



COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES

860 NORTH BUSH STREET · UKIAH · CALIFORNIA · 95482
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JULIA KROG, DIRECTOR
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February 22, 2023

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the Mendocino County Planning Commission at a Special meeting on Thursday, March 9, 2023, at 10:00 a.m., or as soon thereafter as the item may be heard, will conduct a public hearing on the following development application. This meeting will take place in the **Board of Supervisors Chambers, 501 Low Gap Road, Ukiah California**, and Virtual attendance will be available via Zoom. Meetings are live streamed and available for viewing online on the Mendocino County YouTube page, at <https://www.youtube.com/MendocinoCountyVideo>. In lieu of personal attendance, the public may participate digitally in meetings by sending comments to pbscommissions@mendocinocounty.org or via Telecomment. The telecomment form may be found at: <https://www.mendocinocounty.org/government/planning-building-services/meeting-agendas>.

CASE#: S_2020-0001/DEV_2020-0001/AP_2022-0034

DATE FILED: 07/23/2020

OWNER: RANCHO YOKAYO, L.P.

APPLICANT: GUILLON, INC.

REQUEST: Modifications to previously approved Garden's Gate Subdivision Vesting Tentative Map (S_3-2005) and its associated Development Agreement. The Subdivision Modification (S_2020-0001) consists of an Amended Vesting Tentative Map to subdivide 48.8± acres into 171 single-family residential parcels with parks, streets and utilities. The renamed "Bella Vista Subdivision" would include a 39-unit age-restricted Senior Neighborhood and a 132-unit Traditional Neighborhood. In accordance with a modified Inclusionary Housing Plan, 10% of the residences in the Traditional Neighborhood would be restricted for sale to qualifying moderate-income households. The Subdivision Modifications include a Phasing Plan, Design Guidelines and a Preliminary Landscape Site Plan. In accordance with State Density Bonus Law, exceptions to the Division of Land Regulations and County Zoning Ordinance are requested for minimum lot sizes, setbacks, double frontage lots, private road easements, and fence standards. An Administrative Permit (AP_2022-0034) is requested to authorize single-family residential uses within the portions of the site that are in the Multiple Family Residential ("R-3") District. The Restated Development Agreement (DEV_2020-0001) would amend the Garden's Gate Development Agreement to reflect the Subdivision Modification, to establish a new 10-year term for the Restated Development Agreement, and to modify the Inclusionary Housing Agreement. The Planning Commission will provide a recommendation to the Board of Supervisors regarding approval of the following items:

- Restated Development Agreement
- Amended Vesting Tentative Map
- Modified Phasing Plan
- Modified Design Guidelines
- Preliminary Landscape Site Plan & Planting Plan
- Reductions in Development Standards per State Density Bonus Law
- Administrative Permit
- Inclusionary Housing Plan
- Inclusionary Housing Agreement
- Addendum to the Environmental Impact Report for the Garden's Gate Subdivision
- Amended Mitigation Monitoring and Reporting Program

ENVIRONMENTAL DETERMINATION: Garden's Gate Final Environmental Impact Report (SCH No. 2007052006) was certified by the Board of Supervisors on October 6, 2009. An EIR Addendum was prepared for the Modified Project, including an Amended Mitigation Monitoring & Reporting Program.

LOCATION: 1± miles south of the City of Ukiah, lying on the west side of South State Street (CR# 104A), immediately south of its intersection with Gobalet Lane (Private) addressed at 3000 South State Street; APNs 184-110-28, 184-110-29, 184-120-21 & 184-120-01.

SUPERVISORIAL DISTRICT: 5

STAFF PLANNER: JULIA KROG

The staff report, and documents listed above will be available 10 days before the hearing on the Department of Planning and Building Services website at:

<https://www.mendocinocounty.org/government/planning-building-services/meeting-agendas/planningcommission>.

Your comments regarding the above project are invited. Written comments should be submitted by mail to the Department of Planning and Building Services Commission Staff, at 860 North Bush Street, Ukiah, California. The public may participate digitally in meetings in lieu of personal attendance by sending comments to pbscommissions@mendocinocounty.org, or orally via telecomment by March 8, 2023. All public comment will be made available to the Commissioners, staff, and the general public as they are received and processed by staff, and can be viewed as attachments to this meeting agenda at:

<https://www.mendocinocounty.org/government/planning-building-services/meetingagendas/planning-commission>.

The Planning Commission's action regarding this item shall be a recommendation to the Board of Supervisors and the Board's action shall be final. If you challenge the project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Department of Planning and Building Services or the Planning Commission at, or prior to, the public hearing. All persons are invited to present testimony in this matter

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. Mendocino County complies with ADA requirements and upon request, will attempt to reasonably accommodate individuals with disabilities by making meeting material available in appropriate alternate formats (pursuant to Government Code Section 54953.2). Anyone requiring reasonable accommodation to participate in the meeting should contact the Department of Planning and Building Services by calling 707-234-6650 at least five days prior to the meeting.

Additional information regarding the above noted item may be obtained by calling the Department of Planning and Building Services at 707-234-6650, Monday through Friday, 8:00 a.m. through 5:00 p.m. Should you desire notification of the Planning Commission's action you may do so by requesting notification in writing and providing a self-addressed stamped envelope to the Department of Planning and Building Services.

JULIA KROG, Director of Planning and Building Services

Ukiah Daily Journal

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Legal No. **0006734763**

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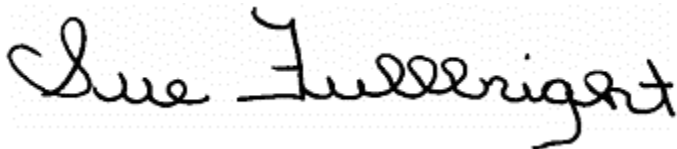
STATE OF CALIFORNIA COUNTY OF MENDOCINO

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Ukiah Daily Journal, a newspaper of general circulation, printed and published daily in the City of Ukiah, County of Mendocino and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Mendocino, State of California, under the date of September 22, 1952, Case Number 9267; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

02/26/2023

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Ukiah, California,
February 27th, 2023



Sue Fullbright, LEGAL CLERK

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JULIA KROG, Director of Planning and Building Services



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MEMORANDUM

DATE: March 9, 2023

TO: Planning Commission

FROM: Julia Krog, Director

SUBJECT: S_2020-0001/DEV_2020-0001/AP_2022-0034 (Bella Vista) Redline of
Inclusionary Housing Agreement

Since publication of the original staff report and associated documents, Staff has worked with the applicant on several clarifications to the Inclusionary Housing Agreement, which is Exhibit D of Attachment 8 to the Planning Commission Resolution.

Please see attached proposed revisions to the Inclusionary Housing Agreement as show in redline.

Attachment:

Redline of Inclusionary Housing Agreement (Planning Commission Resolution, Attachment 8, Exhibit D)

EXHIBIT D
INCLUSIONARY HOUSING AGREEMENT

(Master Developer - Senior Housing and Moderate-Income For Sale Units)

BELLA VISTA SUBDIVISION

This INCLUSIONARY HOUSING AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 2023, by and between the County of Mendocino, a political subdivision of the State of California (the "County"), and Rancho Yokayo, L.P., (the "Developer"), with reference to the following facts:

A. Developer is the owner of certain real property in the County of Mendocino, California described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property").

B. For the purposes of this Agreement, Developer intends to construct a total of 171 residential units known as Bella Vista Subdivision (hereinafter referred to as the "Master Development") on the Property and has applied for an amended vesting tentative subdivision map for the Property (File #S_2020-0001). Included in those 171 residential units are 39 age-restricted senior housing units and 132 non-age-restricted single-family residences. Of the non-age-restricted residences, 10% (13 units) will be sold to qualifying moderate income households.

C. This project includes reductions in development standards pursuant to Government Code section 65915 in exchange for which the Developer agrees to construct, or cause to be constructed, an on-site age-restricted senior housing development (the "Senior Units") consisting of 39 residences to be sold at market rates; and 13 on-site single family for-sale housing units as further described in Sections 3 through 5 below to be sold to moderate income qualifying households as described below.

D. This Agreement is executed in conjunction with the Restated Development Agreement which addresses a total of 39 age-restricted senior housing units (the "Senior Units"), and 132 non-age restricted housing units of which 90% will be market rate housing units (the "Market Rate Units") and 10% will be Affordable Units.

E. This Agreement shall be executed and recorded against the Property prior to the recordation of the final map in the case of subdivision of the Property.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

Section 1. Definitions. In addition to those terms defined in the Recitals to this Agreement, the following terms have the following meanings in this Agreement:

(a) "Adjusted for family size appropriate to the unit," as set forth in Section 50052.5 of the California Health and Safety Code, means a household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and five persons in the case of a four-bedroom unit.

(b) "Affordable Housing Cost" means the monthly Total Housing Cost to be paid by a Qualified Buyer which does not exceed a specified percentage of gross monthly income, adjusted for family size appropriate for the unit. As provided by California Health and Safety Code section 50052.5, for moderate-income households, affordable housing cost shall not be less than 28 percent of the gross income of the household, nor exceed the product of 35 percent times 110 percent of area median income adjusted for family size appropriate for the unit.

(c) "Affordable Purchase Price" means a purchase price for an Affordable Unit that results in an Affordable Housing Cost.

(d) "Affordable Unit" means a housing unit reserved for ownership by Moderate Income Households at an Affordable Housing Cost.

(e) "Affordable Unit Property" means the legal parcel(s) of land on which the Affordable Units will be constructed, together with any Affordable Units and appurtenant improvements constructed on such land.

(f) "Approval" means any planned unit development or planned community development approval, subdivision approval, use permit, building permit or combined development permit for a residential development.

(g) "Buyer's Occupancy and Equity Sharing Agreement" shall mean an agreement, in the form provided by the County or its designee, to be executed by each buyer of an Affordable Unit and recorded against the Affordable Unit at the time of purchase by the buyer. The Buyer's Occupancy and Equity Sharing Agreement shall contain provisions consistent with Government Code Section 65915(c)(2)(C) regarding owner-occupancy of the Affordable Unit, limitations on any rental or leasing of the property, and equity-sharing provisions pertaining to the sale of the Affordable Unit.

(h) "County" shall mean the County of Mendocino or its designee, representative or other agency responsible for the County duties described herein.

(i) "First Approval" means the first Approval to occur with respect to the Master Development.

(j) "Homebuyer/County Deed of Trust" means the deed of trust, in the form provided by the County, executed by each buyer of an Affordable Unit at the time of purchase of the Affordable Unit that secures the buyer's performance under the Buyer's Occupancy and Equity Sharing Agreement and the Homebuyer/County Note.

(k) "Homebuyer/County Note" means the promissory note, in the form provided by the County, executed by each buyer of an Affordable Unit at the time of purchase of the Affordable Unit.

(l) "Median Income" means the median household income for Mendocino County as determined annually by the California Department of Housing and Community Development.

(m) "Moderate-Income Household" means persons and families who are not "lower income households" and whose gross incomes do not exceed 120 percent of the area median

income adjusted for family size for Mendocino County as determined annually by the California Department of Housing and Community Development.

(n) "Qualified Buyer" means a Moderate-Income Household who has been determined by the County or its designee to be qualified to purchase an Affordable Unit.

(o) "Referral List" shall mean the list of Qualified Buyers of the Affordable Units provided by the County or its designee to the Developer pursuant to Section 7 below.

(p) "Total Housing Costs" means the monthly recurring expenses required for the unit pursuant to Section 6920 of Title 25 of the California Code of Regulations, including principal and interest on a mortgage loan (based on an assumed thirty-year term and an assumed 5% down payment) and any loan insurance fees associated therewith, property taxes and assessments, fire and casualty insurance, property maintenance and repairs, a reasonable allowance for utilities, and homeowner association fees. The Total Housing Cost shall be the monthly average of estimated costs for the first (1st) calendar year of a household's occupancy.

Section 2. Satisfaction of Affordable Housing Obligation and Conditions of Approval. The Affordable Housing conditions of the First Approval shall be satisfied with respect to the Property when Developer constructs or causes to be constructed the Affordable Units meeting the requirements of Sections 3 through 5, in compliance with the schedule set forth in Section 6 below and the Affordable Units are sold to Qualified Buyers in compliance with this Agreement. An amendment to this Agreement will be required to receive final subdivision map or other County approval for additional housing units on the Property above the requested total of 158 dwelling units identified by Developer in the First Approval application, to make any changes to the Affordable Units as they are described in Sections 3 through 5 of this Agreement, or to otherwise change the terms of this Agreement.

Section 3. Number of Affordable Units. As a condition to the satisfaction of Developer's affordable housing requirements for the Master Development, Developer shall construct, or cause to be constructed, 13 Affordable Units which shall be affordable to Moderate-Income Households.

Section 4. Location of Affordable Units. The Affordable Units shall be constructed on the Property, with no Affordable Units required to be constructed in Phases 1 and 2, a minimum of three units to be constructed within Phase 3 and within each subsequent Phase until there are a total of thirteen (13) Affordable Units among the non-age restricted units to be constructed within the Master Development. The Phasing Plan is attached hereto as **Exhibit B**. The Affordable Units shall be scattered within the Project and intermingled with the Market Rate Units. The legal parcel(s) of land on which the Affordable Units will be constructed, together with any Affordable Units and appurtenant Improvements constructed on-such land, is referred to herein as the "Affordable Unit Property". Prior to recordation of the first Subsequent Final Map, the Applicant shall submit a conceptual plan for the review and approval of the Director of Planning that identifies the locations of the affordable housing parcels throughout the entire Project Site. The identified parcels for affordable housing may only be modified with the written approval of the Director of Planning, which approval shall not be unreasonably withheld.

Section 5. Appearance, Size and Bedroom Count. The Affordable Units shall be detached single family homes. The Affordable Units are to be constructed within the Project among the Market Rate Units and they shall be of the same general design and exterior

appearance as the Market Rate Units, with three bedrooms and two bathrooms per unit, and shall be subject to the Project Design Guidelines.

Section 6. Schedule for Developing Affordable Units. Developer shall provide the Affordable Units as described in Sections 3, 4 and 5 and as follows:

(a) Upon satisfying all requirements for issuance of building permits, the County will release building permits for each phase as submitted by Developer per Phasing Plan as shown in **Exhibit B** and described in subsections (b) and (c) below.

(b) The final building inspections for the Affordable Units in each phase shall be completed prior to or concurrent with the final building inspections for the Market Rate Units. If the project does not proceed in phases, Developer and Director of Planning and Building Services shall negotiate in good faith to establish a schedule that ensures that issuance of subsequent construction permits is premised upon prior completion of Affordable Units.

(c) For the final phase of construction, prior to issuance of any building permits for any market rate unit in that phase, the Developer will enter into an Agreement to Construct (in a form approved by County Counsel) and shall furnish a completion bond, or other financial security with a construction cost inflation factor, to ensure construction of Affordable Units. The Director of Planning and Building shall approve the financial security.

