 5.** Project Proponent shall obtain, at Project Proponent's sole expense, any and all easements or real property which may be required for the development of the Project, and which may be necessary and required in order for Project Proponent to comply with these Conditions of Approval, and the applicable ordinances and resolutions of the City. All engineering design, including, but not limited to, storm sewers and appurtenances, sanitary sewers and appurtenances, streets including, but not limited to,

geometrics, sight distances, lighting and sound walls, water systems and appurtenances, signing and striping, landscaping and appurtenances, shall be supported by applicable engineering studies/calculations, as required by the City Engineer.

20. **C.H.S.C.A. 6.** Project Proponent shall install all improvements and perform all work required for this Project in accordance with established City Standards or as approved by the City's Engineer and Public Works Manager. Plans for all improvements, including, but not limited to, storm drainage, water and sewer main sizes, either on-site or off-site, shall be in accordance with City Specifications and shall be approved by the City Engineer.
21. **C.H.S.C.A. 7.** All construction shall be in accordance with the Codes and standards in effect at the time of construction. All building construction shall conform to the standard requirements of the Hughson Building Inspection and Fire Departments which may include, but not be limited to, approved area separation walls, automatic fire sprinkler systems, hydrant locations, and placement of fire extinguishers, and notwithstanding any other conditions of the applicable permit authorized by the Building Department, shall comply with zoning, building, fire, and all other codes and ordinances of the City of Hughson, which shall be met prior to occupancy/final building inspection.
22. **C.H.S.C.A. 8.** The Project Proponent shall be responsible for all work performed by any and all contractors and subcontractors.
23. **C.H.S.C.A. 9.** All street improvements shall conform with the requirements of the Americans with Disabilities Act, including the placement of sidewalk at the rear of the driveway at all driveway locations and adjacent to the back of curb at all non-driveway locations.
24. **C.H.S.C.A. 10.** The Project Proponent shall prepare a deed restriction for each new lot in the proposed project indicating the right-to-farm for the adjacent properties as applicable. The deed restriction shall only be enforced as long as the adjacent farm operations

continue and are not converted to non-arm land uses. The deed restriction shall be recorded against each lot upon transfer by deed of such lot. Evidence of said recordation shall be submitted to the City Manager prior to issuance of any building permits for any new lots in the proposed project. Project Proponent shall prepare this deed restriction to the satisfaction of the City for each new lot in the proposed subdivision. The restriction shall make reference to the storage and use of hazardous materials at all industrial and farming operations.

25. **C.H.S.C.A. 11.** Development shall be substantially as shown on the development plans, Exhibit "A", dated "Received January 2006" on file with the Planning Department, except as modified by the conditions of approval. Minor changes to the plans may be allowed subject to the approval of the Planning Director if found to be in substantial conformance to the approved exhibits.

26. **C.H.S.C.A. 12.** A paved, all weather surface adequate for interim emergency vehicle access shall be provided to the project. Interim emergency vehicle access shall be in place prior to placement of construction materials, or beginning construction of structures on the site. Project Proponent shall acquire a permanent emergency vehicle access which shall be dedicated to the City by the property owner, prior to any occupancy.

27. **C.H.S.C.A. 13.** The Project Proponent shall submit a construction Best Management Practices (BMP's) program for review and approval by the Planning Director prior to issuance of building and/or grading permits. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's, which shall consist of at least but not be limited to the following measures during all phases of the project:

- a. Gathering of all construction and other debris on a daily basis and placing it in a dumpster or other container which is emptied or removed on a weekly or as needed basis. When appropriate, use of tarps on the ground to collect fallen debris or splatters that could contribute to storm water runoff pollution.

- b. Removal of all dirt, gravel, rubbish, refuse, and green waste from the street pavement and storm drains adjoining the site. Limit of construction access routes onto the site and placing of gravel on them. Not driving vehicles and equipment off paved or graveled areas during wet weather. 'Broom sweep' of the street pavement adjoining the project site on a daily basis. Scraping of caked-on mud and dirt from these areas before sweeping.
- c. Installation of filter materials (such as sandbags, filter fabric, etc.) at the storm drain inlet nearest the downstream side of the project site in order to retain any debris or dirt flowing in the storm drain system. Filter materials will also be placed around each jobsite. Maintaining and/or replacing filter materials to ensure effectiveness and to prevent street flooding.
- d. Creating a contained and covered area on the site for the storage of bags, cement, paints, oils, fertilizers, pesticides, or other materials used on the site that have the potential of being discharged into the storm drain system through being windblown or in the event of a material spill.
- e. Never cleaning machinery, equipment, tools, brushes, or rinse containers into a street, gutter, or storm drain.
- f. Ensuring that concrete/gunite supply trucks or concrete/plaster operations do not discharge wash water into street, gutters, or storm drains.
- g. Ensuring all portable toilets used during construction are be kept as far as possible from existing residences and are emptied on a regular basis as necessary to prevent odor.

Construction site cleanup and control of construction debris shall also be addressed. Failure to comply with the approved construction BMP may result in the issuance of correction notices, citations, or a stop work order.

The haul route for all materials to and from this development shall be approved by the City Engineer prior to the issuance of an encroachment permit.

28. **C.H.S.C.A. 14.** The Project Proponent shall dedicate to the City for street right-of-way purposes those parcels of land intended to be public streets.
29. **C.H.S.C.A. 15.** The Project Proponent shall grant an easement to the City over those parcels needed for public service easements (P.S.E.) and which are approved by the City Engineer or other easements which may be designated by the City Engineer.
30. **C.H.S.C.A. 16.** The Project Proponent shall prepare and submit a design for the installation of mail drop-off boxes within the subdivision and submit the same to the Post Master for initial approval. The approved plan shall thereafter be submitted to the City for review and approval. Project Proponent shall confer with the local US Postal Service authorities to determine locations of cluster mailboxes. If clustering or special locations are specified, easements or other mapped provisions shall be provided in the final map to the satisfaction of the US Postal Service and Hughson Public Works Director. If clustering is not specified, Project Proponent shall provide written evidence from the US Postal Service of the exemption. Project Proponent shall provide the concrete foundation for the cluster boxes at the approved location.
31. **C.H.S.C.A. 17.** In addition to any specifics regarding lighting elsewhere noted in these conditions, Project Proponent understands that all lighting on a given street will be fully operational prior to any occupancy being granted on that street.
32. **C.H.S.C.A. 18.** All signing shall conform to the City Sign Ordinance in regards to size, design, and location. All signs shall be reviewed, approved, and a sign permit obtained prior to installation.
33. **C.H.S.C.A. 19.** Final inspection by the Building Department is required prior to occupancy.
34. **C.H.S.C.A. 20.** Inspection of the work and/or materials, or approval of work and/or materials inspected, or statements by any officer, agent, or employee of the City indicating the work or any part thereof complies with City requirements or acceptance of

the whole or any part of said work and/or materials, or payments there for, or any combination or all of these acts, shall not relieve the Project Proponent of his obligation to comply with these Conditions of Approval as prescribed; nor shall the City thereby be estopped from bringing any actions for damages arising from the failure to comply with any of the terms and conditions hereof.