Section 7. Sale by Developer to Qualified Buyers: County Affordable Homebuyer Referral List. No later than completion of each phase of construction, the Developer shall market the Affordable Units for sale to Qualified Buyers. The County shall compile an Affordable Homebuyer Eligibility Waiting List comprised of Qualified Buyers for the Affordable Units. No later than sixty (60) days preceding the anticipated date of the final building inspection for an Affordable Unit, the Developer shall provide the County with written notice of the availability of the Affordable Unit for sale, including the model name/type (size, square footage and number of bedrooms), location, with specific reference to this Agreement by date and name of the Developer who executed the Agreement and location of the Property described in **Exhibit A** of this Agreement. No later than fifteen (15) business days after receipt of such notice, the County shall provide to Developer a Referral List with the names, addresses, and telephone numbers of at least five (5) Qualified Buyers from the County's Affordable Homebuyer Eligibility Waiting List (or if fewer than five (5) households are on said list, all households on said list). ~~Developer shall conduct all additional screening and selection of applicants.~~ Developer shall contact the Qualified Buyers on the Referral List and offer the Affordable Units to such persons in the order provided in the Referral List. Developer shall market the Affordable Units only to the households referred by the County and shall select a Qualified Buyer for the Affordable Unit from the list of households provided by the County. Developer may contact the County to request a referral of additional Qualified Buyers if necessary. Selected Qualified Buyers shall be responsible for obtaining their own financing for the Affordable Units. Developer shall comply with applicable fair housing laws in the marketing and sale of the Affordable Units. Purchase contracts between Developer and Qualified Buyers shall include requirements that buyers execute documents for the benefit of the County described in Section 9 below.

Section 8. Affordable Purchase Prices. The Affordable Units shall be sold to Eligible Buyers at an Affordable Purchase Price calculated pursuant to the formula specified by the County ~~or its designee~~ which formula shall be based on

the definitions of Affordable Housing Cost and Total Housing Costs in Section 1, herein.

Developer shall notify the Department at least thirty (30) days prior to offering an Affordable Unit for sale to allow the County adequate time to calculate and notify the Developer of the Affordable Purchase Prices currently applicable to such units. Developer acknowledges and agrees that Affordable Purchase Prices are determined based on current income levels in the County, changes to which are published annually by the California Department of Housing and Community Development, the number of bedrooms in the Affordable Unit, and ~~the County's determination of~~ prevailing mortgage interest rates, homeowners' association dues, property taxes and assessments, and insurance costs, all of which are subject to change from time to time. Developer agrees that the Affordable Purchase Prices of the Affordable Units shall be calculated by the County in its reasonable exercise of discretion in interpreting the requirements and shall be binding upon Developer. The Affordable Purchase Price established for each Affordable Unit by the County shall be the absolute maximum price that the Developer may charge for the Affordable Unit or may receive as compensation for the Affordable Unit. The Developer may request a meeting with the Director of Planning & Building Services to discuss the Affordable Purchase Price established for an Affordable Unit. The Developer may not charge or receive any additional amount for an Affordable Unit regardless of whether the additional amount is (a) for options, upgrades or additional improvements to the unit, (b) paid through escrow or outside of escrow, (c) paid prior to, after or as part of the purchase escrow or (d) paid in cash or in kind.

Section 9. Homebuyer Documents and Security Instruments. Prior to the sale of each Affordable Unit, Developer shall ensure that:

(a) The Qualified Buyer and the County execute a Buyer's Occupancy and Equity-Sharing Agreement consistent with Government Code section 65915(c)(2)(C) which shall be recorded against the Affordable Unit Property at close of escrow on the Sale to the Qualified Buyer. The Buyer's Occupancy and Equity-Sharing Agreement shall be recorded junior only to the lien of the deed of trust securing the Qualified Buyer's first mortgage loan, unless otherwise approved in writing by the County. The Buyer's Occupancy and Equity-Sharing Agreement shall apply for a term of thirty (30) years from the date of first transfer and shall include provisions for Equity-Sharing should a transfer occur prior to the 30-year term.

(b) The Qualified Buyer signs a Homebuyer/County Note that obligates the Qualified Buyer to pay the County any excess sales proceeds received by the Qualified Buyer if the Qualified Buyer fails to comply with the Buyer's Occupancy and Equity-Sharing Agreement on resale of the Affordable Unit.

(c) The Qualified Buyer signs a Homebuyer/County Deed of Trust to secure performance of the Buyers covenants under the Buyer's Occupancy and Equity-Sharing Agreement and payment of the amounts due under the Homebuyer/County Note if the Qualified Buyer fails to comply with the terms of the Buyer's Occupancy and Equity-Sharing Agreement. The Homebuyer/County Deed of Trust shall be recorded against the Affordable Unit, subordinate only to the Buyer's Occupancy and Equity-Sharing Agreement

Section 10. County Approval of Documents. The following documents, to be approved in writing by the County Director of Planning and Building Services prior to issuance of building permits for the Affordable Units, shall be used in connection with the development and sale of the Affordable Units.

(a) Form of Purchase and Sale Agreements for sale of the Affordable Units (to be prepared by the Developer).

(b) Form of Resale Restriction, Homebuyer/County promissory note, and Homebuyer/Security Deed of Trust (to be prepared by the County).

Section 11. Compliance Reports, Inspections, Monitoring. Following completion of construction of any of the Affordable Units, the Developer under penalty of perjury, shall submit an annual compliance report to the Department of Planning and Building Services commencing twelve (12) months following the date of issuance of a final certificate of occupancy for the first Affordable Unit to be completed and continuing until all Affordable Units have been sold to Qualified Buyers. Developer shall retain all records related to compliance with obligations under this Agreement for a period not less than five (5) years from the date of sale of all Affordable Units in the Master Development and make them available to County employees or others designated by the County for inspection and copying upon ten (10) business days' written notice. Developer shall permit County employees or others designated by the County to inspect the Property to monitor compliance with this Agreement following five (5) business days' written notice to Developer provided however that such inspection shall only include Affordable Units not yet sold to Qualified Buyers. The County shall be further entitled to monitor compliance with this Agreement and the Developer shall cooperate fully in such monitoring.

Section 12. Release of Property From Agreement. The covenants and conditions herein contained shall apply to and bind, during their respective periods of fee ownerships Developer and its heirs, executors, administrators, successors, transferees, and assignees having or acquiring any right, title or interest in or to any part of the Property and shall run with and burden such portions of the Property until terminated in accordance with this Section 12. Until portions of the Property are released from the burdens of this Agreement pursuant to this Section 12, the owners of fee title to the Property shall expressly make the conditions and covenants contained in this Agreement a part of any deed or other instrument conveying any interest in such property. Upon completion of final building inspections for one hundred percent (100%) of the Affordable Units in each phase of development, the Property within that phase of development, except for the Affordable Unit Property, shall be released from the burdens of this Agreement by the Director of Planning and Building Services. As Affordable Units are sold to Qualified Buyers in compliance with this Agreement, and Buyers Occupancy and Equity Sharing Agreement and Homebuyer/County Deeds of Trust are recorded against the Affordable Units, the portions of the Affordable Unit Property sold to Qualified Buyers shall be released from the burdens of this Agreement.

Section 13. Default and Remedies.

(a) Breach by the County. Failure of the County to cure any County default under the terms of this Agreement within sixty (60) days after the delivery of a notice of default from the Developer will constitute a default under this Agreement. The Developer's sole remedy against the County in the event of an uncured default is an action for specific performance.

(b) Breach by the Developer. Failure of the Developer to cure any default in the Developer's obligations under the terms of this Agreement within sixty (60) days after the delivery of a notice of default from the County will constitute a default under this Agreement and a failure to satisfy the conditions of Approval with respect to the Property and, in addition to remedies for breach of this Agreement, the County may exercise any and all remedies available to it under the Subdivision Map Act, Mendocino County Code or otherwise, with respect to the Developer's failure to satisfy the conditions of approval including but not limited to:

(i) withholding, conditioning, suspending or revoking any permit, license, subdivision approval or map, or other entitlement for the Master Development, including without limitation final inspections for occupancy and/or certificates of occupancy;

(ii) instituting against the Developer, or other parties, a civil action for declaratory relief, Injunction or any other equitable relief, or relief at law, including without limitation an action to rescind a transaction and/or to require repayment of any funds received in connection with such a violation;

(iii) where one or more persons have received financial benefit as a result of violation of this Agreement, the County may assess, and institute legal action to recover as necessary, a penalty in any amount up to and including the amount of financial benefit received, in addition to recovery of the benefit received;

(iv) any other means authorized under the Mendocino County Code.

Section 14. County Remedies Cumulative. No right, power, or remedy given to the County by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such document, or by any statute or otherwise against Developer and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 15. Attorneys' Fees and Costs. Should any legal action be brought by either party for breach of this Agreement or to enforce any provisions herein, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

Section 16. Appointment of Other Agencies. At its sole discretion, the County may designate, appoint or contract with any other public agency, for-profit or non-profit organization to perform some or all of the County's obligations under this Agreement.

Section 17. Hold Harmless. Developer will indemnify, defend and hold harmless (without limit as to amount) County and its elected officials, officers, employees and agents in their official capacity (hereinafter collectively referred to as "Indemnitees"), and any of them, from and against all loss, all risk of loss and all damage (including expense) sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgments and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of or relating in any manner to the Master Development, the Affordable Units, or Developer's performance or non-performance under this Agreement, including the performance or non-performance of any of Developer's officers, employees, agents and subcontractors.

~~**Section 18. Insurance Requirements.** Until the sale of Affordable Units to Qualified Buyers in compliance with this Agreement, Developer and its successors and assigns acquiring title to the Affordable Unit Property shall obtain, at their expense, comprehensive general liability insurance for development of the Affordable Units, naming Indemnitees as additional named~~

~~insureds with aggregate limits of not less than Five Million Dollars (\$5,000,000), for bodily injury and death and property damage, including coverages for contractual liability and products and completed operations, purchased by Developer or its successors or assigns from an insurance company duly licensed to engage in the business of issuing such insurance in the State, with a current Best's Key Rating of not less than A-V, such insurance to be evidenced by an endorsement which so provides and delivered to the Department prior to the issuance of any building permit for the Inclusionary Units.~~

Section 4918. Notices. All notices required pursuant to this Agreement shall be in writing and may be given by personal delivery or by registered or certified mail, return receipt requested, to the party to receive such notice at the addressed set forth below:

TO THE COUNTY:

County of Mendocino
Dept of Planning and Building Services
860 N. Bush Street
Ukiah, California 95432
Attn: Director

With a copy to;

County of Mendocino
Office of County Counsel
County Administrative Office
501 Low Gap Road, Room 1030
Ukiah, California 95432
Attn: County Counsel

TO THE DEVELOPER:

Guillon, Inc. Construction
2550 Lakewest Drive, No. 50
Chico, CA 95928
Attn: Doug Guillon

Any party may change the address to which notices are to be sent by notifying the other parties of the new address, in the manner set forth above.

Section 2019. Integrated Agreement. This Agreement constitutes the entire Agreement between the parties and no modification hereof shall be binding unless reduced to writing and signed by the parties hereto.

Section 2420. Duration and Amendment of Agreement; Assignment. This Agreement shall remain in effect for so long as the Property is subject to inclusionary housing obligations pursuant to a vesting tentative map. This Agreement, and any section, subsection, or covenant contained herein, may be amended only upon the written consent of the Director of the Department of Planning and Building Services, who shall have authority to approve or disapprove minor or technical amendments on behalf of the County. If the amendment makes a substantive or material change to this Agreement, it shall be effective only following approval of

the governmental authority that gave the First Approval for the Master Development. In the event that the Restated Development Agreement for the Master Development is assigned pursuant to its terms, this Agreement shall also be assigned to the same assignee pursuant to an agreement, the form of which shall be approved by the County Counsel.

Section 2221. No Claims. Nothing contained in this Agreement shall create or justify any claim against the County by any person that Developer may have employed or with whom Developer may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the Property or the construction of the Master Development.

Section 2322. Applicable Law. This Agreement shall be governed by California law.

Section 2423. Waivers. Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Developer or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Developer to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Developer shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 2524. Title of Parts. and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 2625. Multiple Originals: Counterpart. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 2726. Recording of Agreement. The Developer shall cause this Agreement, or a memorandum thereof, to be recorded against the Property, in the Official Records of the County of Mendocino, concurrently with the recordation of the Restated Development Agreement.

Section 2827. Severability. In the event any limitation, condition, restriction, covenant, or provision contained in this Agreement is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall nevertheless, be and remain in full force and effect.

Section 2928. Implementation Memorandum. When necessary and convenient for the purpose of implementing this Agreement, the Developer and the County, through the Director of Planning and Building, may enter into one or more Implementation Memorandums ("IM"). The purpose of the IM is to guide the Developer's compliance for matters not expressly provided for in this Agreement. Any IM must be consistent with this Agreement and shall be subject to review and approval by the County Counsel.

Section 3029. Exhibits. The following exhibits are attached to this Agreement:

- Exhibit A Legal Description of the Property
- Exhibit B Phasing Plan

DRAFT

IN WITNESS WHEREOF, the County of Mendocino, a political subdivision of the State of California, has authorized the execution of this Affordable Housing Agreement in duplicate by its Chair of the Board of Supervisors and attested to by its County Clerk of the Board under the authority of Ordinance No. _____, adopted by the Board of Supervisors of the County on _____, 2023, and Landowner has executed this Affordable Housing Agreement.

"COUNTY"

"DEVELOPER"

COUNTY OF MENDOCINO,
a political subdivision of the State of California

RANCHO YOKAYO LP,
a California limited partnership

Chair of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By _____
County Counsel

DRAFT



**PLANNING COMMISSION STAFF REPORT
SUBDIVISION MODIFICATION &
DEVELOPMENT AGREEMENT AMENDMENT
ADMINISTRATIVE PERMIT**

**MARCH 9, 2023
S_2020-0001 &
DEV_2020-0001
AP_2022-0034**

OWNER: RANCHO YOKAYO L.P.

APPLICANT/AGENT: GUILLON INC.
2550 Lakewest Drive, #50
Chico, CA 95928

REQUEST: Modifications to previously approved Garden's Gate Subdivision Vesting Tentative Map (S_3-2005) and its associated Development Agreement. The Subdivision Modification (S_2020-0001) consists of an Amended Vesting Tentative Map to subdivide 48.8± acres into 171 single-family residential parcels with parks, streets and utilities. The renamed "Bella Vista Subdivision" would include a 39-unit age-restricted Senior Neighborhood and a 132-unit Traditional Neighborhood. In accordance with a modified Inclusionary Housing Plan, 10% of the residences in the Traditional Neighborhood would be restricted for sale to qualifying moderate-income households. The Subdivision Modifications include a Phasing Plan, Design Guidelines and a Preliminary Landscape Site Plan. In accordance with State Density Bonus Law, exceptions to the Division of Land Regulations and County Zoning Ordinance are requested for minimum lot sizes, setbacks, double frontage lots, private road easements, and fence standards. An Administrative Permit (AP_2022-0034) is requested to authorize single-family residential uses within the portions of the site that are in the Multiple Family Residential ("R-3") District. The Restated Development Agreement (DEV_2020-0001) would amend the Garden's Gate Development Agreement to reflect the Subdivision Modification, to establish a new 10-year term for the Restated Development Agreement, and to modify the Inclusionary Housing Agreement. The Planning Commission will provide a recommendation to the Board of Supervisors regarding approval of the following items:

- Restated Development Agreement
- Amended Vesting Tentative Map
- Modified Phasing Plan

- Modified Design Guidelines
- Preliminary Landscape Site Plan & Planting Plan
- Density Bonus and Reductions in Development Standards per State Density Bonus Law
- Administrative Permit
- Inclusionary Housing Plan
- Inclusionary Housing Agreement
- Addendum to the Environmental Impact Report for the Garden's Gate Subdivision
- Amended Mitigation Monitoring and Reporting Program

LOCATION:	1± miles south of the City of Ukiah, lying on the west side of South State Street (CR# 104A), immediately south of its intersection with Gobalet Lane (Private) addressed at 3000 South State Street; APNs 184-110-28, 184-110-29, 184-120-21 & 184-120-01.
TOTAL ACREAGE:	48.8± acres
GENERAL PLAN:	Suburban Residential (SR) and Rural Residential (RR5)
ZONING:	Multiple-Family Residential (R3:12K), Suburban Residential (SR), and Rural Residential (RR:5) with Airport Zone combining district
SUPERVISORIAL DISTRICT:	5 (Williams)
ENVIRONMENTAL DETERMINATION:	Garden's Gate Subdivision Final Environmental Impact Report (EIR) was certified by the Board of Supervisors on October 6, 2009 (SCH No. 2007052006). An EIR Addendum has been prepared to address the proposed Modified Project, including an Amended Mitigation Monitoring & Reporting Program.
RECOMMENDATION:	Adopt a Resolution Recommending that the Board of Supervisors Adopt an Addendum to the Garden's Gate Final EIR, Approve an Amended Mitigation Monitoring & Reporting Program, Approve an Amended Vesting Tentative Map with Conditions, Approve Density Bonus and Reductions in Development Standards per State Density Bonus Law, Approve Modified Design

Guidelines and Preliminary Landscape Site Plan & Planting Plan, Approve an Administrative Permit, Approve Inclusionary Housing Plan, and Adopt a Restated Development Agreement for the Bella Vista Subdivision, including a Modified Phasing Plan and an Inclusionary Housing Agreement

STAFF PLANNER:

JULIA KROG, Planning & Building Services; assisted by LINDA RUFFING, North Coast Community Planning

BACKGROUND

RELATED PROJECT APPROVALS:

- Major Subdivision #S 3-2005 is the Garden's Gate Project which is the subject of this request for modifications. Project approvals include a 197-lot Vesting Tentative Subdivision Map, Development Agreement, Phasing Plan, Affordable Housing Agreement, certification of a Final Environmental Impact Report (FEIR) and adoption of a Mitigation Monitoring & Reporting Program. The Development Agreement, as approved by the Board of Supervisors in October 2009 and amended in 2010, vests the project entitlements for the Garden's Gate Project for a period of 15 years (i.e., through August 27, 2025).
- Boundary Line Adjustment #B 36-2006, approved on July 14, 2006, reconfigured parcel boundaries including several parcels subject to this modification and established, in its present configuration, a 4.48-acre parcel along the State Street frontage of the project site as shown on the base map for the Garden's Gate Project.
- Rezone #R 2-2007 was a County-initiated rezone of multiple sites approved by the Board of Supervisors on December 11, 2007, that includes a portion of the project site that was rezoned from SR (Suburban Residential) to R-3 (Multi-Family Residential). The Board of Supervisors corrected a mapping error related to this rezoning through the adoption of Ordinance No. 4504 and Resolution No. 22-085 on April 5, 2022. The action corrected the map to show the R-3 zoning applied only to APN 184-110-28.
- Boundary Line Adjustment #22-2008, approved on June 13, 2008, expired without being recorded.
- Tract 261 (also known as Gardens Gate Subdivision Unit One) - A Final Map for four lots (totaling 1.68 acres) on the north side of Cleland Mountain Creek and a remainder parcel on the south side of the creek and a subdivision improvement agreement were approved on October 20, 2020 and deemed consistent with #S_3-2005 (Resolution No. 20-149 and Agreement No. 20-144).
- ALUC Consistency Determination. On December 16, 2021, the Airport Land Use Commission reviewed #S_2020-0001 and #DEV_2020-0001 for the Modified Project and

determined that they are consistent with the Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP) subject to a condition requiring dedication of an Avigation Easement for the portions of the project site within Compatibility Zones 2 and 3.

PROJECT DESCRIPTION:

The project site is located on the west side of South State Street, immediately south of the Gobalet Lane intersection (Attachment 1, Site Location Map). In 2009, the Mendocino County Board of Supervisors certified the Garden's Gate Subdivision Final Environmental Impact Report (EIR) and approved a 197-lot Vesting Tentative Subdivision Map for the Garden's Gate Subdivision. The approved Vesting Tentative Subdivision Map for the Garden's Gate Subdivision is shown in Attachment 2. The Draft and Final Environmental Impact Reports for the Garden's Gate Subdivision are presented in Attachment 3. In conjunction with the initial approvals for the Garden's Gate project, the Board approved a Development Agreement which included a Phasing Plan and an Inclusionary Housing Agreement. The Development Agreement was subsequently amended. The First Amended Development Agreement (hereafter referred to as the "Development Agreement") is presented, with its attachments in Attachment 4. The Development Agreement vests all of the approvals for the Garden's Gate Project through August 27, 2025.

Subsequent to the approval of entitlements for the Garden's Gate Project, the project site was acquired by Rancho Yokayo, L.P., and the Development Agreement was assumed by the new owner. Rancho Yokayo, L.P. and the project Applicant (Guillon Inc.) have filed applications with the County requesting a subdivision modification to change the layout of the subdivision, to reduce the number of lots and modify the phasing plan, to amend the Development Agreement and the Affordable Housing Plan and to modify the incentives and concessions that were granted under State Density Bonus Laws. The current project is renamed the "Bella Vista Subdivision" and is referred to as the "Modified Project" in this report.

The Applicant's Project Description for the Modified Project (Attachment 5) provides a narrative description of the project and the Applicant's objectives. It also identifies a number of measures and "good neighbor practices" that are included in the project. The Project Description establishes that the single-family homes in the Traditional Neighborhood will range in size from approximately 1,200 square feet (SF) to 2,200 SF. They will be three-bedroom, two-bath homes with two-car garages. The homes in the Traditional Neighborhood will be one- and two-stories and will not exceed 28 feet in height.

The residences in the Senior Neighborhood will range in size from approximately 900 SF to 1,400 SF and include a mix of two-bedroom and three-bedroom units, with 1.5 to two baths. Each home will have dedicated off-street parking and/or a garage. The homes will be single story with a maximum building height of 22 feet and are designed for accessibility, with zero thresholds, wider hallways, and accessible bathrooms.

Attachment 6 presents the Applicant's request for reductions in development standards under the State Density Bonus Law (SDBL). Similar to the Garden's Gate Project, the Applicant is requesting reductions in development standards to reduce minimum lot sizes, reduce setbacks, allow for double-frontage lots, and modify standards for fences. In addition, the Applicant requests approval of two private street segments that will utilize private easements. One is the loop street in the Senior Neighborhood and the other is the westerly extension of the main entry street (Charlie Barra Drive) that is shown as "Country Lane" on the Amended Vesting Tentative Map.

Staff notes that, while the Applicant did not request a density bonus, the Senior Neighborhood would require a density bonus in order to achieve the requested number of units because, under the State Density Bonus Law, age-restricted housing is not eligible for concessions and incentives (i.e., requested reductions in development standards), but it is eligible for a density bonus. By applying a density bonus to the Senior Neighborhood, the requested reductions in development standards can be achieved.

Key components of the documentation for the Modified Project are attached to the recommended Planning Commission Resolution as follows:

- PC Reso Attachment 1: Recommended Conditions of Approval
- PC Reso Attachment 2: Amended Vesting Tentative Subdivision Map
- PC Reso Attachment 3: Bella Vista Design Guidelines Manual
- PC Reso Attachment 4: Bella Vista Preliminary Landscape Site Plan & Planting Plan
- PC Reso Attachment 5: Bella Vista Affordable Housing Plan
- PC Reso Attachment 6: Addendum to the Garden's Gate EIR
- PC Reso Attachment 7: Amended Mitigation Monitoring & Reporting Program
- PC Reso Attachment 8: Restated Development Agreement

PC Reso Attachment 2 shows the Amended Vesting Tentative Map for the Modified Project (dated August 31, 2022). The existing parcel layout is shown on Sheet 2/10. As shown, Lot 4 of Tract 261 is removed from the Tentative Map because a Final Map has been recorded for that area per the approved Tentative Map for the Garden's Gate Subdivision.

The revised lot layout and Phasing Plan is shown on Sheet 3/10. As shown, seven phases are defined progressing from east to west, with Phase 1 located adjacent to South State Street on the eastern portion of the site and Phases 6 and 7 located along the western boundary.

Sheet 4/10 highlights the 39 lots in a "Senior Unit One" and "Senior Unit Two" which are hereafter referred to as the "Senior Neighborhood." The remaining 132 non-age restricted lots are hereafter referred to as the "Traditional Neighborhood." Sheet 4/10 shows the proposed parcels in the Traditional Neighborhood with dashed lines indicating the building envelopes

within which the houses will be constructed and the proposed setbacks on each parcel. A table on Sheet 4/10 shows the gross and net area for each lot. Sheet 4/10 identifies the locations and dimensions of existing and proposed storm drain and public water easements. Sheet 4/10 identifies six lettered parcels as follows:

- Parcel A - 68,219 SF - immediately north of project entry - no development proposed
- Parcel B - 86,549 SF - immediately south of project entry - Neighborhood Park
- Parcel C - 11,430 SF - southeast corner of project site - no development proposed other than drainage improvements
- Parcel D - 10,648 SF - midblock parcel - Linear Park
- Parcel E - 6,615 SF - midblock parcel - Linear Park
- Parcel F - 7,810 SF - midblock parcel - Linear Park
- Parcel G - 9,763 SF - within Senior Neighborhood - Cottage Park

Parcel A would be retained by the Applicant and Parcels B - G would be owned and maintained by a Homeowners Association ("HOA").

As shown on Sheet 5/10, the parcels in the Senior Neighborhood each have a "net parcel" upon which the residences will be constructed with the remainder of each parcel comprised of restricted use easements, private access easements, and public utility easements. The restricted use easement areas would include landscaping that will be maintained by the HOA. Cottage Park (on Common Parcel G) and the private roads in the Senior Neighborhood will be maintained by the HOA. The Senior Neighborhood will have sidewalks on one side of the private road (the outer side) and automatic gates on the two private street entries.

Sheets 6/10 and 7/10 show grading and drainage plans for the subdivision. As illustrated, stormwater from the northernmost tier of parcels will either drain into a new storm drain to be located in an easement along the north property boundary or will drain directly into the Cleland Mountain Creek drainage. Drainage from the remaining parcels in the Modified Project will be collected in storm drains in the roadways and the Linear Park. As shown on Sheet 7/10, the Neighborhood Park on Parcel B serves a dual function as a privately maintained park that will be open to the public and as a stormwater detention basin. Stormwater from the remainder of the development will be directed into the detention basin prior to discharging into the existing storm drain system in South State Street.

Sheets 8/10 and 9/10 show the location of sanitary sewer and water utilities in the streets. In addition, a joint trench will be established for electric, cable and phone. The project will not include natural gas service as the residences will be all-electric.

PC Reso Attachment 3 presents the proposed Design Guidelines Manual for the Modified Project. The Design Guidelines Manual establishes a common set of design features for

residences, including architectural elements, exterior materials and finishes, color palettes, and standards for lighting, landscaping and fencing. The Design Guidelines Manual indicates that the master building plans for the homes will be modeled after the Craftsman style with front patios or porches, stonework, and low sloped roofs with wide eaves. Houses will be one- and two stories in height in the Traditional Neighborhood and will range in size from approximately 1,200 to 2,200 square feet. Housing in the Senior Neighborhood will be single-story in height and will range in size from 900 to 1,400 square feet.

A natural, earth-toned color palette is proposed with accent colors for doors and trim. Roofs will be clad with dimensional asphalt shingles and homes will be sided with HardiPlank (fiber-cement siding), stucco, and stone. Stone finishes will be utilized in specific areas (typically on columns and the garages). Exterior lighting will be shielded or recessed and "dark sky" compliant. Residential landscaping will be drought-tolerant with water efficient landscaping fixtures. Fencing will be comprised of 6-foot tall cedar "good neighbor" fences and will be erected along the side and rear property lines, including street-side frontages on corner lots.

The Design Guidelines Manual establishes a 5-foot setback from the back of the sidewalk for the fencing in locations adjacent to street frontages in order to establish a landscaping strip and create a more appealing pedestrian environment. The Design Guidelines Manual provides descriptions of the design features for the three parks in the Modified Project (Neighborhood Park, Cottage Park and Linear Park).

PC Reso Attachment 4 presents the Preliminary Landscape Site Plan and the Preliminary Landscape Planting Plan for the streets and the three parks. Sheet L-0.2 of the Preliminary Landscape Site Plan shows the overall planting plan for the streets and parks, with details provided on Sheets L-0.3 and L-0.4. As shown, the street frontages will be planted with Red Maple, Chinese Pistache, and American Hackberry and Chinese Hackberry. The first two blocks of the entry street have a landscaped median that will be planted with Golden Ginkgo and Redbud. These species, along with other ornamental trees and shrubs, will be planted in the parks. The Linear Park will have native groundcover and a mix of native grasses and shrubs with a meandering walkway that is specified as 6-7 feet in width and surfaced with either concrete or crushed rock. Sheet L-0.3 shows the proposed landscaping and walkways in the Cottage Park as well as an example of the "Senior Lot Landscaping" for lots in the Senior Neighborhood that would be maintained by the HOA. Sheet L-0.4 provides details for the Neighborhood Park, including conceptual plans for the location of walkways, seating areas, a tot lot, and entry monument signage. The color-enhanced version of Sheet L-0.2 in the Preliminary Landscape Planting Plan helps to distinguish between the various tree species that are specified in the Preliminary Landscape Site Plan.

PC Reso Attachment 5 presents the Applicant's proposed Inclusionary Housing Plan for the Modified Project. The Inclusionary Housing Plan establishes that the Modified Project will provide 39 residential lots that are designated as accessible "senior citizen housing" in the Senior Neighborhood and that 10 percent (10%) of the balance of the lots in the Traditional

Neighborhood will be restricted to for-sale units for qualifying moderate-income households. As proposed on the Amended Vesting Tentative Map (August 31, 2022), there are 132 lots in the Traditional Neighborhood which would yield a total of 13 inclusionary units for moderate-income households. The Applicant proposes to construct the affordable units in Phases 3, 4, 5, and 6 of the development, as the first two phases will include the entire Senior Neighborhood. The affordable units would be three-bedroom, two-bath units with two-car garages, similar to the market rate units in the Traditional Neighborhood. A minimum of three affordable units would be constructed in each of Phases 3, 4, and 5 with the balance of the affordable units to be constructed in Phase 6.

PC Reso Attachment 6 presents an Addendum to the Garden's Gate Environmental Impact Report ("EIR Addendum") that concludes that there is no substantial evidence that the Modified Project would have a significant effect on the environment beyond that which was evaluated in the certified EIR. The EIR Addendum evaluates the Modified Project in the context of each of the topical areas addressed in the Final EIR. Ten technical reports that were prepared to assist with the environmental determination are included as appendices to the EIR Addendum.

PC Reso Attachment 7 presents an Amended Mitigation Monitoring & Reporting Program ("Amended MMRP") that identifies all of the mitigation measures that apply to the Modified Project including revisions and additions to mitigation measures. Explanations of the changes to mitigation measures are presented in the EIR Addendum.

Attachment 7 presents a redline version of the Garden's Gate First Amended Development Agreement (BOS Agreement No. 10-042A, Document No. 2010-10920 in Mendocino County Records). This amended agreement is hereinafter referred to as the "Restated Development Agreement" or "Restated DA." The redline shows recommended amendments that have been negotiated with and agreed upon by the Applicant to address the Modified Project. A version of the Restated DA with all of the redline changes accepted is attached to the recommended Planning Commission Resolution as PC Reso Attachment 8. A detailed explanation of proposed modifications in the Restated DA is provided in this report. The Planning Commission's primary responsibility in reviewing the Restated DA is to ensure that it is consistent with the Mendocino County General Plan and to provide a written recommendation to the Board of Supervisors.