35. **C.H.S.C.A. 21.** Project Proponent shall defend indemnify, and hold harmless City and its elected and appointed representatives, officers, agents and employees against actions arising out of such personal injury, death, or property damage or destruction which is caused, or alleged to have been caused, by reason of Project Proponent's activities in connection with the project described in the map to which these conditions are attached ("Project"). Project Proponent further agrees to defend, indemnify and hold harmless City and its elected and appointed boards, commissions, representatives, officers, agents and employees from any and all claims, actions or proceedings brought against City or any of them to attach, set aside, void, or annul any approval of City or any of them concerning the Project which action, claim or proceeding is brought within the time limit specified in California Government Code section 66499.37, or the sufficiency of environmental review pursuant to CEQA.

The above-referenced indemnification and hold harmless requirement shall apply only if the City shall promptly notify the Project Proponent of any claim, action or proceeding, and cooperates fully in the defense of any such claim, action, or proceeding.

That City does not, and shall not, waive any rights against Project Proponent which it may have by reason of the aforesaid hold harmless agreement, or because of the acceptance by City, or the deposit with City by Developer of any of the insurance policies described herein.

36. **C.H.S.C.A. 22.** Before commencing work pursuant to any City-approved permit or other entitlement relating to the Project, Project Proponent shall obtain the insurance required under this Section and receive the approval of the City Manager or his designee as to form, amount and carrier. Project Proponent shall furnish City satisfactory evidence of the insurance and shall maintain the insurance until completion of the project. Project Proponent shall also provide evidence that the carrier is required to give the City at least ten (10) days' prior written notice of the cancellation or reduction in coverage of a policy.

The insurance shall name the City as an additional insured and extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to the Project Proponent and each contractor and subcontractor performing work on the Project.

Compensation Insurance: Project Proponent shall maintain workers' compensation insurance for all persons employed at Project Site. Project Proponent shall require each contractor and subcontractor similarly to provide workers' compensation insurance for their respective employees. Project Proponent agrees to indemnify the City for damage resulting from Project Proponent's failure to take out and maintain such insurance.

Public Liability and Property Damage Insurance: Project Proponent shall maintain public liability insurance in an amount not less than \$1,000,000.00 for each injury (including death) to any one person and subject to the same limit of any one occurrence.

Project Proponent shall provide City with proof of Workman's Compensation and Liability insurance every six months.

37. **C.H.S.C.A. 24.** Prior to final acceptance, Project Proponent shall file with the City of Hughson one set of reproducible mylar "record drawings", two sets of blue line "record drawings", and one electronic version in AutoCAD (compatible with current version of AutoCAD used by City Engineer) sent via CD and/or DVD guaranteeing a permanent record. Said drawings shall meet all requirements of Section 66434 of Subdivision Map Act. Said set of drawings shall contain a copy of sheets with construction changes made or an indication that no changes were made and shall be submitted for approval by the City Engineer. The disk shall also provide the following information:
- a. The street addresses on lots; and
 - b. Building outlines for all existing structures.

38. **C.H.S.C.A. 25.** Any dedications, open offers of dedication, or grants of easements may be dedicated and accepted on the face of the map. Agreements or other required items shall be recorded as separate documents concurrently with recordation of the parcel map.
39. **C.H.S.C.A. 26.** Any existing assessment district, to which the subject property may be subject, shall be cleared prior to submittal of the final map for the City Engineer's signature. The Project Proponent shall complete the apportionment of the original parcel's assessments, for each applicable assessment district in conjunction with the map, to the satisfaction of the City Engineer and the City Attorney. If existing assessments are to be segregated, the civil engineer preparing the "Apportioned Assessment" for the Project Proponent, or the land surveyor preparing the final map, shall provide to the City Engineer of the City of Hughson with a complete list of the new Assessor's Parcel numbers as soon as possible after they have been assigned by Stanislaus County. Two (2) copies shall be submitted.
40. **C.H.S.C.A. 27.** The Project Proponent shall record at the time of recordation of the final map reciprocal access, parking, and utility easements with maintenance and repair responsibilities clearly defined among all (future) parcels unless otherwise approved by the Planning Director.
41. **C.H.S.C.A. 28.** Any owners Development liens on the real property included on the final map shall be noted on the final map pursuant to Section 66434.1 of the Subdivision map act.
42. **C.H.S.C.A. 29.** All certificates and acknowledgements required pursuant to the Subdivision Map Act shall appear on the face of the final map.
43. **C.H.S.C.A. 30.** A final subdivision map shall be filed with the City Engineer within 24 months of approval of the tentative map by the City Council.

44. C.H.S.C.A. 31. The Project Proponent shall establish benefit assessment districts for public areas of the project site provided for community benefit. To the extent allowed by law, the benefit assessment districts shall include maintenance and operation of all public amenities of benefit to the future residents of the project site, including but not limited to street sweeping, street lights, street striping, lighting costs, storm drain lines, cleaning, repairs, replacement, electric current, supervision, debris removal and any and all other items of work necessary and incidental for the proper maintenance and operation thereof, retention basins and percolation ponds, common on-site landscaping, on-site fences and walls, on-site pedestrian and bicycle access ways, interceptor ditch, bridges, sewer lift station, and street lights. The benefit assessment district shall be established prior to recordation of the final subdivision map for each phase of the proposed project.

The Project Proponent agrees to cooperate with the City and shall incur all costs associated with formation of, and/or the reimbursement to the City for Staff time used in the formation of, a benefit assessment district for public areas of the project site provided for community benefit. To the extent allowed by law, the benefit assessment district shall include maintenance and operation of all public amenities of benefit to the future residents of the project site, including but not limited to sweeping, street lights and lighting costs, electric current, street striping, storm drain lines, cleaning, repairs, replacement, supervision, debris removal and any and all other items of work necessary and incidental for the proper maintenance and operation thereof, retention basins and percolation ponds, common on-site landscaping and on-site fences, parks and walls. The benefit assessment districts shall be established prior to recordation of the final subdivision map of the proposed project. The Project Proponent shall pay the first year's estimated costs into the District's account at the time District is formed, and shall provide written notice to the homebuyers, satisfactory to the City Attorney, that a Benefits Assessment District has been established for this development.

At a Minimum, the Benefit Assessment Districts will cover the following:

A. Lighting and Landscaping

Landscaping and Lighting District will serve the entire Subdivision to maintain all common landscaping and appurtenant structures, open space pathways, and lighting features in the project area. All lots within any phased final maps shall be annexed and incorporated into the single District by City Council approval prior to the recordation of each final map. The Project Proponent shall provide all necessary documents and pay all costs associated with formation, annexation and incorporation. (70-Watt Sodium Vapor)

B. All streetlights within this subdivision shall be directed away from adjacent residences, and shall be decorative and pedestrian in scale and located so as to minimize visibility from the valley floor to the greatest extent possible. The Project Proponent shall submit a final lighting plan (with details for inclusion in the LLA Specifications to allow for easy identification if the need of future replacement arises) and shall include an analysis and report prepared by an approved lighting engineer identifying the proper spacing, height limits, and illumination levels to provide safe and adequate neighborhood lighting without excessive light spillage, for the review and approval of the Police Department, City Engineer, Public Works Director and City Planner prior to issuance of building permits.

B. Parks and Open Space Maintenance Assessment District.

The Project Proponent shall establish an identified park and open spaces maintenance assessment district for the maintenance, operation and servicing of public improvements. To the extent allowed by law, the district shall include maintenance and operation of all public amenities of benefit to the future residents of the project site, including but not limited to public landscaping and irrigation improvements on landscaped strips of land adjacent to curbs, including jogging paths, planter walls, retention ponds and bank protection, appurtenant irrigation systems, ornamental plantings including lawns, shrubs, and trees, including necessary repairs, replacements, water, electric current, spraying, care, supervision, debris removal and any and all other items of work necessary and incidental for the proper maintenance and operation thereof. The City will consider the expansion of the district to encompass future developments with respect to the responsibility for park maintenance. Parks and Open Space Maintenance Assessment District shall be established prior to recordation of the final subdivision map.