The requested modifications to the Project Approvals are summarized below in Table 1 "Summary of Project Approvals and Requested Modifications."

Table 1 - Summary of Project Approvals and Requested Modifications

	Project Approvals (Garden's Gate)	Requested Modifications (Bella Vista)
Acreage	46.1 acres, includes: <ul style="list-style-type: none"> ▪ 4.48 acres along South State Street is not included in the project ▪ 13.1-acre remainder parcel 	48.8 acres, includes: <ul style="list-style-type: none"> ▪ 1.68 acres (Lot 4 of Tract 261) is removed from the map. ▪ Area along South State Street is included in the Modified Project, with the exception of 1.59-acre (68,219 SF) "Parcel A" at northeast corner ▪ 12.19-acre remainder parcel
Number of residential lots	197 lots <ul style="list-style-type: none"> ▪ 123 single family lots ▪ 74 townhome lots 	171 lots <ul style="list-style-type: none"> ▪ 132 single family lots ▪ 39 senior lots
Average Lot Size	<ul style="list-style-type: none"> ▪ Single-family: 3,774 SF ▪ Townhomes: 2,125 SF 	<ul style="list-style-type: none"> ▪ Single-family: 6,219 SF ▪ Age-restricted: 4,907 SF
Circulation	Two access points to South State Street: <ul style="list-style-type: none"> ▪ Roundabout at main entry ▪ Connection via Gobalet Lane (200' north of proposed Roundabout) 	Two access points to South State Street: <ul style="list-style-type: none"> ▪ Roundabout at main entry ▪ New south entry street (600' south of roundabout)
Parks	Total Park area: 2.31 acres <ul style="list-style-type: none"> ▪ Park A: 0.9 acres ▪ Park B: 1.4 acres 	Total Park area: 2.81 acres <ul style="list-style-type: none"> ▪ Neighborhood Park: 1.99 acres ▪ Linear Park: 0.58 acres (930 linear feet of multi-use trail) ▪ Cottage Park: 0.24 acre
Phasing Plan	7 phases	7 phases
Housing types	2,500 SF two-story units- 26 lots 760-1,370 SF one-story units (cottage) - 15 lots 1,400-1,900 SF two-story units (garden court) - 72 lots	1,200-2,200 SF one- and two-story units - 132 lots (Traditional Neighborhood) 900-1,400 SF one-story units (cottage) - 39 lots (Senior Neighborhood)

	Project Approvals (Garden's Gate)	Requested Modifications (Bella Vista)
	944-1,300 SF units (duplex/fourplex) - 74 lots	
Inclusionary Housing	36 for-sale units targeted to moderate-income homebuyers	39 senior units (age-restricted) 10% of units in Traditional Neighborhood (13 units) targeted to moderate-income homebuyers
State Density Bonus Law	Reduced minimum lot sizes Reduced setbacks Double frontage lots	Same requested concessions and waivers of development standards, plus: Two private road easements Modification to fence height standards Density bonus for Senior Neighborhood

SITE CHARACTERISTICS:

The project site is located at 3000 South State Street, in the unincorporated area of Mendocino County, California, approximately one mile south of the Ukiah city limits (Attachment 1). The site is currently undeveloped. The eastern portion of the site along the South State Street frontage is primarily grassland that was previously used for agricultural purposes. West of this and extending to the base of the western hills is a fallow area that, until recently, was used as a vineyard. The vineyard was removed in 2021.

The Mendocino County General Plan assigns two land use classifications to the project site. The easternmost two-thirds of the property is classified Suburban Residential (SR) and the western third is classified Rural Residential (RR) (PC Reso Attachment 6, Exhibit 3). The Mendocino County Inland Zoning Code assigns three zoning classifications to the property. A swath adjacent to South State Street is zoned Multiple-Family Residential (R-3), the central portion is zoned Suburban Residential (SR) and the westernmost portion is zoned Rural Residential (RR-5) (PC Reso Attachment 6, Exhibit 3). The easterly portion of the project site is located within the Airport Zone combining district (PC Reso Attachment 6, Exhibit 4). As shown, portions of the project site are located within the following Compatibility Zones as identified in the Ukiah Municipal Airport Land Use Compatibility Plan: Zone 2: Inner Approach Zone; Zone 3: Inner Turning Zone; Zone 6: Traffic Pattern Zone.

PUBLIC SERVICES:

Fire: Ukiah Valley Fire Protection District
 Police: Mendocino County Sheriff's Office

Water: Willow County Water District
 Sewer: Ukiah Valley Sanitation District
 Schools: Ukiah Unified School District

SURROUNDING LAND USES AND ZONING:

The site is bounded by South State Street (CR# 104A) and commercial and industrial uses to the east; Gobalet Lane (private road) and residential uses to the north; undeveloped lands and rural residential uses to the west; and agricultural, residential and institutional uses to the south. The Ukiah Municipal Airport is located to the northeast of the project site. Zoning designations and surrounding land uses are shown on the following table:

	GENERAL PLAN & ZONING	LOT SIZES	USES
NORTH	Suburban Residential (SR) Single-Family Residential (R-1)	> 0.5± Acre	Residential
EAST	General Commercial (C-2) Limited Industrial (I-1)	>1.0± Acre	Commercial, Industrial
SOUTH	Suburban Residential (SR)	>5.0± Acre	Agricultural, Residential, Institutional
WEST	Rural Residential (RR-5)	>2.0± Acre	Undeveloped; Residential

AGENCY COMMENTS:

On November 24, 2020, project referrals were sent to the following responsible or trustee agencies with jurisdiction over the Modified Project. Agency comments are included in Attachment 8. Substantive comments are discussed in full in the "Key Issues" section of this staff report and/or in the EIR Addendum (PC Reso Attachment 6).

REFERRAL AGENCIES	COMMENT
Agricultural Commissioner	No Comment
Air Quality Management District	No Response
Airport Land Use Commission	Finding of Consistency with UKIALUCP (12-16-21)
Assessor's Office	No Comment
Building Division-Ukiah	Comment

County Addresser	Comment
Department of Transportation (DOT)	Comment
Environmental Health (EH)	Comment
LAFCO	Comment
Ukiah City Planning Department	No Response
Ukiah Valley Fire District	No Response
Ukiah Valley Sanitation District	Will Serve Letter (03-11-21)
Ukiah Unified School District	No Response
Willow County Water District	Will Serve Letter (9-14-21)
Mendocino Transit Authority (MTA)	No Response
Russian River Flood Control	No Response
County Water Agency	No Response
Office of Emergency Services	No Comment
CalFIRE (Land Use)	Comment
California Dept of Fish & Wildlife	Comment
California Highway Patrol	No Comment
California State Clearinghouse	No Response
CalTrans	Comment
North Coast Regional Water Quality Control Board	No Response
US Department of Fish and Wildlife	No Response
US Army Corps of Engineers	No Response
Cloverdale Rancheria	No Response
Redwood Valley Rancheria	No Response
Sherwood Valley Band of Pomo Indians	No Response

KEY ISSUES

The following report analyzes the proposed Modified Project using the approved Garden's Gate project as the "baseline" rather than evaluating the Modified Project against a "no project" or "existing conditions" baseline. The Garden's Gate project is the appropriate baseline as it has received all necessary entitlements and the Applicant has a vested right to develop the Garden's

Gate Project in accordance with the original Project Approvals. This report is organized in four parts as follows:

1. Environmental Determination (EIR Addendum)
2. Inclusionary Housing Plan & Reduction in Development Standards/Density Bonus per State Density Bonus Law
3. Amended Vesting Tentative Map
4. Restated Development Agreement

1. ENVIRONMENTAL DETERMINATION (EIR ADDENDUM)

On October 6, 2009, the Mendocino County Board of Supervisors adopted Resolution No. 09-230 certifying the final Environmental Impact Report for the Garden's Gate Subdivision ("FEIR"), making findings regarding project impacts, and adopting a Statement of Overriding Considerations. The resolution identifies the following significant, unavoidable adverse impacts:

- (a) Constructing the project will emit at least the equivalent of 7,388 tons of carbon dioxide into the atmosphere. Therefore, the project will be an increment of a significant and unavoidable cumulative impact on Global Climate Change. (Impact 3.6-B)
- (b) Future residential use of the project will emit the equivalent of approximately 2,589 tons of carbon dioxide per year. The emissions can be reduced by recommended mitigation measures, but the emissions will remain above the zero net increase significance threshold. Therefore, the project will be an increment of a significant and unavoidable cumulative impact on Global Climate Change. (Impact 3.6-F)
- (c) The project will convert 31 acres of Prime Farmland and 2 acres of Unique Farmland to non-agricultural use. (Impact 3.10-A).

The Statement of Overriding Considerations found that the benefits of the project outweigh the significant, unavoidable adverse impacts due to the following considerations:

- (a) The benefits of the project in providing housing outweigh the impacts associated with the emission of greenhouse gases during project construction and during future residential use of the project site, since there is no way that any new development could feasibly occur in the County or the State if it was required to have no new emissions.
- (b) The benefits of the project in providing housing outweigh the impacts associated with the loss of Prime Farmland and Unique Farmland to non-agricultural use since the project site has been designated and zoned for residential use since 1981 and there is little developable land available for the development of new housing to meet demand that does not involve loss of agricultural land in the Ukiah Valley.

In the case of an application requiring discretionary approval on a project for which an EIR has been certified (as is the case for the requested modifications to the Garden's Gate Project

entitlements), the California Environmental Quality Act (CEQA) requires the lead agency to determine whether a supplemental or subsequent EIR is required. This requirement is codified in Public Resources Code Section 21166 and CEQA Guidelines Section 15162. Section 15162 provides guidance by requiring an examination of whether, since the certification of the EIR and approval of the project, changes in the project or environmental conditions have been made to such an extent that the proposal may result in substantial changes in physical conditions that are considered significant under CEQA. If so, a subsequent EIR or supplement to the EIR would be required.

Based on the passage of time since the FEIR was certified, the County of Mendocino required the Applicant to provide the following updated environmental analyses to assist with the determination as to whether the Modified Project would result in significant effects not discussed in the FEIR or that are more severe than those shown in the FEIR:

- Biological Resource Assessment (including wetlands delineation and tree inventory)
- Water Supply Verification
- Stormwater Control Plan
- Traffic Analysis
- Air Quality and Greenhouse Gas Assessment

Pursuant to PRC Section 21166, and CEQA Guidelines Section 15162, the County of Mendocino Department of Planning & Building Services reviewed the proposed modifications to the project and determined that there is no substantial evidence that the Modified Project would have a significant effect on the environment beyond that which was evaluated in the FEIR. Therefore, a supplemental or subsequent EIR is not required.

Per CEQA Guidelines Section 15164, an Addendum to the FEIR ("EIR Addendum") was prepared that explains the decision not to prepare a subsequent EIR in the context of the requirements of Section 15162 (PC Reso Attachment 6). The EIR Addendum analyzes the Modified Project in the context of the environmental analysis in the FEIR and, where necessary, identifies minor technical changes and additions that are necessary to address the Modified Project, including minor revisions to mitigation measures and new mitigation measures based on recommendations in the updated resource studies and consultations with regulatory agencies. The Applicant has agreed to incorporate the revised and new mitigations into the Modified Project.

Section 5 of the EIR Addendum explains the approach to the CEQA analysis presented in the EIR Addendum and summarizes its conclusions based on each of the standards identified in CEQA Guidelines Section 15162. The conclusions are as follows:

- The proposed modifications to the approved Vesting Tentative Map would not result in substantial changes from what has been previously analyzed and would not involve new significant impacts not identified in the FEIR or result in a substantial increase in the severity of previously identified significant impacts. The proposal, therefore, does not constitute a substantial change in the project.

- No substantial changes have occurred on the site or in the site vicinity. Surrounding land uses have not changed from those evaluated in the FEIR and development in the region has occurred at a slower pace than anticipated in the FEIR. Based on the environmental baseline identified in the FEIR, the physical changes to the project site and vicinity that have occurred are consistent with the analysis of the FEIR and the cumulative projects considered in the FEIR. There have been no substantial changes in the circumstances of the project as considered in the certified FEIR.
- The Modified Project's consistency with the environmental resource analysis in the FEIR is summarized in Section 6 of the EIR Addendum. Several updated technical analyses were prepared to determine whether there are new significant effects not discussed in the FEIR, whether previously identified significant effects are substantially more severe than discussed in the FEIR, or whether mitigation measures or alternatives previously found not to be feasible would now be feasible but project proponents declined to adopt the measures. As discussed, the Modified Project would not result in any significant effects not discussed in the FEIR nor were significant effects identified in the FEIR found to be more severe. The project proponents agreed to include additional mitigation measures identified in the technical analyses as discussed below.

Section 6 of the EIR Addendum presents a methodical evaluation of each topical area addressed in the FEIR. It summarizes the conclusions of the FEIR regarding the impacts of the approved project, identifies adopted mitigation measures to address impacts, and identifies the resulting level of significance of each impact. The EIR Addendum also evaluates the impacts of the Modified Project relative to those of the approved project and identifies the level of impact after mitigation.

The conclusion of the analysis presented in the EIR Addendum is that the Modified Project would not result in any significant effects not discussed in the FEIR and that no previously examined significant effects would be substantially more severe than those shown in the FEIR. Regarding mitigation measures, the EIR Addendum recommends minor revisions to adopted mitigation measures to address changes in the project and presents additional mitigation measures as identified by the project Applicant, by updated studies, and/or through consultations with resource agencies. The updated and new mitigation measures are identified in the EIR Addendum with ~~strike-out~~ text indicating deletions and underlined text indicating additions. The updated mitigation measures are incorporated into an Amended Mitigation Monitoring and Reporting Program ("Amended MMRP") for consideration by the Board of Supervisors in conjunction with the other modified entitlements (PC Reso Attachment 7).

Based on the analysis presented in the EIR Addendum, staff recommends findings that support the following conclusions: (a) the Modified Project's impacts have been considered in the Garden's Gate Subdivision Project FEIR that was reviewed and certified by the County, (b) the FEIR requires only minor changes as identified in the EIR Addendum, (c) the FEIR and EIR Addendum provide a sufficient and adequate analysis of the environmental impacts of the Modified Project; and (d) the Amended MMRP provides updated and new mitigation measures

as identified in the EIR Addendum and the Applicant has agreed to incorporate these measures into the Modified Project.

2. INCLUSIONARY HOUSING PLAN & REDUCTION IN DEVELOPMENT STANDARDS/ DENSITY BONUS PER STATE DENSITY BONUS LAW

Exemption from Inclusionary Housing Requirements

The approved Inclusionary Housing Agreement (Document No. 2010-10982 of Mendocino County Records) for the Garden's Gate Subdivision specifies that 36 of the 197 dwelling units (18%) will be sold at an affordable price to qualifying moderate-income households, as defined by Health and Safety Code Sections 50052.5 and 50093. The proposed affordable units are required to be either detached single-family homes or townhomes as follows: 35% as 1-bedroom homes, 50% as 2-bedroom homes, and 15% as 3-bedroom homes.

The Applicant has submitted an Inclusionary Housing Plan for the Modified Project (PC Reso Attachment 5) that (a) proposes a "senior citizen housing development" comprised of 39 residential lots and associated amenities in the Senior Neighborhood and (b) reserves 10% of the lots in the Traditional Neighborhood for buyers who qualify as moderate-income households.

The inclusion of the senior housing and moderate-income housing components represents voluntary compliance with the State Density Bonus Law ("SDBL"). Therefore, per Mendocino County Code Section 20.238.010(B), the Modified Project would be exempted from the requirements of the County's Inclusionary Housing Ordinance including the requirement that, for a project with 76 or more units, at least 25% of the units must be affordable.

Inclusionary Housing Plan

As proposed in the Inclusionary Housing Plan for the Modified Project (PC Reso Attachment 5) approximately 52 of the 171 units (30%) in the Modified Project would be qualifying units under the SDBL. It should be noted that the total number of units in the Traditional Neighborhood may change depending on the potential future relocation of the four lots in the northwestern corner of the project site (Lots 121, 122, 123 and 124 as shown on the Amended Vesting Tentative Map). In accordance with EIR Mitigation Measure MM 3.2-D.2 and the recommended Conditions of Approval, these four lots must be eliminated or relocated elsewhere within the subdivision.

Counsel and staff has separately analyzed the Inclusionary Housing Plan for the Modified Project and its compliance with the SDBL. Under the SDBL, a development where ten percent (10%) of the total dwelling units are to be sold to persons and families of moderate income is to be granted both a density bonus and at least one incentive or concession from development standards. Separately, a development that contains senior housing (which must have at least 35 units), whether or not income-restricted, is to be granted a density bonus, but is not granted any incentives or concessions from development standards under the SDBL.

The Modified Project has two components separately utilizing the SDBL for a density bonus and/or incentives and concessions:

1. The non-senior portion of the Modified Project includes the moderate-income residences and is entitled to a density bonus as well as at least one incentive or concession. The Applicant is not required to use the density bonus but can opt to solely use the incentives and concessions.
2. The senior portion of the Modified Project is entitled to a density bonus, which is necessary to reach the full 39-unit size of this part of the project. Staff reviewed the acreage of the senior portion of the Modified Project(which is approximately 191,000 square feet) and determined that, under the existing zoning and minimum lot size requirements of 6,000 square feet, this portion of the Modified Project would normally only be able to contain 32 units. As such, the senior portion of the Modified Project is taking a density bonus in order to reach 39 units in size, which also means that the County may not apply development standards that would physically preclude the construction of the development at the densities permitted under the SDBL.

The senior housing units would be restricted through covenants, conditions and restrictions (CC&Rs) to senior citizens and qualifying residents who are 55 years of age or older and/or who otherwise qualify per Civil Code Section 51.3. In addition, the project must comply with Civil Code Section 51.2 which establishes requirements for senior citizen housing developments pertaining to accessibility and encouraging social contact. The Modified Project includes a "Cottage Park" in the Senior Neighborhood that is approximately 0.25 acre in size and would have walkways, benches, a covered pavilion, and other amenities. The Applicant has proposed the covered pavilion as the required common room to encourage socializing. As proposed, the pavilion would contain approximately 300 square feet of area covered by a solid roof with a patio extending out for an additional 250 square feet. This would provide both shaded and unshaded areas for events and gatherings. The space within the pavilion will include an outdoor ceiling fan, an electric space heater, lighting, and a counter with a grill. Moveable partitions will be provided so that the pavilion can be enclosed in inclement weather.

A condition is recommended requiring that the floor area of the pavilion that is under a covered roof be increased to provide a minimum area of 15 square feet per residence in the Senior Neighborhood (i.e., a total of 585 square feet for the 39 residences). The 15-square foot metric is the space per occupant requirement for a structure classified as an A-3 occupancy by the California Building Code.

A list of the amenities that are proposed for Cottage Park and photographic examples are included in the Bella Vista Design Guidelines Manual ([PC Reso Attachment 3](#)). A condition is recommended that requires review and approval of the CC&Rs for the senior housing component to ensure compliance with Civil Code sections 51.2 and 51.3.

Per SDBL, affordable for-sale units must be sold to the initial buyer at an affordable housing cost. For moderate-income units, housing costs may not exceed 35% x 110% of the area median income (AMI) for a household size suitable for the unit. Housing costs include mortgage loan payments, mortgage insurance payments, property taxes and assessments, homeowner association fees, reasonable utilities allowance, insurance premiums, and maintenance costs. In Mendocino County, a household of four persons earning between \$64,250 and \$96,350 per

year qualifies as "moderate income" (California Department of Housing & Community Development; "[State Income Limits for 2022](#)"). As an example, using Fannie Mae's online mortgage calculator and assuming a 5% down payment, an "affordable" sales price for a moderate-income four-person household would be approximately \$320,000 with a monthly payment of \$2,580. That monthly payment is based on a 30-year fixed loan at 6% interest, a 5% down payment, and is inclusive of estimated taxes, assessments and homeowners association dues, but does not include an allowance for utilities or maintenance costs.

Per SDBL, the buyers of an affordable unit must enter into an equity-sharing agreement with the County which requires that, when the unit is sold, the original purchaser will pay a portion of any appreciation in value to the County. The percentage of appreciation due to the County is based on the purchase price discount that was received by the original buyer. The seller is permitted to retain the original down payment, the value of any improvements made to the home, and the remaining share of the appreciation (Gov. Code Section 65915(c)(2)). These provisions are incorporated into the Inclusionary Housing Agreement and will be recorded against the property in the form of a "Buyer's Occupancy and Equity Sharing Agreement" between the County and each purchaser of an affordable unit ([PC Reso Attachment 8, Exhibit D](#)).

The Inclusionary Housing Plan specifies that the moderate-income homes will be built in Phases 3, 4, 5 and 6 of the Modified Project. The Applicant requested the deferral to the later phases due to the fact that the senior residences will be constructed within Phases 1 and 2. The Inclusionary Housing Plan indicates that the design of the moderate-income homes will be the same as those elsewhere within the project, with street appearance, exterior finishes and structure size mirroring those found within the overall project.

An Inclusionary Housing Agreement that establishes the Applicant's obligations to construct the moderate-income housing units is included as [Exhibit D](#) to the Restated Development Agreement ([PC Reso Attachment 8](#)).

Requested Reductions in Development Standards

State Density Bonus Law requires cities and counties to grant a density bonus and other incentives or concessions to certain types of housing projects including:

- A for-sale common interest housing development where at least 10% of the housing units are restricted to moderate-income households.
- A senior citizen housing development (no affordable units are required).

The Modified Project includes both of these components. While the Applicant did not seek a density bonus for either component of the Modified Project, in order to achieve the requested number of units for the Senior Neighborhood, a density bonus is needed. This is the case because, while SDBL allows cities and counties to grant density bonuses for senior citizen housing developments, it does not allow the granting of incentives and concessions for senior citizen housing developments. As explained above, based on the acreage of the senior portion of the Modified Project, (191,000 square feet) and a minimum lot size of 6,000 square feet in the

SR and R-3 zoning districts, the Senior Neighborhood in the Modified Project would normally only be able to contain 32 units. Alternatively, the senior portion of the Modified Project may take a density bonus in order to reach 39 units in size, which also means that the County may not apply development standards that would physically preclude the construction of a development at the densities permitted under the SDBL. For the Traditional Neighborhood in the Modified Project, the Applicant has requested a reduction in site development standards in order for it to be built at the proposed densities (Attachment 6). The requested reductions in development standards are similar to those that were approved for the Garden's Gate project, as follows:

- ⇒ Reduced minimum lot sizes
- ⇒ Reduced setbacks
- ⇒ Double frontage lots and flag lots

In addition, the Applicant requests the following reductions in development standards for the Traditional Neighborhood in the Modified Project:

- ⇒ Access via private road easements
- ⇒ Modified standards for fencing on street frontages

Staff recommends approval of the Inclusionary Housing Plan, a density bonus for the Senior Neighborhood and the requested reductions in development standards per SDBL for the Traditional Neighborhood. A more detailed review of the requested reductions in development standards is provided in the Zoning Code consistency analysis below.

3. AMENDED VESTING TENTATIVE MAP

It is notable that, although the Garden's Gate Project received all necessary entitlements in 2009, nearly 13 years have passed, and the 197-unit project has not been constructed. While there are many possible reasons for this delay, the Applicant has indicated that the original project, as entitled, does not meet its objectives. As such, the Applicant is requesting amendments to support the Modified Project and anticipates that the Modified Project will be marketable and will provide a sufficient return on investment.

The Modified Project is a for-sale, single family residential project, with 39 of the 171 units (23%) designed for and restricted in use as senior housing; and 10% of the non-senior units (i.e., 13 units) restricted as for-sale units for qualifying moderate-income households. The remaining approximately 119 residences would be sold as market-rate housing. All of the proposed units are moderately sized and located on small lots in order to help contain the costs of construction and the sales prices.

As explained in the Applicant's Project Description (Attachment 5), the Applicant requests modifications to the Project Approvals to establish a 171-lot multi-generational subdivision that consists of 132 single family lots ("Traditional Neighborhood") and 39 age-restricted residential

lots ("Senior Neighborhood"). The Amended Vesting Tentative Map, dated August 31, 2022, is shown in PC Reso Attachment 2.

The Traditional Neighborhood lots range from 3,479 SF to 18,088 SF in size with the larger lots located along the western edge of the project at the base of the hills. The single-family homes will range in size from approximately 1,200 SF to 2,200 SF and consist of 3-bedroom, 2-bath homes with 2-car garages. Homes will be one- or two-stories and a maximum building height of 28 feet is proposed.

The lots in the Senior Neighborhood range from 3,186 SF to 6,980 SF in size (gross lot area) and the "cottage homes" range in size from approximately 900 SF to 1,400 SF. The net area of the lots in the Senior Neighborhood ranges from approximately 1,300 SF to 1,680 SF. The cottage homes would be single-story with a maximum height of 22 feet. The net lot area on each parcel would be privately landscaped and maintained by each homeowner and the remaining areas (as shown on PC Reso Attachment 2, Sheet L-0.3) would be landscaped and maintained by the HOA. The Senior Neighborhood would have a gated private roadway and a 0.25-acre shared private park (Cottage Park) with walkways, benches, a covered shade pavilion, garden beds, and other amenities would be located on Parcel G.

The Neighborhood Park (Parcel B) is located at the eastern edge of the project site adjacent to South State Street and would serve as a gateway feature for the development and a recreational facility for residents and the public-at-large. The Neighborhood Park would include an open field for recreation, a looped walking path, seating, and a tot lot with a play structure. It is also designed as a stormwater detention feature. The Neighborhood Park would be subject to an easement that provides for public use and maintenance by the HOA.

The Modified Project also includes a Linear Park that connects the Neighborhood Park and the Senior Neighborhood to the eastern end of the Traditional Neighborhood. The Linear Park is approximately 30 feet in width and 930 feet in length. It would have a 7-foot-wide meandering walkway/bike path and would include landscaping and low-impact development (LID) stormwater features.

Access to the project site will be provided via two new streets that connect to South State Street. The northern entrance is the primary access point and includes a Roundabout on South State Street (as was previously proposed) that is aligned with Plant Road to the east. The secondary access will be from a new street located along the southern border of the project site. This access point replaces the previously-approved site access that entered from Gobalet Lane, a private roadway on the north side of the project site.

The Amended Vesting Tentative Map (PC Reso Attachment 2) includes two parcels, Parcel A and Parcel C, that are not currently slated for development. Parcel A (68,219 SF) is located in the northeast corner of the site. The Project Description (Attachment 5) notes that Parcel A is anticipated to capture some stormwater from the site and is being reserved for an unknown future land use. Parcel C (11,430 SF) is located at the southeast corner of the site and is also designated as a stormwater detention area. Parcel C is not intended for future development and would be retained as a common parcel to be managed by the HOA.

Consistency with Ukiah Valley Area Plan

The original project was approved prior to adoption of the Ukiah Valley Area Plan ("UVAP") in 2011. Nevertheless, both the original project and the Modified Project help to implement a number of the UVAPs policies and programs, including the following:

- ⇒ Policy LU 1.3: Promote suitably located housing and services for a range of ages and incomes within the Ukiah Valley.

The project site is designated for residential development in both the UVAP and the County General Plan. The Modified Project will accommodate a range of ages and incomes.

- ⇒ Program LU 1.3a- Well-Served Communities: Emphasize complete and integrated communities which encompass the facilities and activities essential to the daily life of the residents and promote community atmosphere and interaction.

The Modified Project includes a Neighborhood Park and a Linear Park for use by the residents. The Neighborhood Park will have an easement recorded on it allowing for public use. The Senior Neighborhood has its own park- Cottage Park, that will promote community interaction as well.

- ⇒ Program LU 2.1b- Compatibility Guidelines: Only allow development within each airport zone that conforms to the height, use and intensity specified in the land use compatibility table of the Airport Comprehensive Land Use Plan.

The Modified Project was reviewed by the Airport Land Use Commission and was determined to be consistent with the Ukiah Airport Land Use Compatibility Plan (UKIALUCP).

- ⇒ Policy CT2.1: Integrate pedestrian access into the circulation system of the urbanized areas of the Ukiah Valley.

The Modified Project provides pedestrian access throughout the development including a Linear Park with a paved bicycle/pedestrian trail that traverse the project on an east-west access. The Modified Project also includes pedestrian facilities along the South State Street frontage and enhanced pedestrian crosswalks on South State Street in conjunction with the Roundabout. These pedestrian facilities will enhance access to the existing transit hub on Plant Road just east of the project site.

- ⇒ Policy WM 2.1: Strive for efficient delivery of public water services.

As discussed in the EIR Addendum (PC Reso Attachment 6), a Water Supply Verification Analysis was prepared for the Modified Project and a Will Serve Letter was approved by the Willow County Water District.

- ⇒ Policy WM 4.1: Integrate storm water management practices that utilize and mimic natural hydrology into all aspects of development and community design, including streets, parking, homes and buildings, parks and public landscaping.

The Modified Project includes an updated Stormwater Control Plan that utilizes stormwater detention basins, low impact development stormwater control measures, and Best Management Practices to manage stormwater runoff and reduce impacts to water quality in receiving waters.

A detailed discussion of proposed stormwater management is included in the EIR Addendum (PC Reso Attachment 6).

⇒ Policy HS 1.3: Maintain land use and building regulations that promote fire safety.

The Modified Project is located in a Local Responsibility Area for emergency response to fires. As summarized in the EIR Addendum, egress from South State Street is enhanced by the secondary access that is proposed near the southern edge of the project site. The project was reviewed by the Ukiah Valley Fire District and a condition is recommended to ensure an adequate turn-around for emergency vehicles on the private cul-de-sac.

⇒ OC 2.3e- Oak Preservation and Mitigation. Require the identification, conservation and protection of native true oaks in the design of discretionary project.

The EIR Addendum for the Modified Project (PC Reso Attachment 6) includes a Biological Resources Assessment and a Tree Inventory Report that identify native oaks and measures to minimize impacts. The Addendum concludes that the impacts of the Modified Project are encompassed within the analysis and mitigations included in the certified Final EIR (Attachment 4) and the Amended Mitigation Monitoring and Reporting Program (PC Reso Attachment 7).

⇒ PR 2.2b- Park Land Dedications. Require that new development provide park land for new residents.

The Modified Project includes a greater amount of parkland (2.81 acres) than the original project (2.31 acres). The Neighborhood Park is more accessible than previously as it is now located adjacent to South State Street.

Consistency with Mendocino County Housing Element (2019-2027 Update)

The Modified Project is consistent with and advances a number of Mendocino County General Plan Housing Element policies, including the following:

⇒ Policy 1.1: Promote safe and healthy housing arrangements for residents of all income levels.

The Modified Project would provide 171 units of housing for seniors and families, including 39 units of senior housing and 13 units of for-sale housing that would be restricted to qualifying moderate-income households.