45. **C.H.S.C.A. 32.** Project Proponent shall pay fees or reimbursement expressly set forth in these conditions, such as, but not limited to, those specified in the following section, and also normal and usual City fees such as, but not limited to, copying fees, inspection fees, encroachment permit fees, and similar fees or reimbursements. Such fees shall be collected at the time of building permit issuance.
46. **C.H.S.C.A. 33.** Project Proponent shall reimburse the City for all engineering, inspection, legal, and administrative expenses, incurred or to be incurred by the City in connection with this development, including expenses incurred through the use of outside consultants and additional inspectors, where necessary. An account with the City for costs associated with the processing for the project will be established by Project Proponent. At the time of submission of the improvement plans for the project, the Project Proponent shall deposit funds sufficient to raise said account to the total of \$25,000. The City shall account to Project Proponent for all expenses for which reimbursement is claimed, providing copies of all back-up materials in a timely manner, and shall return any portion of said deposit in excess of the actual amount of expenses incurred. If, in the judgment of the City Manager, it appears that the amount deposited shall not be sufficient to cover all expenses, Project Proponent shall, within 15 days after written request from City, make an additional deposit of funds in an amount determined by the City Manager to be sufficient to make up the deficiency. At no time after submission of improvement plans shall the balance of the deposit fund be less than \$5,000. The need for the maintenance of this account shall cease upon; 1) compliance with all tentative map conditions, 2) compliance with all of the provisions of subdivision improvement agreements for the project, 3) compliance with all mitigation measures set forth in the mitigation monitoring plan, 4) acceptance of the subdivision, and 5) 90 days after completion of construction, all final inspections and final acceptance by the city of all improvements.
47. **C.H.S.C.A. 34.** Building permits for individual lots will not be issued until all on-site and off-site facilities serving the subdivision are constructed and operational.

48. **C.H.S.C.A. 35.** Project Proponent shall pay an applicable development fee per dwelling unit in accordance with the City's adopted Capital Impact Fee or Developer Impact Fee programs.
49. **C.H.S.C.A. 36.** Prior to issuance of a Notice of Determination, the appropriate filing fee, made payable to the "Stanislaus County Clerk/Recorder", shall be verified as received by the Planning Department. Payment is required within two days of City Council approval. Should the finding be found invalid for any reason, the applicant will be responsible for Resource Agency fee.
50. **C.H.S.C.A. 37.** Project Proponent is responsible for constructing all on-site sanitary sewer facilities and the connection for the proposed project to the sewer main. If the sanitary sewer facilities mitigation fees are not sufficient to fund the proposed sanitary sewer, the Project Proponent will be responsible for the completion of the sanitary sewer main installation. All sanitary sewer improvement necessary to serve the project shall be complete and in place and accepted by the City prior to use of the sanitary sewer system.
51. **C.H.S.C.A. 38.** School Impact Fees shall be submitted to the Hughson Unified School District prior to the time of issuance of building permits for lots in the proposed project. School impact fees shall include those fees required by the state, as well as any additional amount agreed upon by the Project Proponent and the District for each residential lot created by the proposed project.
52. **C.H.S.C.A. 39.** Ministerial fees, including without limitation, application, processing and inspection fees, whether or not revised during the term of this Agreement shall apply to the Project pursuant to this Agreement provided that: (1) such fees, standards and specifications apply to all public works within the City; (2) their application to the Project Site is prospective only as to applications for building and other development permits or approvals not yet accepted for processing; and (3) their application would not prevent development in accordance with these conditions. Notwithstanding any Project Approvals to the contrary, the City may charge, and Project Proponent shall pay all

ministerial fees (for example, processing and inspection fees), collected at the building permit stage or other approval stage for subsequent site specific approvals, building permits and other similar permits which are in force and effect on a City-wide basis at the time application is submitted for such permits. Such ministerial fees do not include impact fees or other discretionary fees collected prior to the building permit stage or other approval stage. Such ministerial fees and charges shall be no more than the estimated reasonable cost to the City for performing the work for which the particular fee or charge is paid pursuant to Government Code Sections 66014 et seq.

53. **C.H.S.C.A. 40.** Project Proponent shall pay to City, within thirty (30) days of submission of any invoice, detailing all the work done and costs charged to the City, costs incurred by City for services performed by City Attorney in drafting, negotiating, or in any other way connected with, this project, at the current rate charged, and by the City Engineer in reviewing and approving maps, improvement plans, or in any other way connected with, the Project, at the rate charged the City by the City Engineer.
54. **C.H.S.C.A. 41.** Unless otherwise specified or prohibited by law, the Project Proponent shall be responsible and agrees to pay all land costs and related legal fees should it be necessary for the City to use its condemnation powers to obtain land that is under separate ownership or leasehold in order to implement the conditions of project approval contained herein.
55. **C.H.S.C.A. 42** All Park Improvements will be completed allowing full use prior to issuance of first occupancy permit.
56. **C.H.S.C.A. 43.** Project Proponent shall comply with Hughson Municipal Code relative to parkland dedication.
57. **C.H.S.C.A. 44.** City Park and Street names shall be subject to the approval of the City Design Review Committee, US Post Office, and emergency service providers, prior to filing of the final map.

58. **C.H.S.C.A 45** Detailed landscape and irrigation plans for any parks complying with the City requirements shall be submitted with the construction plans for review and approval by the Planning Department prior to the issuance of building permits. These plans should include, where applicable, a street tree planting plan and landscape plans for medians, buffer strips, and any right-of-way landscape areas. The irrigation plan shall provide for automatic controls and any required fencing shall be shown on the landscape plans. Any required fencing shall be shown on the landscape plans. Installation of all landscaping shall be completed and approved by the Planning Department prior to occupancy approval. All irrigation plans shall incorporate deep-root irrigation technology for trees and shrubs to avoid root damage to improved areas.
59. **C.H.S.C.A. 46.** A detailed hydrology/drainage study shall be completed at the expense of the project proponent, and shall provide for a Plan Area positive drainage system via on-site detention basins within open space park sites offering temporary storage and percolation with collection and transmission to the ultimate storm water drain system. This may require double-piping in some streets and valves at basins.
60. **C.H.S.C.A 47** The Project Proponent shall provide water and sewer laterals to the proposed park site of a size adequate to provide for landscape irrigation, potable water for future restrooms and sewer service for future restrooms. Electrical service shall also be provided to the park site.
61. **C.H.S.C.A 48** Prior to recordation of a final subdivision map, the Project Proponent shall obtain certification from the Public Works Director and the Design Review Committee, that the landscaping and irrigation system generally conforms to City standards and that all of the above conditions have been met.
62. **C.H.S.C.A. 49.** All site improvements and all contractors involved in site improvements, building construction, and house construction activities shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, and 8:00 a.m. to 6 p.m. on Saturday, and

9:00 a.m. to 6:00 p.m. on Sunday. All construction equipment must meet Department of Motor Vehicles (DMV) noise standards and shall be equipped with muffling devices.

The Planning Director may allow earlier “start-times” for specific building construction activities, e.g., concrete-foundation/floor-pouring, if it can be demonstrated to the satisfaction of the Planning Director that the construction and construction traffic noise can be mitigated.