⇒ Policy 3.1: Encourage the development of an adequate supply of housing and range of housing densities and types to meet the diverse needs of County residents.

The Modified Project consists of detached, for sale, single family residences. Roughly 23% of the units would be in the Senior Neighborhood and designed as accessible housing for senior citizens. The remaining housing in the Traditional Neighborhood would be single-story residences (3 bedroom, 2 bath, with 2-car garages).

⇒ Policy 3.5: Encourage and assist in developing affordable housing by reducing constraints and identifying incentives and tools for affordable residential unit development.

The Modified Project is consistent with the SDBL and, as such, is eligible for incentives, concessions and reductions in development standards. As discussed in this report, the Modified Project incorporates the following reductions in development standards: reduced lot sizes; reduced setbacks; double-frontage lots; flag lots; use of private roadway easements; modified standards for fencing on street frontages. In addition, the use of a density bonus under the SDBL makes it possible to achieve the requested density in the Senior Neighborhood.

⇒ Policy 4.3: Encourage a range of housing types to address the housing needs of the County's special needs populations, such as seniors, single-parent families, large families, individuals with disabilities, the homeless, Native Americans, and farmworkers.

The Senior Neighborhood in the Modified Project addresses this policy.

Consistency with Mendocino County Zoning Code (Title 20, Division I)

PC Reso Attachment 6, Exhibit 3 shows the zoning designations that are assigned to the project site. Sheet 2/10 of the Amended Vesting Tentative Map (PC Reso Attachment 2) shows the four existing parcels that comprise the site. APN 184-110-28 is adjacent to the South State Street frontage of the site and is assigned the Multiple-Family Residential (R-3) zoning designation. APN 184-110-29 is entirely within the Suburban Residential (SR) zoning district, and APN 184-120-01 is split zoned, with the easterly portion (as shown on Sheet 2/10) located within the SR district and the western portion located within the Rural Residential (RR-5) district. APN 184-120-21 is the linear parcel that encompasses Gobalet Lane.

As shown on Sheet 3/10 in PC Reso Attachment 2, the westernmost portion of the project site, which is zoned RR-5, is not proposed for development and is designated as a "Remainder Parcel" for the subdivision.

The proposed residential uses are primarily within the SR zoned area. Single family residential uses are permitted in the SR District with a minimum lot area of 6,000 SF and a maximum dwelling density of one unit per 6,000 SF. The SR District requires minimum front and rear yards of 20 feet and side yards of 6 feet and establishes a maximum building height of 35 feet.

As shown on Sheets 4/10 and 5/10, the following proposed parcels are located entirely or partially within the R-3 zoned area:

- Lot 11 and Parcel A at the northeast corner of the site;
- Parcel B (the Neighborhood Park parcel);
- Lots 17, 16, 15, 14 in the Senior Neighborhood; and
- Parcel C at the southeast corner of the site.

Single family residential uses are permitted in the R-3 District with a minimum lot area of 6,000 SF and a maximum dwelling density of one unit per 4,000 SF. The R-3 District requires minimum front and rear yards of 20 feet and side yards of 6 feet and establishes a maximum building height of 50 feet.

Single family uses are permitted within the R-3 District subject to an Administrative Permit which may be granted based on a finding that the subject property has development constraints such as size, topography or infrastructural deficiencies. The Applicant has requested an Administrative Permit to authorize the proposed residences on R-3 zoned parcels. Staff recommends that the single-family uses be permitted in the areas that lie within the R-3 District based on the fact that the Modified Project is designed to contain residential uses outside of Airport Zone 2 (Inner Approach Zone) as discussed below.

The Applicant has requested a reduction in site development standards in accordance with SDBL and the County's implementing regulations. The requested modifications can be approved for the Modified Project through the granting of a density bonus for the 39-unit "senior citizen housing development" and as a concession or incentive for the Traditional Neighborhood which is eligible under the SDBL due to the restriction of 10% of the units for sale to moderate-income households. The Modified Project incorporates the reductions in development standards for the SR and R-3 Districts as shown on Table 2.

Table 2 - Requested Modifications to Site Development Regulations

	SR and R-3 Districts	Requested Modification
Minimum Lot Size	6,000 SF <i>Sec. 20.044.030 (SR)</i> <i>Sec. 20.080.025 (R-3)</i>	3,507 SF (traditional lots) 1,298 SF (senior lots; net SF exclusive of restricted use easements)
Minimum Front Yards	20 feet <i>Sec. 20.044.035 (SR)</i> <i>Sec 20.080.035 (R-3)</i>	12 feet Garage setback: 20 feet
Minimum Side Yards	6 feet <i>Sec. 20.044.040 (SR)</i> <i>Sec. 20.080.040 (R-3)</i>	4 feet
Street Side Yard Setback	20 feet <i>Sec 20.152.015(H)</i>	10 feet (traditional lots) 0 feet (senior lots; minimum 8-foot setback between structures, across easements)

Given the scale of the residences in the Traditional Neighborhood (1,200-2,200 SF) and the cottage homes in the Senior Neighborhood (900-1,400 SF), the reduced parcel sizes and setbacks would create a denser built environment, while maintaining the private yards and open spaces that typically characterize a single-family residential neighborhood.

In addition to the reduced yard setbacks, the Applicant has requested an exception to Section 20.152.015(E) of the Zoning Code which requires that view-obstructing fences in rear or side yards having street frontage may not exceed 3-1/2 feet in height. As explained in the Design Guidelines Manual ([PC Reso Attachment 3](#)), in the Traditional Neighborhood 6-foot cedar fences

may be erected in rear and side yards that front on streets (i.e., on corner lots and double-frontage lots), however such fences would be setback a minimum of 5 feet from the back of the sidewalk to allow for plantings of shrubs, trees and other vegetation to help soften the impact of the fence on the pedestrian realm. Fences in front yards would be restricted to 3-1/2 feet in height consistent with Section 20.152.015(E). Staff recommends that the requested exceptions to fence height restrictions be granted as a reduction in site development standards in order to provide privacy and security for yards on the single-family lots in the Traditional Neighborhood.

The Applicant is also requesting an exception to Section 20.152.015(H) of the Zoning Code which requires that corner lots maintain front yard setbacks on any lot lines having street frontage. As shown on the Amended Vesting Tentative Map (PC Reso Attachment 2, Sheet 4/10), front setbacks for corner lots are only proposed for the lot line upon which the driveway access is located. Yard setback reductions are requested along the side yard street frontages, in order to accommodate the requested housing density per the SDBL. A condition is recommended which requires that the Subsequent Final Map for the Phase(s) including Lots 6-11 and Lots 20-23 include a note prohibiting driveway access from Charlie Barra Drive. The residences on these lots shall either front on Charlie Barra Drive or have rear yards and fencing facing Charlie Barra Drive to establish uniform frontage improvements at the gateway to the Modified Project.

Consistency with Ukiah Municipal Airport Land Use Compatibility Plan

As shown on PC Reso Attachment 6, Exhibit 4, portions of the project site are located within the following Compatibility Zones as identified in the Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP):

- Zone 2: Inner Approach Zone
- Zone 3: Inner Turning Zone
- Zone 6: Traffic Pattern Zone

The Amended Vesting Tentative Map and the Restated Development Agreement were reviewed by the Airport Land Use Commission (ALUC) on December 16, 2021. The Modified Project, which has fewer units and lower building heights than the original project, is more consistent with the UKIALUCP than the original project. It should be noted that the original project was analyzed for consistency with the Mendocino County Airport Land Use Compatibility Plan which has been superseded by the UKIALUCP as of May 2020. The ALUC determined that the Modified Project is consistent with the UKIALUCP, based on the purpose and intent of Airport Compatibility Zones 2, 3, and 6, as well as the information presented to the ALUC.

The ALUC noted that, in accordance with Policy 3.3.6 of the UKIALUCP, the property owner will be required to dedicate an avigation easement for the portions of the project site that lie within Compatibility Zones 2 and 3 (including lands within the Airspace Critical Protection Zone). A condition is recommended for the Modified Project to address this requirement such that, with recordation of each Subsequent Final Map, an avigation easement, in a form and content acceptable to County Counsel, shall be recorded on all parcels that lie partially or wholly within

Compatibility Zones 2 and 3 as defined in the Ukiah Municipal Airport Land Use Compatibility Plan.

Consistency with Mendocino County Division of Land Regulations (Title 17)

The Applicant has submitted an Amended Vesting Tentative Map for approval instead of proceeding with development under the approved Vesting Tentative Map for the Garden's Gate Subdivision. The consistency of the Amended Vesting Tentative Map with the County's Division of Land Regulations is addressed below.

Lot and Block Design and Configuration. The Amended Vesting Tentative Map is compliant with the requirements of Section 17-52 of the Division of Land Regulations, with the exception of the following requirements:

- ⇒ Section 17-52(B): Where a water supply and distribution system and sanitary sewer system are provided, the lot area shall be not less than 6,000 square feet and the lot width shall be not less than sixty (60) feet in width on the building line or less than eighty (80) feet in depth, provided that corner lots shall be not less than seventy (70) feet in width on the building line.
- ⇒ Section 17-52(J): Lots having double frontage shall not be permitted, except as otherwise provided herein, except when necessitated by topography or other physical condition. In all cases, access on one side shall be restricted by proper dedication or legal instrument.

As discussed above, the Applicant has requested an exception to the 6,000 SF minimum lot size requirements as a concession per the SDBL. Furthermore, the Modified Project includes 10 double-frontage lots on the north side of Charlie Barra Drive (the primary access road) (Lots 6-11 and 20-23). Additionally, 22 of the lots in the Senior Neighborhood have rear frontages on public streets. The Applicant has requested that these lots be authorized as a reduction of development standards per SDBL. As noted above, the Senior Neighborhood is not eligible for the reduction of development standards as an incentive/concession, but the modified development standards can be achieved by granting a density bonus to that portion of the development.

Staff recommends that the following conditions be required to prohibit driveways from Charlie Barra Drive onto Lots 6-11 and 20-23, to establish a sufficient setback for fencing along the street frontage, and to require landscaping between the back of sidewalk and the fencing. These conditions are recommended to help protect the aesthetics of the main entry street into the Modified Project.

- A note shall be added to the Subsequent Final Map(s) upon which Lots 6-11 and 20-23 are recorded and a deed restriction shall be recorded on the Lots 6-11 and 20-23 prohibiting the establishment of driveway access from the subject parcels onto Charlie Barra Drive.
- A note shall be added to the Subsequent Final Map(s) upon which Lots 6-11 and 20-23 are recorded to require that fencing for the yards of Lots 6-11 and 20-23 (i.e., along the

Charlie Barra Drive street frontage) shall either conform to the front yard fencing standards in the County Code or, if 6' fencing is specified, it shall be setback a minimum of 5' from the public right-of-way and shall be screened by shrubs and trees to establish an attractive gateway to the neighborhood. The Master Landscape Plan for the Charlie Barra Drive frontage of these parcels shall be submitted for review and approval by the Director of Planning prior to approval of the Subsequent Final Map(s).

With regard to the Senior Neighborhood, all of the residences on double-frontage lots will front onto the private loop road. As noted in Attachment 5, in the Senior Neighborhood, shared landscaping other than that immediately adjacent to the residences would be installed and maintained by a HOA. Non-view obscuring fencing around the perimeter of the Senior Neighborhood would be installed and maintained in conjunction with such landscaping.

- ⇒ Section 17-52(L): Flag lots or parcels whose access to the abutting street is provided by a strip or segment which is a part of said lot or parcel may be approved by the Planning Commission when necessitated by topography or other special condition, provided however, that the main portion of the lot meets the provisions of this Chapter as to length, depth, area and design. In no case shall the access strip be less than twenty (20) feet in width nor greater than three hundred (300) feet in depth and improvements shall be constructed therein to provide an all-weather driveway.

As shown on PC Reso Attachment 2, the Modified Project would include three flag lots (Lots 15, 33, and 129). Each of these lots meets the stipulations of Section 17-52(L). Lot 33 utilizes a driveway that would be shared with a 15-foot-wide public water easement in favor of Willow County Water District. Lot 33 is 13,079 SF in size and has a sufficient building envelope. Similarly, Lots 15 and 129 are 10,551 SF and 13,945 SF, respectively and have adequate building envelopes. Staff notes that Lots 15 and 16 could be reconfigured to eliminate the flag parcel, however, doing so would result in a narrow street frontage along a curved street. Staff recommends that the three proposed flag lots be approved as proposed as a reduction of development standards per SDBL.

- ⇒ Section 17-52(Q): Each lot or parcel on a turn-around, cul-de-sac or curved street, where the side lines thereof are diverging from the front to the rear of such lot or parcel, shall have a width of not less than sixty (60) feet, or the width required by this Chapter or the Zoning Code, whichever is greater, measured along the building setback line established by the minimum required front yard for the main building and between the side lines of such lot or parcel.
- ⇒ Section 17.52(R): Each lot or parcel on a curved street, when the side lines thereof are converging from the front to the rear of such lot or parcel, shall have an average width of not less than sixty (60) feet or the width required by this Chapter or the Zoning Code, whichever is greater.

The Modified Project would not comply with Sections 17-52(Q) and 17-52(R) as many of the lots are less than 60 feet in width. As discussed above, the Applicant has requested an exception to these minimum lot size requirements as a reduction of development standards per SDBL

and staff recommends that these exceptions be granted in addition to a density bonus for the Senior Neighborhood.

Site Access and Circulation. The Amended Vesting Tentative Map includes site access and subdivisions roads that would be dedicated as public streets and two streets that would be maintained as private roads. The two private roads are the gated and looped street serving the Senior Neighborhood and the westerly extension of Charlie Barra Drive that is shown as "Country Lane" on the Amended Vesting Tentative Map. In addition, the Modified Project includes a Roundabout on South State Street at the project entry that would be aligned with Plant Road on the east side of South State Street. The Restated Development Agreement requires the Roundabout to be installed after completion of the 100th housing unit. In the interim, the Applicant is required to install a standard four-leg intersection with a left-turn lane on the northbound approach to mirror the existing left-turn lane on the southbound approach. This provision is identical to the requirement in the Garden's Gate Development Agreement.

Staff recommends that the previously-approved condition for the design of the Roundabout be revised as follows since the Roundabout will be located within the County's jurisdiction and is not subject to design review approval by the City of Ukiah:

- Plans for the design of the ~~center of the~~ Roundabout, ~~in regard to~~ including landscaping and any monument sign, shall be submitted to the Director of Transportation County ~~as well as the City of Ukiah~~ for design review and approval prior to construction of the Roundabout.

The following new condition is recommended by the Department of Transportation to ensure that the public roads meet County standards:

- Subdivision roads to be accepted into the County Road System shall be designed and constructed in accordance with procedures prescribed in the County Division of Land Regulations, and the following design standards unless an exception is granted by the Director of Transportation:

Minimum Right of Way Width	40 Feet
Minimum Street Width (curb to curb)	36 Feet
Minimum Radius of Curb Return	25 Feet
Minimum Radius of Right of Way at Knuckle	50 Feet
Minimum Street Radius at Knuckle (to face of curb)	43 Feet
Minimum Radius Curb Return at Cul-de-Sac	40 Feet
Maximum Grade	16 Percent
Minimum Grade	0.5 Percent
Minimum Traffic Index	6.5
Minimum Thickness of Asphalt Concrete Surfacing	3 Inches

- Street improvements shall include concrete curb and gutter and minimum 5-foot wide concrete sidewalks on both sides. A minimum 5-foot wide public utility and sidewalk easement shall be provided on both sides of the road. Subdivision roads, with the

exception of the two proposed private streets, shall be offered for dedication and accepted into the County Maintained Road System. The HOA shall retain responsibility for maintenance, irrigation and replacement of all street landscaping.

Section 17-54 of the Division of Land Regulations allows private roads in a subdivision when the Planning Commission determines that a private street system will adequately serve the subdivision, will not be detrimental to adjoining properties, and will not disrupt or prevent the establishment of an orderly street pattern.

The Amended Vesting Tentative Map (PC Reso Attachment 2) includes two private streets: a looped road that provides access to the lots within the Senior Neighborhood and a private cul-de-sac that extends west from the end of Charlie Barra Drive and provides access to Lots 117-131 at the northwestern corner of the subdivision. The road sections for these two private roads are shown on PC Reso Attachment 2, Sheet 10/10. Both roads have 50-foot easements for ingress, egress and public utilities. The private street in the Senior Neighborhood has 9-foot travel lanes with 7-foot parking on either side. The "Country Lane" road section provides 10-foot travel lanes with no on-street parking. The Department of Transportation recommends the following additional conditions be added to the Conditions of Approval to address the two proposed private streets:

- All private roads shall be improved in accordance with County of Mendocino Road and Development Standards drawing A10F Reduced Section unless an exception is granted by the Director of Transportation.
- A 43-foot radius turnaround shall be constructed within a 50-foot radius easement at the terminus of the private access easement near lots 125 and 126 to the satisfaction of the Mendocino County Department of Transportation. Alternatively, subdivider, with approval from the local fire district, may construct a "Hammerhead-T" turnaround in accordance with County of Mendocino Road and Development Standards drawing A15.

To implement the requirements of the Division of Land Regulations, the Department of Transportation recommends that the following conditions be applied to the Amended Vesting Tentative Map:

- All roadway and drainage improvements shall be constructed in conformance with Mendocino County Road and Development Standards, typical road sections as shown on the Amended Vesting Tentative Map dated August 29, 2022 (unless an exception is granted by the Director of Transportation), mitigation measures included in the Amended Mitigation Monitoring & Reporting Program and improvement plans prepared by a Registered Civil engineer and approved by the Mendocino County Department of Transportation.
- All monuments set in connection with the survey for this subdivision shall conform with the provisions of the Land Surveyors Act of the State of California and the provisions of Section 17-72 of the County Division of Land Regulations. Subdivider shall be responsible at Subdivider's expense to preserve street centerline, property line and corner markers,

except where their destruction is unavoidable, and the Subdivider is proceeding in accordance with accepted practice and notice to the County. Lost or disturbed monuments shall be replaced at the Subdivider's expense by a professional licensed in California to practice land surveying. (see "Monuments," Section 8771, Land Surveyors Act, Division 3, Chapter 15 of the Business and Professions Code).

In addition, the following conditions are recommended by the Department of Transportation to facilitate review of the phased subdivision improvement plans for the Modified Project:

- All subdivision improvement plans shall include cross-sections with templates at a maximum interval of 50 feet. Subdivision improvement roadway plans shall include cross-sections at a maximum interval of 50 feet.
- Subdivision improvement plans shall be accompanied by a design soils report prepared by a geotechnical engineer or qualified civil engineer and shall: identify soil conditions and geological hazards to be considered in the road design; make specific recommendations to be incorporated in the design and construction of the road; and make specific recommendations on measures required to minimize erosion during and after construction.

In accordance with Section 17-53(E) of the Division of Land Regulations regarding street names, the County's address coordinator has determined that Charlie Barra Drive and Country Lane, as shown on the Amended Vesting Tentative Map are unique and acceptable street names. The other street names (Roads A, B, C, D, E, F, G and South Road) are not recommended as they are similar to existing street names in the County and may create confusion for emergency responders. The Applicant has submitted the following list of alternative street names based on local history and in line with the Italian name of the subdivision:

1	Charlie Barra Drive	Main entry road shown on tentative map
2	Country Lane	Private road easement shown on tentative map
3	Martha	Local grape grower/community member
4	Sargentini	Local grape grower & past owner of the property
5	Via Carrara	A marble found in Northern Italy
6	Renaissance	A period in European history
7	Trinacria	A Greek word that means "three pointed"
8	Leccino	An Italian olive
9	Tetto	"Roof" in Italian
10	Minerva	Roman goddess of wisdom, art, schools and more
11	Bella Terra	"Beautiful Land" in Italian
12	Frontoia	An Italian varietal of olive
13	Sogni	"Dreams" in Italian
14	La Citta	"The Town" in Italian

15	Vino Di Rosso	Red Wine
16	LaPerla Rosa	Pink Pearl
17	Bellezza	“Beauty” in Italian
18	Vita	“Life” in Italian
19	Strada	“Street” in Italian
20	Vivere	“Live” in Italian

The following condition is recommended to address street names for the Modified Project:

- Prior to recordation of the first Subsequent Final Map, the Applicant shall submit a street naming plan for the entire Modified Project that identifies the name of each street based on the list of street names submitted by the Applicant. The final street naming plan shall be reviewed by the County's address coordinator. Street names shall be indicated on each Subsequent Final Map.

Water Supply and Distribution Systems. The water supply and distribution system for the Modified Project will be operated and maintained by the Willow County Water District. Per Section 17.55 of the Division of Land Regulations, the Applicant will be required to install the water distribution infrastructure, fire hydrants, valve and meter boxes, etc. within the street right of way and dedicated easements subject to the approval of the County Engineer and the Willow County Water District. As discussed in the EIR Addendum, based on a "Water Supply Verification" that was prepared for the Modified Project (PC Reso Attachment 6, EIR Addendum, Appendix I), the Willow County Water District has determined that a sufficient water supply is available for the Modified Project. A "will serve" letter was issued on September 4, 2021 (PC Reso Attachment 6, EIR Addendum, Appendix B).

Sanitary Sewer Systems. In accordance with Section 17.56 of the Division of Land Regulations, the wastewater collection system will be installed by the Applicant and dedicated to the Ukiah Valley Sanitation District (UVSD) who will own, operate and maintain the system. The system will be located within the street right-of-way and dedicated easements and improvements plans are subject to approval by the County Engineer and UVSD staff. PC Reso Attachment 6, EIR Addendum, Appendix J presents a "will serve" letter issued by the UVSD on March 11, 2021.

Utilities and Utility Easements. Pursuant to Section 17-58 of the Division of Land Regulations, the Applicant shall provide underground electricity and communication services (telephone and cable television). Natural gas will not be required as the residences are proposed to be all-electric.

The Department of Transportation recommends the following condition relating to the extension of utilities to serve the subdivision:

- Subdivision improvements shall include the extension of sanitary sewer, water and public utility (electricity, telephone, and cable television) services to each parcel. All utilities installed within the subdivision shall be placed underground with the exception of vaults

and/or meters which shall be placed underground where feasible. If vaults and/or meters are not undergrounded, they shall be sited in unobtrusive locations and/or screened in order to maintain the overall aesthetics of the Modified Project. Street lighting shall also be installed, and all luminaries shall be downward shielded.

Drainage and Water Courses. As presented in the Stormwater Control Plan for the Modified Project (PC Reso Attachment 6, EIR Addendum, Appendix A), a stormwater system has been designed to detain runoff due to post-development conditions for the Modified Project using the design 10-year storm event as required. The proposed detention basin in the Neighborhood Park at the eastern end of the site is designed to detain runoff associated with a 100-year storm event and to minimize potential flood impacts. In addition, Low Impact Development (LID) measures are incorporated throughout the Modified Project and Best Management Practices (BMPs) will be implemented. To ensure satisfactory design and construction of drainage facilities appurtenant to road improvements, the Department of Transportation recommends the following additional conditions be applied to approval of the tentative map:

- Surface drainage facilities appurtenant to the subdivision roads shall be designed and constructed in accordance with the following minimum standards:
 - (a) Culverts, storm drains and detention facilities shall be designed to accommodate a 100-year storm event using all available head at the inlet; Drainage placed in closed conduits may be designed to accommodate a 10- year storm event given that sufficient additional surface routes are available to carry the added flow increment up to the 100-year storm event design discharge without flooding the traveled way and with no inundation of present or future buildings. If such surface routes cannot be made available, waterways shall be designed to carry the 100-year design discharge.
 - (b) Minimum culvert and storm drain size shall be of sufficient width to allow for maintenance and replacement of drainage facilities, shall be RCP or an acceptable alternative material, and shall be subject to the approval of Mendocino County Department of Transportation and shall be shown on the Final Map.
 - (c) Drainage easements for culverts shall have a minimum width of 10 feet;
 - (d) Drainage easements for ditches shall have a minimum width of 20 feet unless an exception is granted by the Mendocino County Director of Transportation;
 - (e) Minimum allowable ditch/curb and gutter grade shall be 0.5 percent;
 - (f) Special erosion control measures will be required where ditch grade exceeds 5 percent.
- Drainage improvements shall include design features as needed to adequately conduct runoff from completed phases across future phases to a satisfactory point of disposal.
- Subdivision improvement plans shall be accompanied by a drainage report prepared by a Civil Engineer. The report shall provide hydrology and hydraulic data necessary to

support the design, location and capacity of all proposed drainage facilities necessary for compliance with Mendocino County Road and Development Standards and Section 17-57(C) of the County Division of Land Regulations. This drainage report shall also include the location, capacity analysis and condition assessment of all existing drainage channels and structures receiving runoff from the subdivision.

In addition to the stormwater management system for the subdivision, the EIR includes mitigation measures requiring that four lots located adjacent to Cleland Mountain Creek in the northwest corner of the project site be removed and that a Riparian Enhancement Area be established along the creek corridor. The following conditions are recommended to address the required modification to the Amended Vesting Tentative Map:

- Pursuant to Mitigation Measure 3.2-D.2, Lots 122, 123, 124 and 125 shall be removed from the Amended Vesting Tentative Map dated August 29, 2022, and a minimum 100-foot setback from Cleland Mountain Creek shall be established. Applicant may incorporate the four lots into the other areas of the Modified Project. The reconfigured lots shall be subject to compliance with applicable County codes, EIR Mitigation Measures, and conditions of approval for the Modified Project. An illustrative plan showing the relocated parcels shall be submitted by Landowner for the review and approval of the Director of Planning & Building and the County Engineer prior to submittal of the Final Map for the first phase of the Modified Project.
- Pursuant to Mitigation Measure 3.3-A.1, a Riparian Enhancement Area shall be established on Lots 122, 123, 124 and 125 and Applicant shall record a Declaration of Environmental and Land Covenants in conjunction with recordation of the Subsequent Final Map(s) for the phase(s) of the subdivision that include the area encompassed by Lots 122, 123, 124 and 125 as shown on the Amended Vesting Tentative Map dated October 20, 2021.

Walkways. The Amended Vesting Tentative Map ([PC Reso Attachment 2](#)) includes 5-foot wide sidewalks along the project frontage on South State Street, on both sides of the public streets within the Traditional Neighborhood, and on one side of the private streets within the Senior Neighborhood. In addition, Sheet 10/10 shows an 8-foot wide "parkway path" cross section in the Linear Park and for the connector walkway from the sidewalk in the Senior Neighborhood to the Neighborhood Park (on the north side of Lot 17). The Landscape Site Plan ([PC Reso Attachment 4](#)) identifies 6- to 7-foot wide concrete or crushed rock pathways in the Linear Park and around the playing field in the Neighborhood Park with connectors to the perimeter sidewalk at the four corners of the park. Staff recommends that a minimum 7-foot width be required and that a crushed rock surface not be permitted due to the challenges of maintaining crushed rock pathways in a weed-free condition and the need to maintain a treated surface over time to comply with ADA accessibility standards. Rather than burdening the HOA with these maintenance challenges, staff recommends the following condition:

- The pathways in the Linear Park and the Neighborhood Park as well as the connectors between the neighborhood park and nearby sidewalks shall be constructed of concrete. A minimum pathway width of 7' is required.

Parks and Open Space

The Modified Project includes three parks - a Neighborhood Park that is 1.99 acres in size; a Linear Park that encompasses 0.58 acres; and a Cottage Park in the Senior Neighborhood that is 0.25 acres in size. The Neighborhood Park would be subject to a public access and maintenance easement that requires it to be open for use by the public and maintained by the HOA(s) per the following special condition:

- Prior to recordation of the first Subsequent Final Map, the Applicant shall submit for the review and approval of County Counsel, a "Publicly Accessible Private Open Space Easement Agreement" that grants to the County a non-exclusive public access and use easement on, over and across the Neighborhood Park. The Agreement shall establish the responsibility of the HOA to maintain the Neighborhood Park parcel and, to repair and replace, at its sole cost and expense, all facilities and improvements on the Neighborhood Park parcel.

In terms of timing, the Neighborhood Park would be established in the first phase of the Modified Project as its stormwater detention basin is an integral part of the stormwater management system. If the Roundabout is also established in the first phase, the improvements associated with the park (walkways, landscaping, tot lot, benches) may be deferred to the third phase. If an Interim Entrance is used, all of the park improvements must be installed in conjunction with the first phase. This requirement is stipulated in the Restated Development Agreement.

The Cottage Park would be developed in conjunction with the Senior Neighborhood and each segment of the Linear Park would be developed in conjunction with the phase of the Traditional Neighborhood in which it is situated.

Homeowners Association

The Modified Project will rely upon a HOA for the maintenance of common spaces and shared private infrastructure and improvements including but not limited to the three parks, landscaping within the rights-of-way of public streets, landscaping within the Senior Neighborhood, storm drainage facilities located outside of the County Maintained Road System, and private roads. Flexibility regarding potentially establishing other means to address common spaces and shared infrastructure for the Traditional Neighborhood has been included in the Conditions of Approval for the project. There are two conditions of approval recommended to address the responsibilities of the HOA:

- Prior to recordation of the first Subsequent Final Map, the Applicant shall provide the County with proof that a HOA representing all property owners of the Project has been formed. Title to the common open space, parks, private roads, common driveways,

streetscape parkways and landscaping, drainage easements, and the Riparian Enhancement Area along Cleland Mountain Creek shall be held by the HOA.

- Prior to recordation of the first Subsequent Final Map, the Applicant shall submit a set of covenants, conditions, and restrictions (CC&Rs) for the review and approval of Director of Planning and County Counsel.
 - a. The CC&Rs shall ensure the on-going maintenance of all storm drainage facilities located outside of the street right of ways accepted into the County Maintained Road System, private roads, common driveways, parks and common open space areas, streetscape parkways and landscaping, and the drainage easement and Riparian Enhancement Area along Cleland Mountain Creek.
 - b. The CC&Rs for the senior housing component shall ensure that the development complies with the requirements of Civil Code Section 51.3 regarding age-restrictions and the requirements of Civil Code Section 51.2 regarding accessibility standards and the provision of common facilities.
 - c. The CC&Rs for the Neighborhood Park shall establish regulations pertaining to the types of public uses of the park, as well as governing hours, nuisances and other operational considerations. Hours of operation shall be generally from dawn until dusk. There shall be no fencing or control gates limiting access.
 - d. The CC&Rs shall include a provision stipulating that the County shall be a third party beneficiary of the CC&Rs, with the right, but not the obligation, to enforce provisions of the CC&Rs. Any modification of the CC&Rs relating to permitted uses, or the design, establishment, maintenance or repair of common areas is subject to the consent of the County, which consent shall not be unreasonably withheld.