63. **C.H.S.C.A. 50.** All mechanical equipment shall be constructed in such a manner that noise emanating from it will not be perceptible beyond the property plane of the subject property in a normal environment for that zoning district.
64. **C.H.S.C.A. 51.** All dwelling units in the development shall be constructed to meet Title 24 state energy requirements.
65. **C.H.S.C.A. 52.** All building and/or structural plans must comply with all codes and ordinances in effect before the Building Department will issue permits.
66. **C.H.S.C.A. 53.** The area of the development shall be tested for strength and clarity of signal to and from the area for City emergency services communications to comply with City emergency services needs, as approved by the City’s Police. Expert opinions may be required in anticipation of communications difficulties inside or around large structures. Mitigation plans of less than acceptable communications shall be submitted to the satisfaction of the City of Hughson Police Services prior to approval and shall be financed by the Project Proponent immediately upon approval.
67. **C.H.S.C.A. 54.** The Project shall conform to the requirements of the Hughson Fire District. Project Proponent shall, at Project Proponent’s expense, install fire hydrants which shall be tested for flow and color-coded to represent the amount of flow, as specified by the Hughson Fire Protection District. Fire hydrants shall be placed on property lines. Reflectors shall be placed in the street adjacent to the fire hydrants. Curbs at the fire hydrants shall be painted to prevent parking. Prior to any construction framing,

the Project Proponent shall provide adequate fire protection facilities, including, but not limited to surface roads, fire hydrants, and a water supply and water flow in conformance to the City's Fire Department Standards able to suppress a major fire. When alternate methods of fire protection are approved by the Fire Chief, this requirement may be waived or modified. Proposed alternative methods of fire protection shall be submitted in writing to the Fire Chief prior to any framing construction. Work on the alternative fire protection methods shall not begin until approved by the Fire Chief.

Fire retardant (shake, tile, etc.) Class C minimum roofing shall be required on all buildings.

Internally illuminated address numbers shall be installed on all residences to be easily readable from the public street for emergency services, consistent with Fire Department requirements. In addition, internal illuminated address numbers shall be installed on the exterior of all garages facing alleyways to allow for property identification from the rear alley.

All pedestrian/bikeway trail paths shall be designed and capable of providing access for maintenance and emergency/police patrol vehicles. Connections to public streets and internal subdivision sidewalks shall include access ramps and removable bollards, lock systems to be approved by Fire and Police Departments.

The Project Proponent shall keep the site free of fire hazards from the start of lumber construction until the final inspection.

All curbs located within a seven feet, six inch (7' 6") radius of a public/private fire hydrant shall be painted red, unless, modified by the Fire Chief. Blue street "hydrant markers" shall be installed for all fire hydrants per City Standard Specifications.

All public and private streets, driveways, aisles, and alleys designated as fire lanes by the Fire Chief shall be maintained in accordance with Articles 9 and 10 of the Uniform Fire Code which permits towing vehicles illegally parked on the fire lanes. Fire lane curbs shall be painted red with "No Parking, Fire Lane, Tow Away Zone" or "No Parking, Fire Lane, Tow Away Zone" signs shall be installed as required by the Vehicle Code.

68. **C.H.S.C.A. 55.** The Project Proponent shall be responsible for carrying out all duties set forth in the mitigation monitoring program adopted for the proposed project. Efforts

shall be made to design the mitigation monitoring program so as to ensure compliance during project implementation. The Project Proponent's compliance with said mitigation monitoring program shall be subject to review and approval by those agencies and officials designated in the program.

69. **C.H.S.C.A. 56.** The Project shall conform in full with the requirements of the San Joaquin Valley Unified Air Pollution Control District. It shall be the responsibility of the Project Proponent to satisfactorily demonstrate compliance with said requirements.
70. **C.H.S.C.A. 57.** All front yards of all lots shall be landscaped at the time of construction and shall utilize landscaping as approved by the City Engineer, Public Works Director, the Planning Director, and the Design Review Committee.
71. **C.H.S.C.A. 58.** The Project Proponent shall provide all lot buyers with a list of energy efficient appliances including, but not limited to, refrigerators, dishwashers, washing machines, and dryers. This list shall be submitted to the Planning Department for review and approval prior to issuance of a final building permit for the first home of the project.
72. **C.H.S.C.A 59. Condition deleted. No commercial or industrial development proposed.**
73. **C.H.S.C.A. 60.** At no time shall campers, trailers, motor homes, or any other vehicle be used as living or sleeping quarters on the construction site. All such vehicles shall be removed from the site at the end of each workday (except those authorized and issued a permit as office use).
74. **C.H.S.C.A. 61.** The Project Proponent shall submit a refundable cash bond for hazard and erosion control prior to issuance of an Engineering or Building Department permit. The amount of this bond will be determined by the City Engineer.

75. **C.H.S.C.A. 62.** The Project Proponent shall furnish City with a warranty bond in the amount of 10% of the improvement costs to guarantee Public Improvements for a period of two years following the completion by Project Proponent and filing of Notice of Completion by City against any defective work or labor done, or defective materials furnished, or adverse effect to any portion of adjacent properties in the construction of the Public Improvements. Project Proponent agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements that occur within two years of acceptance, and to incur all expenses of such repairs that exceed the 10% bond.
76. **C.H.S.C.A. 63.** The Project Proponent's contractor(s) shall obtain an encroachment permit in accordance with the Hughson Municipal Code from the City prior to moving any construction equipment onto the site. The contractor must provide covered, secure area for any required maintenance on vehicles & equipment.
77. **C.H.S.C.A. 64.** Improvement and site plans are to be submitted to the Building Department on CD ROM or DVD computer disk in a format approved by the Director. Digitized information shall be submitted before requesting a final inspection and should reflect as-built status and architectural information as approved by the Director.
78. **C.H.S.C.A. 65.** The applicant will comply with all local, State, and Federal laws and regulations pertaining to the existing improvements on the property prior to the issuance of a building permit or to the construction or installation of any improvements thereon.
79. **C.H.S.C.A. 66.** Project Proponent shall, at Project Proponents expense, and under City's direction, provide for traffic control, during construction, so as to minimize the impact on residents surrounding or adjacent to the Project. In this connection, Project Proponent agrees that, during any construction within or as a part of the overall Project, all existing roadways as of the date of approval of this vesting tentative subdivision map shall, at all times, remain passable to a minimum of two lanes of traffic, one in each direction, or an acceptable detour approved by City. Project Proponent further agrees that if, at any time,

City shall determine that there are not sufficient acceptable traffic lanes or acceptable detour which are passable, that all construction by Project Proponent shall immediately cease upon written demand therefore, by City.

80. **C.H.S.C.A. 67.** Project Proponent shall replace, or have replaced, or repair or have repaired, as the case may be, all pipes and monuments shown on the Map which have been destroyed or damaged, and Project Proponent shall replace or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement by reason of any work done hereunder, whether such property be owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or by any public or private corporation, or by any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction and subject to the approval of the City Engineer. Project Proponent shall provide such monumentation as may be required by City Engineer, in accordance with accepted standards.

The Project Proponent shall post security guaranteeing the payment of the cost of setting the monuments. The cost of setting the monuments will be determined by the City Engineer upon approval of the improvement plans. The Project Proponent shall pay the engineer or surveyor for the cost of setting the monuments within three (3) months from date of notification by the engineer or surveyor that the monuments have been set. If the Project Proponent does not pay the engineer or surveyor within the three (3) months from date of notification, the City shall pay the engineer or surveyor for the security and refund the difference, if any, to the Project Proponent.

81. **C.H.S.C.A. 68.** Prior to commencement of any grading or other subdivision improvements the Project Proponent shall provide proposed trucking routes for all equipment and material deliveries. The City shall, at Project Proponents expense, video the routes to establish preconstruction conditions. Damage to any public improvements, on or off site caused by construction operations, during construction on the subject property shall be repaired to the satisfaction of the City Engineer at full expense to the Project Proponent. This shall include slurry seal, overlay, or street reconstruction if deemed warranted by the City Engineer.

82. **C.H.S.C.A. 69.** A qualified professional geotechnical engineer shall perform on-site

monitoring of all grading and excavation activities on the project site. Evidence of an agreement with a geotechnical engineer shall be submitted for review and approval of the City Public Works Director and City Engineer prior to commencement of any grading activities or any underground work. The geotechnical engineer shall submit evidence that grading and excavation were performed consistent with the recommendations of the geotechnical investigation. Evidence shall be submitted prior to issuance of building permits for each individual lot.

83. **C.H.S.C.A. 70.** All proposed streets shall be fully improved in conformance with the City of Hughson standards to the width required by the Hughson General Plan. The Project Proponent shall install normal and necessary public improvements along the property street frontages to the satisfaction of the City Engineer. These improvements may include, but are not necessarily limited to, grading, curb and gutter, sidewalk, paving, make-up paving and wheel chair ramps, along with construction of all standard utilities necessary including water facilities, sanitary sewer, and storm drainage systems, street lighting, underground utilities, traffic control devices, landscaping, and automatic irrigation systems.
84. **C.H.S.C.A. 71.** Project Proponent shall, at Project Proponent's expense, install two water sampling stations, with at least 25 lots between, and 1 lot before and after, each station. Such stations shall be constructed to plans approved by the City Engineer.
85. **C.H.S.C.A. 72.** No private or individual water wells shall be allowed within the Project area.
86. **C.H.S.C.A. 73.** Project Proponent shall cause to be placed, at Project Proponent's expense, terminal manholes in courts and knuckles.
87. **C.H.S.C.A. 74.** Irrigation lines, canals, or rights-of way are to be abandoned in accordance with Turlock Irrigation District standards. Project Proponent shall, at Project Proponent's expense, provide irrigation easements and perform any construction required by Turlock Irrigation District to the District's satisfaction and that of the City Engineer. Since this parcel will no longer irrigate, Project Proponent, at Project Proponent's

expense, shall obtain an agreement with the Turlock Irrigation District to abandon use of any irrigation facilities. This must be requested and signed by the holders of title before final map approval. The Turlock Irrigation District will require two copies of detailed improvement plans for further review and comment. The Turlock Irrigation District signature block on improvement plans must read as follows:

At least 30 calendar days prior to the commencement of any work to remove existing irrigation works or to construct new irrigation works, Project Proponent shall sign an Irrigation Improvement Agreement with the Turlock Irrigation District and provide the two required improvement securities, and the required public liability and proper damage insurance coverage. Any contractor doing work on irrigation facilities shall notify the Turlock Irrigation District Irrigation Department Manager and shall be told when the work may be started.

88. **C.H.S.C.A. 75.** All existing structures including such facilities as cesspools, septic tanks, wells or tanks and basements not incorporated into the subdivision shall be demolished or capped to the satisfaction of the City Engineer.
89. **C.H.S.C.A. 76.** Plans must ensure that no non-compliant situation is created by reason of existing dwellings that remain. Any existing dwellings that remain shall meet required "set back" and off street parking requirements and shall connect to public sewer and water.
90. **C.H.S.C.A. 77.** All subdivision improvement infrastructure (streets, sidewalks, storm drainage, undergrounding of all utilities, and an all weather emergency access) required to serve each phase of the development shall be in place prior to shall be in place prior to the issuance of building permits. All improvement infrastructure for a following phase will be in place prior to occupancy of any homes within previous phase. The water main system shall be in place, operational, and use approved by the City prior to the beginning of combustible construction or other arrangements made acceptable to the City of Hughson Fire Department for adequate fire protection. Additionally, an all-weather emergency access shall be in place prior to the issuance of building permits for any phase in the project

Any proposed phasing of development shall be depicted on the tentative map and shall include narrative explaining proposed phasing. Unless a phasing plan for improvements is approved by the Planning Director and Public Works Director, the Project Proponent shall complete all of the on-site improvements at one time (including all improvements around future building pads). All remaining pad areas shall be kept in a neat manner at all times, and weed growth shall be minimized.

All sanitary sewer improvement necessary to serve each phase shall be complete and in place and accepted by the City prior to use of the sanitary sewer system. All improvements shall be provided in a manner which will not surcharge the existing City sanitary sewer collection system.

The Project Proponent shall reimburse the City for any and all costs for sewer line model/system map modifications

91. **C.H.S.C.A. 78.** The City Engineer or other authorized representative of the City shall inspect all of the Public Improvements made to see that they comply with City subdivision regulations including, but not limited to, these Conditions of Approval, Standard Specifications and Design Expectation Guidelines. The Project Proponent hereby grants access to the Project and Project Site for inspection purposes and agrees to notify City Engineer in advance of required inspection. Project Proponent shall pay to City the actual cost to City for all inspection, and other services furnished by City in connection with the Project by paying Plan Check and Inspection fees, and shall also reimburse City for the actual cost charged to City by City Engineer for all services performed in accordance with these Conditions, such charges to be at the normal rate charged the City by the City Engineer. However, all costs in soil testing, concrete testing and compaction testing will be the responsibility of the Project Proponent. Plan check and inspection fees will be based on the approved engineer's estimate.

92. **C.H.S.C.A. 79.** Monument details (appearance and design) shall be submitted to the City for review and approval.

93. **C.H.S.C.A. 80.** All street widths, including designated right-of-ways, delineated parkways, sidewalks, and additional landscape areas on specific designated streets, shall conform to the Public Works standards.
94. **C.H.S.C.A. 81.** If the Project Proponent deviates from the approved improvement drawings, specifications or standards, or shall construct any Public Improvements in such a manner so as to, in the opinion of the City Engineer, endanger the public safety, the City may cause the necessary corrections to be made without notice. In the event such deviations do not, in the opinion of the City Engineer, endanger the public safety, the City Engineer may give the Project Proponent written notice of such deviations, and the Project Proponent shall correct the deviation in the time prescribed by the City Engineer. In the event of the failure of the Project Proponent to make corrections of deviations, whether or not the public safety is affected, the City may cause the necessary corrections to be made and shall be reimbursed by the Project Proponent at cost plus 25%. Said amount shall be deducted from the reimbursement by the City to the Project Proponent or shall be paid for by the Project Proponent prior to the acceptance of the improvements, or shall be obtained from the improvement securities. Project Proponent shall perform any changes or alterations in the construction and installation of such Public Improvements required by City, provided that all such changes or alterations do not exceed 10 percent of the original total estimated cost of such Public Improvements.
95. **C.H.S.C.A. 82.** Project Proponent shall provide at Project Proponent's expense, a Traffic Impact Study to be performed by a Certified Traffic Engineering Firm that will cover and illustrate traffic impacts for the Greater Hughson Area. This study will include at a minimum, the Hatch Road Santa Fe, Whitmore Santa Fe, Tully Santa Fe Tully Hatch Road, and the Santa Fe Service Road Intersections. The study and a Transportation Impact Mitigation Plan must be submitted and approved prior to approval of the final map, to result in a reduction in traffic generated by the proposed project to reduce pollutant emission levels for ROG, CO, NOx, SOX and PM10; the Program shall be subject to the review and approval of the City Engineer, Public Works Director and the Design Review Committee prior to approval of the final map.

96. C.H.S.C.A. 83. If the installation of traffic signals at any intersection is warranted at any time prior to the filing of the Final Map of the Project, as indicated by the traffic study, Project Proponent shall be responsible for paying for this installation. An area of benefit may be established by the Traffic Impact Study and may be used by the Project Proponent to negotiate with the City a reimbursement agreement with Project Proponent whereby appropriate percentages of funds will be remitted to Project Proponent upon receipt from other Projects with in that benefit area. This reimbursement duty will expire 10 years after completion of the Project.
97. C.H.S.C.A. 84. The Project is subject to the requirements of Stanislaus Council of Governments Congestion Management Program.
98. C.H.S.C.A. 85. A grading permit shall be required prior to mass grading for the project, and include Best Management Practices for erosion and dust control, and immediate revegetation of the site as needed for erosion control. Erosion controls shall be utilized to prevent dirt from lots going into street rights-of-ways and into drainage systems.

The Project Proponent shall submit a final grading and drainage plan prepared by a licensed civil engineer depicting design for the line, grade, on and off-site drainage control measures, structural sections for the streets and all public improvements serving the development, including land use, infrastructure, circulation and streetscapes, public/park facilities, landscaping and trails, design expectations and environmental mitigation components.

This plan shall be subject to the review and approval of the City Engineer, and the Design Review Committee and all lot grades shall conform to the approved grading plan, with written certification by a civil engineer or geotechnical engineer required to assure compliance with all grading plans prior to the issuance of any building permits, and shall be subject to the following:

- a. All lots shall drain toward the street and grade difference with adjacent properties shall not exceed .50 foot within the same development, as well as with any adjacent new development under simultaneous, phased or concurrent construction.

- b. Special drainage design to prevent drainage across property lines.
- c. All required structures such as walls, fences, and drainage facilities, shall be shown on the plan.
- d. Developed land must be at least six inches higher than adjoining irrigated lands.

Not more than a one-foot (1') grade differential will be created between new lots and adjacent existing developed lots outside the property territory, unless required and supported by engineering documentation illustrating extreme adverse results, and only with approval of the City Engineer and the Design Review Committee.

Prior to the issuance of any building permits, lot grades shall conform to the approved grading plan. Written certification by a civil engineer or geotechnical engineer will be required to assure compliance with all grading plans

The Project Proponent shall submit record tract grading plans showing:

- a. The elevation of all four (4) corners of the lot as well as the center of the lot;
- b. All top and toe of slope elevations, and
- c. The top and bottom of all retaining wall elevations.
- d. Plan will show grading in relation to all adjacent lots, parcels and developments.

The soils engineer shall certify the pad compactions of all lots containing fill to the satisfaction of the Public Works and City Engineer prior to the issuance of building permits.

Projects with clearing, grading, and excavation exceeding one acre shall submit a copy of the State Water Resources Control Board Notice of Intent (NOI) for coverage under the State Construction Storm Water General Permit, prior to the commencement of any clearing, grading, or excavation.

99. **C.H.S.C.A. 86.** The Project Proponent shall prepare and implement an erosion control plan for each separate phase of the project to include such measures as mulching and revegetation and stabilization of exposed soils and all cut and fill slopes, prevention of erosion during grading and construction and to prevent sediments from leaving the project site, as soon as possible after completion of grading, in no case later than October 15. No grading shall occur between October 15 and April 15 unless approved erosion control measures are in place, subject to the approval of the Building Department. Such measures shall be maintained until such time as permanent landscaping is in place. The erosion control plan shall be included in the grading plan to be reviewed and

approved by the City Public Works Director and City Engineer prior to issuance of a grading permit. The Project Proponent is responsible for ensuring that the contractor is aware of such measures.

Project Proponent shall be responsible, at Project Proponent's expense, for preventing and repairing any erosion that may occur as a result of construction of the Project, including any portion of the Project which is a public improvement. Project Proponent shall comply with Storm Water Pollution Plans as determined by the State Water Quality Control Board.

100. **C.H.S.C.A. 87.** The Project Proponent shall be responsible for obtaining any and all permits and approvals from public agencies whose jurisdiction the project may fall under including, but not limited to, Caltrans, the Regional Water Quality Control Board, the California Department of Fish and Game, the U.S. Army Corps of Engineers, the Stanislaus County Water Resources Agency and the City of Hughson.

All off-site drainage improvements begun after the start of the calendar year must be completed prior to October 15th of the calendar year that the improvements were started.

Storm drainage swales, gutters, inlets, outfalls, and channels not within the area of a dedicated public street or public service easement approved by the City Engineer shall be privately maintained by the property owners or through an assessment district approved by the City.

The Project Proponent shall prepare and implement a drainage improvement plan prepared by a licensed civil engineer to be included with the grading plan which calls for installation of on-site storm water retention and percolation facilities designed to retain and percolate all on-site flows for up to a 100-year storm and depicting all final grades and on-site drainage control measures. All retention and percolation facilities shall be engineered to meet the specifications of the City and the drainage plan for the project shall be subject to review by the City of Hughson. No on-site flows shall be allowed to drain directly into off-site storm drain facilities without passing through the percolation

facilities. Retention and percolation pond facility volume shall be large enough to contain inflow generated within the project site by the 100-year storm under post-development conditions. Further, interior storm drains shall be designed to accommodate on-site storm water flows from a 10-year storm. The drainage improvement plan and all related calculations shall be reviewed and approved by the City Public Works Director, City Engineer, and all others deemed appropriate by the City prior to recordation of the final subdivision map, and prior to the issuance of any building permits.

Prior to Map Recordation, a detailed hydrology/drainage study prepared by a registered Civil Engineer and including existing and proposed conditions, will be required and submitted to the City Engineer for review and approval. The detailed hydrology/drainage study will provide for a Plan Area positive drainage system via on-site detention basins within open space park sites offering temporary storage and percolation with collection and transmission. The area wide positive drainage system will include all developed areas of the subdivision including the open space trail systems and the public alleyways. This may require double-piping in some streets and valves at basins.

All improvements shall allow for continuous maintenance access. Maintenance access measures shall include, but not be limited to, an all weather access ramp to and around the sides of the retention pond for maintenance vehicle access.

A NPDES General Permit for Storm Water Discharges Associated with Construction Activities, NPDES No. CAS000002, Order 99-28-DWQ is required when a site involves clearing, grading, disturbances to the ground, such as stockpiling, or excavation that results in soil disturbances of at least one acre of total land area.

101. **C.H.S.C.A. 88.** The maintenance of all drainage ditches and the retention pond shall be included in a benefit assessment district.

102. **C.H.S.C.A. 89.** The Project Proponent shall at their cost, label all on-site storm drain inlets with the wording, "No Dumping -- Drains to River" using City-approved methods and materials.
103. **C.H.S.C.A. 90.** All retaining walls higher than four feet (4' 0") from the top of the wall to the bottom of the footway shall be constructed of reinforced concrete or shall be an approved crib wall type. Calculations signed by a registered civil engineer shall accompany the wall plans.
104. **C.H.S.C.A. 91.** Developed land must be at least six inches higher than adjoining irrigated lands.
105. **C.H.S.C.A. 92.** Final inspection of septic sewer and storm drainage systems shall be by television inspection devices as approved by the City Engineer at the Project Proponents expense.
106. **C.H.S.C.A. 93.** Full public utilities shall be extended underground to the ends of all public streets which are stubbed to the edges of this project site and are intended to be extended in future phases of development by this, or subsequent Project Proponents.

Existing underground and overhead electric facilities and existing irrigation pipelines shall be removed, protected, upgraded, or relocated underground as required by the Turlock Irrigation District, the City Engineer and the Design Review Committee.

Project Proponent shall dedicate necessary easements to, and coordinate with, Pacific Gas & Electric for gas service, Turlock Irrigation District for electricity service, the appropriate company, for telecommunications service, and the appropriate company for cable television service, for the provision of services to the Project, and the underground placement of all lines, pipes, conduits, and vaults and facilities necessary for the provision of such services, at no cost to City. Project Proponent is referred to Hughson Municipal Code Section 5.08.190. All such utilities on the existing frontages of the Project which are

not already undergrounded, shall also be undergrounded, at Project Proponent's sole expense and should be dedicated on the final map.

The Project Proponent shall provide evidence of commitment to serve from utilities, including, but not limited to, electrical service, natural gas service, telephone service, cable television service, and postal service. Said evidence shall be reviewed and approved by City Staff prior to approval of the final subdivision map by the City Council

Due to extensive underground utilities, large root-invasive trees will not be permitted unless utilities therein are appropriately situated per City approval.

107. **C.H.S.C.A. 94.** Prior to issuance of a building permit, the Project Proponent shall pay the applicable City connection and capacity fees.
108. **C.H.S.C.A. 95.** The Project Proponent acknowledges that the City of Hughson does not guarantee the availability of sufficient sewer capacity to serve this development by the approval of this case, and that the Project Proponent agrees and acknowledges that building permit approval may be withheld if sewer capacity is found by the City not to be available. The ability to provide public water in required quantities and quality shall be proven sufficient to serve the project area prior to issuance of building permits.

This approval does not guarantee the availability of sufficient water to serve the project. The City shall withhold building permits for the project if at the time building permits are applied for mandatory water rationing is in effect, unless the City has adopted a water offset program and unless the Project Proponent is participating in the program. Notwithstanding the Project Proponent's participation in such a program, the City may withhold building permits if the City determines that sufficient water is not available at the time of application of building permits.

109. **C.H.S.C.A. 96.** The Project Proponent shall adjust all sprinkler systems to meet minimum watering requirements, and shall inform the purchaser of such minimum requirements.
110. **C.H.S.C.A. 97.** Water main sizes shall be determined by the City Engineer through modification of the Citywide water model and shall provide 40 pounds per square inch minimum residual pressure with a fire demand at any fire hydrant of 2,500 gallons per

minute. The Project Proponent shall reimburse the City for any and all costs for water main sizing and water model/system map modifications.

111. **C.H.S.C.A. 98.** The Project Proponent shall provide for dedication to the City of a 20 foot minimum width water main easement or right-of-way including water main and all weather access to loop for the proposed subdivision water system. The Project Proponent shall reimburse the City for any and all costs for water line model/system map modifications.

112. **C.H.S.C.A. 99.** Project Proponent shall, at Project Proponent's expense, shall prepare and submit a Dust Emission Control Plan for Project Grading. The Plan shall require that contractor work specifications shall include provisions for adequate water to be applied during construction in order to control dust disturbance resulting from grading operations. The Plan and related contractor work specifications shall be reviewed and approved by the City prior to issuance of a grading permit. Dust control measures shall be applied in accordance with all ordinances, rules and regulations of the Stanislaus County Water Resources Agency regarding use of reclaimed or other sub-potable water for compaction or dust control purposes. Additionally, the Plan will be reviewed to assure compliance with applicable air quality programs, such as those related to particulate emissions, overseen by the San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD). The construction phase of the project shall conform to SJVUAPCD regulations.

113. **C.H.S.C.A. 100.** No existing trees shall be removed other than those specifically designated for removal on the approved plans. Improvement plans shall identify any trees to be preserved within the project and methods of protection during construction. The Project Proponent shall arrange for a horticultural consultant to conduct a field inspection prior to issuance of grading permits to ensure that all recommendations approved relative to trees and landscaping in the Design Review Process are properly implemented. The consultant shall certify in writing that such recommendations have been followed.

The Project Proponent shall provide an itemized cost estimate of said improvements, to be submitted with the bond, for the review and approval of the Planning Director prior to issuance of building permits. The project proponent shall post security (cash, bond or letter of credit) in an amount (\$5,000 minimum) sufficient, based on the type, size, and age of the trees, to carry out the provisions of this condition. This cash bond or security shall be of sufficient amount to cover all costs associated with the contracting of the horticultural specialists for the initial study, tree valuation, and post construction health inspection of the trees, additionally, the bond shall be retained for two years following acceptance of public improvements or completion of construction, whichever is later, and until all trees have passed an inspection by a horticultural specialist financed by the project proponent's bond. All funds in the bond shall be forfeited if the trees are destroyed or substantially damaged.

114. **C.H.S.C.A. 101.** The Project Proponent shall provide root control barriers and four inch (4") perforated pipes for parking lot trees, street trees, and trees in planting areas less than ten feet (10' 0") in width, as determined necessary by the Planning Director and the Design Review Committee at the time of review of the final landscape plans.
115. **C.H.S.C.A. 102.** Miscellaneous residual open space areas shall be landscaped and irrigated and included in the Landscaping Plan and will be included in the Landscaping and Lighting District.
116. **C.H.S.C.A. 103.** If archeological materials are uncovered during project implementation, grading, trenching, or other on-site excavation, all work on site shall be stopped and the City immediately notified. The county coroner and the Native American Heritage Commission shall also be notified and procedures followed as required by the California Environmental Quality Act (CEQA) and California law. A similar note shall appear on the improvement plans.
117. **C.H.S.C.A. 104.** The Project Proponent shall provide the City with an acoustical analysis which determines decibel contours and required height and location of sound walls. All sound wall locations will be depicted on the tentative map and final improvement plans. The final subdivision map and final improvement plans shall show sound wall treatments consistent with Caltrans standards and guidelines. Plans shall also be provided depicting landscaping or other visual relief for sound walls. The design of all sound walls and relevant landscaping shall remain consistent through the subdivision.

118. **C.H.S.C.A. 105.** Any new dwelling abutting or adjacent to existing single story construction, shall be restricted to construction of one-story residences to protect the privacy of existing residences adjacent to the project. Two (2) story structures will only be allowed to overview single story structure constructed with the same development phase as the two-story construction, and shall be clearly defined as such on final maps. Such information shall be disclosed to prospective buyers prior to their acceptance of the property and proof of said disclosure shall be submitted to the City.
119. **C.H.S.C.A. 106.** The Project Proponent shall submit a waste management plan to the Building Department prior to issuance of building or demolition permits. The plan shall include the estimated composition and quantities of waste to be generated and how the Project Proponent intends to recycle at least 50% (fifty percent) of the total job site construction and demolition waste measured by weight or volume. Proof of compliance shall be provided to the Chief Building Official prior to the issuance of a final building permit. During demolition and construction, the Project Proponent shall mark all trash disposal bins "trash materials only" and all recycling bins "recycling materials only". The Project Proponent shall contact Waste Management for the disposal of all waste from the site.
120. **C.H.S.C.A 107** Percolation calculations shall demonstrate that the park basins are adequately sized to handle storm water run-off for the project and systems. Detention basins shall not exceed five-feet (5') in depth with maximum side slopes of 6:1 unless an alternate standard is approved by the City Engineer and Public Works Director, Planning Director and Design Review Committee.

Park basins shall have French drains in bottoms for collection and temporary on-site percolation of nuisance waters. Park basin shall be designed to be dry within 24 hours. Basins shall be designed with raised flat areas for playgrounds and/or useable landscaped recreational open space.

Conditions from Responsible Agencies

Stanislaus County Department of Environmental Resources:

121. All existing on-site wells and/or septic tanks shall be destroyed under permit from the Department of Environmental Resources (DER) and in accordance with all laws and polices as regulated by Stanislaus County and California State Model Well Standards.

Turlock Irrigation District (District)

122. There is an irrigation pipeline that runs from north to south across the approximate center of the parcel. This pipeline serves the subject parcels only and must be removed as per District Standards.

123. There is a second irrigation pipeline belonging to Improvement District 141, the Jenkins, that runs from the northwest corner of the subject parcel, south along the west property line for approximately 165-feet. This line was upgraded during the development of the adjacent Starn Estates Subdivision. That portion of a 25-foot easement, centered on the pipe, and lying within Lot 26 will have to be dedicated for the benefit of the improvement district.

124. The Developer shall submit plans detailing the existing irrigation facilities, relative to the proposed site improvements, in order for the District to determine specific impacts.

125. Developed property adjoining irrigated ground must be graded so that finished grading elevations are at least 6 inches higher than irrigated ground. A protective berm must be installed to prevent irrigation water from reaching non-irrigated properties. Stub-end streets adjoining irrigated ground must have a berm installed at least 12" above the finished grade of the irrigated parcel(s).

126. The District shall review and approve all maps and plans for the project. Any improvements to this property shall be subject to the District's approval and meet all District standards and specifications. If it is determined that irrigation facilities will be impacted, the applicant will need to provide irrigation improvement plans and enter into an Irrigation Improvements Agreement for the required irrigation facility modifications. There is a District Board approved time and material fee associated with this review.

127. The final map signature block is as follows:

As to Irrigation Tax

Todd Troglin
Deputy Collector, Turlock Irrigation District

Date

128. A ten-foot Public Utility Easement must be dedicated along all street frontages.
129. The Developer shall apply for a facility change for any pole or electrical facility relocation. Facility changes are performed at the developer's expense.

San Joaquin Valley Air Pollution Control District

130. The Developer shall comply with all District Rules as identified in the San Joaquin Valley Air Pollution Control District memorandum dated February 6, 2006 (see Attachment A).

ORDINANCE NO. 06-15

AN ORDINANCE OF THE CITY OF HUGHSON DEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY OF HUGHSON
AND FEATHERS GLEN LLC,
RELATING TO THE DEVELOPMENT
KNOWN AS EUCLID SOUTH.

WHEREAS, pursuant to Hughson Ordinance No. 90-59, the City of Hughson ("City") may enter into, or amend a Development Agreement with the owner and/or developer of real property within the City; and

WHEREAS, the City and Feathers Glen LLC, have reached agreement on a Development Agreement for the development of certain real property within the City; (hereinafter called "Development Agreement") and

WHEREAS, the City of Hughson has determined that the Agreement is consistent with the Hughson General Plan; and

WHEREAS, the Agreement has been properly reviewed and assessed by the City pursuant to the California Environmental Quality Act in that a Negative Declaration has been prepared and certified which adequately reviews the environmental effects associated with the Vesting Tentative Map for which the Agreement is intended,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hughson as follows:

Section 1: The Mayor and City Clerk of the City are hereby authorized to execute that certain Development Agreement Relating to the Development known as Euclid South

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

Section 3: This Ordinance shall become effective thirty days from and after the date of its final passage and adoption and shall be published at least once within fifteen days prior to its effective date in the Hughson Chronicle, the official newspaper of the City of Hughson.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Hughson this 8th day of January, 2007, by the following vote:

AYES:

Council Members LEDERMANN, ADAMS and Mayor MOORE

NOES: Council Members QUALLS and BAWANAN

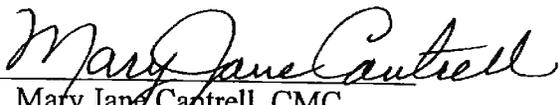
ABSENT: None

ABSTENTION: None

THE CITY OF HUGHSON,
A Municipal Corporation

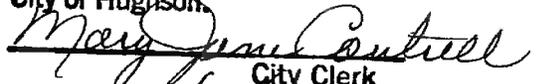
By: 
KENNETH A. MOORE, Mayor

ATTEST:

By: 
Mary Jane Cantrell, CMC
City of Hughson, City Clerk

CERTIFICATION

I hereby certify the foregoing is
a true and correct copy of the
original document on file in the
office of the City Clerk of the
City of Hughson.


City Clerk

Dated: 1/9/07

Single Family Residential New

Euclid South

1. Enter number of single family units

FEE SCHEDULE	Per Unit	Units	Total	Fee Credits	Adjusted Total
Public Facility Fee	\$ 3,050.00	69	\$ 210,450.00	\$	\$ 210,450.00
Storm Drain Fee	\$ 2,814.00	69	\$ 194,166.00	\$	\$ 194,166.00
Sewer Fee (Note 2)	\$ 3,040.58	69	\$ 209,800.02	\$	\$ 209,800.02
Water Fee	\$ 3,808.00	69	\$ 262,752.00	\$	\$ 262,752.00
Street Fee	\$ 4,101.00	69	\$ 282,969.00	\$	\$ 282,969.00
Park Development Fee	\$ 2,667.00	69	\$ 184,023.00	\$	\$ 184,023.00
Park In-lieu Fee (Note 3)	\$	69	\$	\$	\$
Community Enhancement	\$ 1,008.00	69	\$ 69,552.00	\$	\$ 69,552.00
Plans Fees: *(Note 1)					
General Plan Fee	\$ 0.004	351598	\$ 3,206.20	\$	\$ 3,206.20
Waste Water Master Plan	\$ 0.001	851598	\$ 888.35	\$	\$ 888.35
Water Master Plan	\$ 0.001	851598	\$ 888.35	\$	\$ 888.35
Ordinance Update	\$ 0.001	351598	\$ 703.80	\$	\$ 703.80
TOTAL PER UNIT FEE	#REF!				
		TOTAL FEE	\$ 1,419,398.72		
		TOTAL FEE CREDIT	\$		
		TOTAL FEE OWED			\$ 1,425,085.43

Note 1: Plans Fees are calculated based on total acreage of project, and are not included in per unit cost calculation.
 Note 2: Sewer Fee of 5710 Minus EDU Payments Per Prefunding Agreement.
 Note 3: Park Land to be Dedicated

EXHIBIT "E-2"

REIMBURSEMENT ITEMS PER SECTION 3.E. OF THIS AGREEMENT

Reimbursements include those reimbursements specified in Section 3.G., 3.H., and 3.J. of this Agreement.

EXHIBIT "F"

**[HERE WILL GO A DESCRIPTION OF THE
LAND TO BE DEDICATED, IF ANY WHICH
IS NOT SHOWN ON THE FINAL MAP]**