4. RESTATED DEVELOPMENT AGREEMENT

On October 20, 2009, the Board of Supervisors adopted Ordinance No. 4229 approving a Development Agreement with Ukiah Land, LLC for the Garden's Gate project ("Garden's Gate DA"). The Garden's Gate DA was subsequently amended by approval of a First Amendment on April 27, 2010. Mendocino County Code Section 21.04.020 memorializes these approvals.

Ultimately, in order for the Modified Project to proceed, the Garden's Gate DA must be amended through the mutual agreement of the parties to the agreement or their successors in interest. (Note: The Garden's Gate DA will remain in effect for the parcels in Tract 261 for which a Final Map has been recorded.) For the Modified Project, the proposed amendment to the Garden's Gate DA (the "Restated Development Agreement") is the result of negotiations and agreements reached between County staff and the Applicant. An effort was made to keep the structure and intent of the Garden's Gate DA intact while addressing changes in the Modified Project and

extending the term of the DA. Adoption or amendment of a DA requires public hearings by both the Planning Commission and the Board of Supervisors. The Planning Commission is tasked with providing a recommendation to the Board of Supervisors, including findings of consistency with the general plan and any applicable specific plans. As approval of the Modified Project is subject to the terms and conditions of the Restated Development Agreement, final approval of all aspects of the Modified Project will be by the Board of Supervisors.

Attachment 7 presents a redline version of the "Restated Development Agreement for the Bella Vista Subdivision" and PC Reso Attachment 8 presents the Restated Development Agreement ("Restated DA") with all of the redline changes accepted. The Restated DA, if adopted, would supersede and replace the Garden's Gate DA, except as the Garden's Gate DA pertains to Tract 261, for which a parcel map has already been recorded. The redline modifies terminology and provisions to address the Modified Project. Much of it is self-explanatory. The following summary is provided to help explain the substantive changes in the Restated DA:

- **Term:** The Restated DA provides for a ten (10) year term that can be extended by five years if the Landowner has constructed all of the Senior Neighborhood and at least 50% of the Moderate-Income homes or the Landowner has commenced construction of at least 50% of all dwelling units in the Modified Project. An additional three (3) year extension may be requested and is subject to Planning Commission approval based on findings that substantial progress towards completion is continuing to occur.
- **Plan Review Fees:** Section 7.1 of the Restated DA provides that, after initial review and approval of the "master residential building plans" for the Modified Project, the County will waive the plan review fee for subsequent use of such plans and, if revisions are proposed, the County will charge its established hourly rate for such review.
- **Parks:** Section 7.2 of the Restated DA references the requirement that an easement be recorded on the Neighborhood Park to establish the public's rights to use the park and the HOAs' obligations to maintain the park.
- **Subdivision Improvement Plans:** Section 8.2 allows for the phased submittal of subdivision improvement plans rather than submittal of a "master" subdivision improvement plan in conjunction with the first Subsequent Final Map.
- **Phasing:** Section 8.3 of the Restated DA continues to require the Director of Planning to review the Master Building Design Plan and Landscape Plan for each phase of the subdivision for consistency with the Project Site Plan and the Design Guidelines. It eliminates the requirement for the Director to report back to the Planning Commission on that review. This reporting requirement is also removed in what is now Section 8.10 (Subsequent Approvals). This section also authorizes the Director of Planning to approve modifications to the Phasing Plan, including a possible amendment to establish the entire Senior Neighborhood as the first phase. It also establishes that the Neighborhood Park improvements may be deferred to the third phase if the Roundabout is constructed in the first phase (rather than in conjunction with the phase including the 100th unit per what is now Section 8.11). References to Tract 261 (Garden's Gate Subdivision, Unit One) are

removed since a Final Map for those lots has been recorded in accordance with the Garden's Gate DA.

- **Construction of Off-Site Improvements.** This section is modified to reflect the conclusion of negotiations between the Department of Transportation and the Landowner regarding the construction of off-site sidewalk improvements. Both parties agreed that providing connectivity to the bus shelter on Plant Road (north side) is a priority. If the County encounters difficulties obtaining right-of-way for the required sidewalk improvements, the County can require that pedestrian improvements be made along South State Street either north or south of the project site equal to the cost of construction for the omitted sidewalk improvements.
- **Insubstantial Amendments.** This provision is stricken from the Restated DA as it establishes an amendment process for the DA that is inconsistent with the procedural requirements of the Government Code.
- **Attachments.** All of the attachments to the Restated DA except for the Form of Assignment are revised. Attachments A, B and C (Project Property Description, Project Site Plan and Project Phasing Plan) are modified to reflect the Amended Vesting Tentative Map. Attachment D (Affordable Housing Agreement) is drafted to be consistent with the Modified Project's Affordable Housing Plan. Attachment E (Mitigation Monitoring & Reporting Program) is modified to be consistent with new and revised mitigation measures presented in the EIR Addendum.

RECOMMENDATION

By resolution, based on the facts and findings, adopt a resolution recommending that the Board of Supervisors adopt an Addendum to the Garden's Gate Final EIR, approve an Amended Mitigation Monitoring & Reporting Program, approve an Amended Vesting Tentative Map with Conditions, approve a Density Bonus for the Senior Neighborhood and Reductions in Development Standards for the Traditional Neighborhood per State Density Bonus Law, approve Modified Design Guidelines and Preliminary Landscape Site Plan & Planting Plan, approve an Administrative Permit, approve the Inclusionary Housing Plan, and Adopt a Restated Development Agreement for the Bella Vista Subdivision, including a Modified Phasing Plan and an Inclusionary Housing Agreement

February 24, 2023

DATE

Julia Krog

JULIA KROG, DIRECTOR

ATTACHMENTS

1. Site Location Map
2. Garden's Gate Vesting Tentative Map (01-30-09)

3. Garden's Gate Draft and Final EIRs (hyperlink to online documents)
4. First Amended Development Agreement for Garden's Gate Subdivision (04-27-10)
5. Bella Vista Applicant's Project Description (06-02-22)
6. Requested State Density Bonus Law Waiver of Development Standards (08-24-22)
7. Restated Development Agreement for Bella Vista Subdivision-redline (02-22-23)
8. Agency Comments

PLANNING COMMISSION RESOLUTION

PC Reso Attachment 1: Conditions of Approval (02-23-23)

PC Reso Attachment 2: Amended Vesting Tentative Subdivision Map (08-31-23)

PC Reso Attachment 3: Bella Vista Design Guidelines Manual (01-16-23)

PC Reso Attachment 4: Bella Vista Preliminary Landscape Site Plan & Planting Plan (11-12-20)

PC Reso Attachment 5: Bella Vista Inclusionary Housing Plan (08-24-22)

PC Reso Attachment 6: Addendum to Gardens Gate Final EIR (02-23-23)

Exhibits

1. Regional Location Map
2. Site Location Map
3. Zoning Designations Map
4. Airport Combining Zone Map
5. Garden's Gate Approved Vesting Tentative Map (placeholder, reference Attachment 2)
6. Bella Vista Amended Vesting Tentative Map (placeholder, reference PC Reso ATT 2)

Appendices

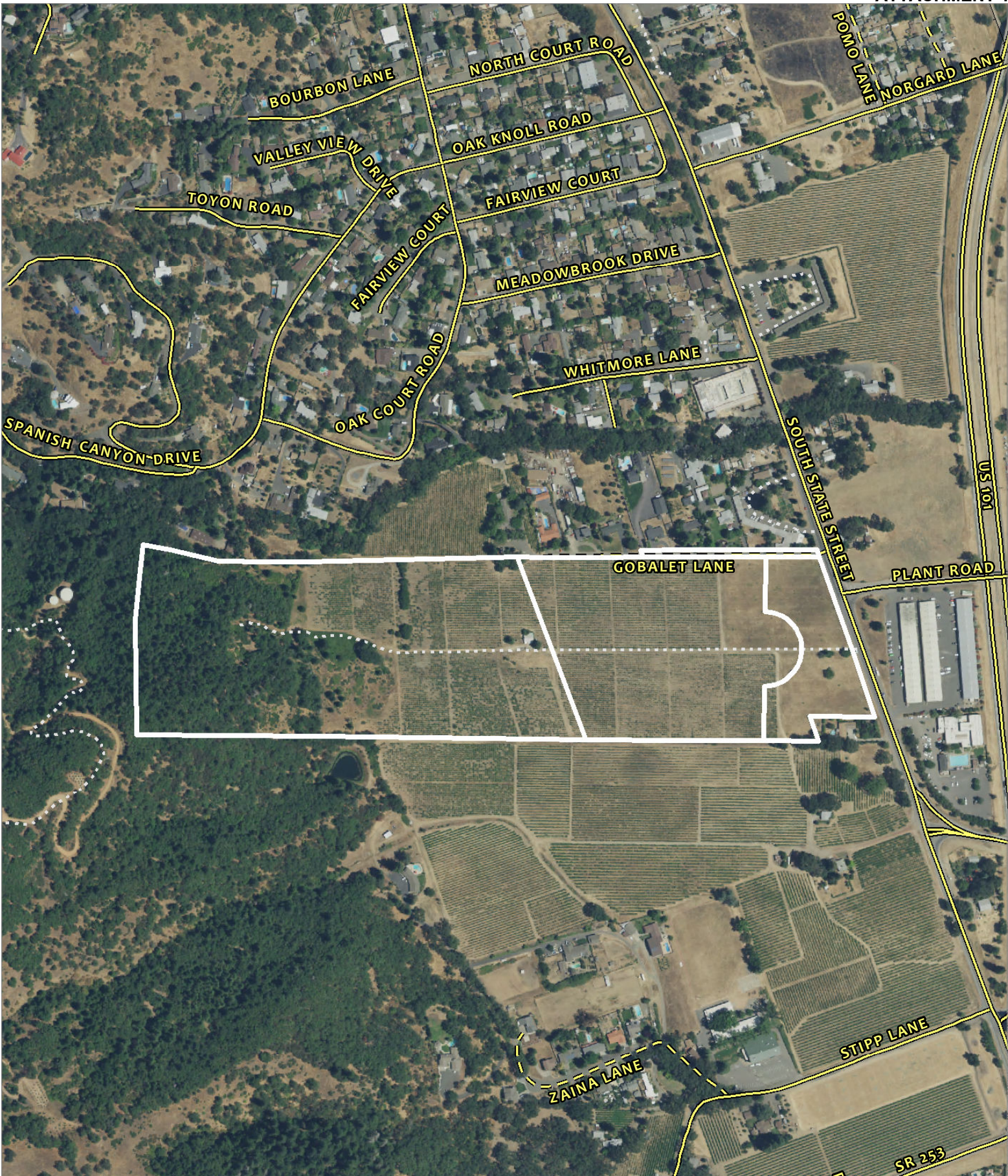
- A. Bella Vista Drainage Report & Stormwater Control Plan
- B. Will Serve Letter for Water
- C. Biological Resources Assessment
- D. Technical Memorandum: Assessment of Biological Issues
- E. Tree Inventory Report
- F. Draft Delineation of Jurisdictional Waters of the US
- G. Traffic Analysis
- H. Air Quality and Greenhouse Gas Assessment
- I. Water Supply Verification
- J. Will Serve Letter for Wastewater

PC Reso Attachment 7: Amended Mitigation Monitoring & Reporting Program (02-23-23)




PC Reso Attachment 8: Restated Development Agreement (no redline)


Exhibits

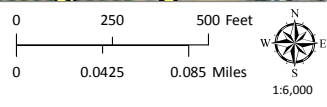
- A. Legal Description of the Property
- B. Project Site Plan (include placeholder)
- C. Project Phasing Plan (include placeholder)
- D. Inclusionary Housing Agreement (02-22-23)
- E. Amended Mitigation Monitoring & Reporting Program (include placeholder)
- F. Form of Assignment
- G. Conditions of Approval (include placeholder)



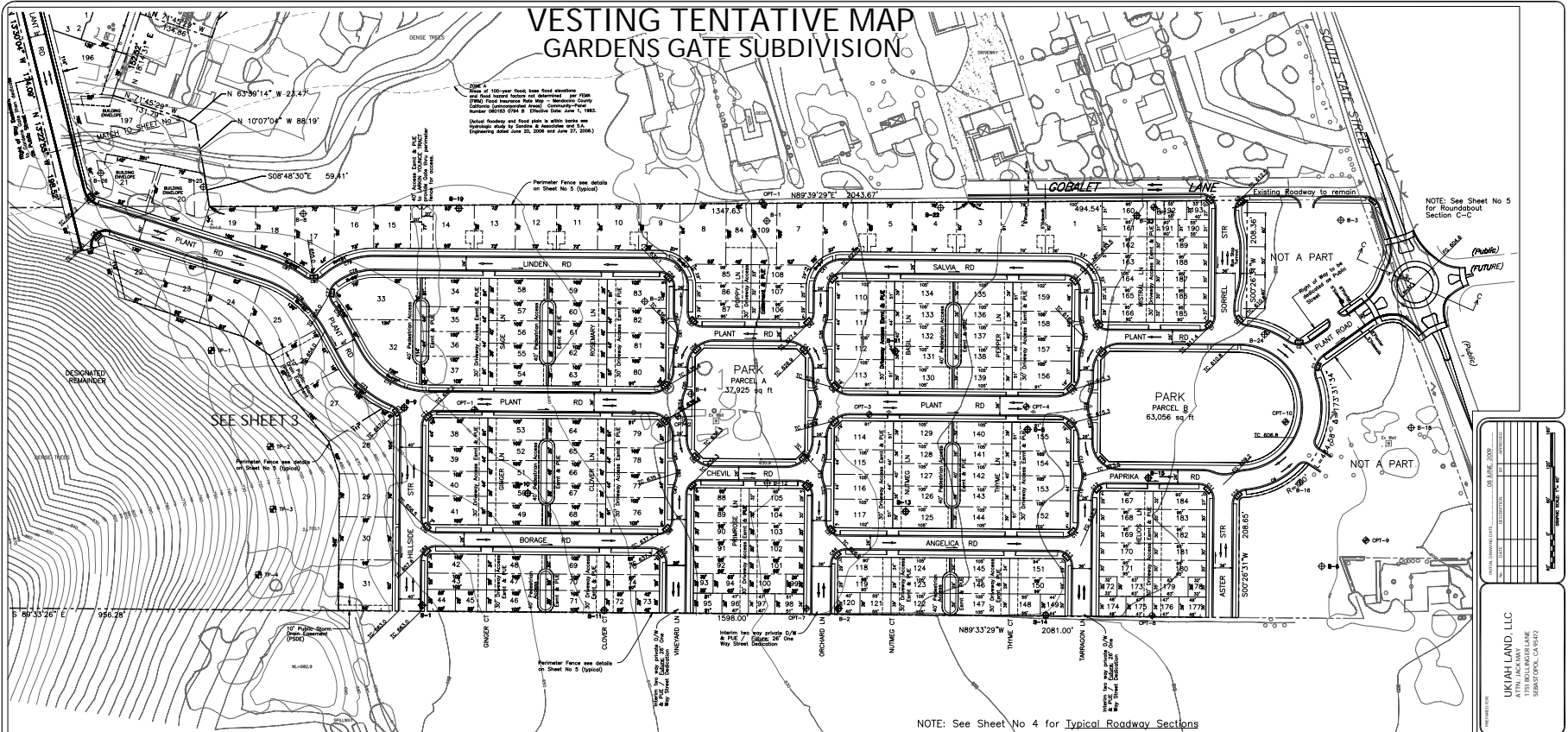
CASE: S 2020-0001
 OWNER: Rancho Yokayo LP
 APN: 184-110-28, 29, 184-120-01, 21
 APLCT: Guillon, Inc.
 AGENT: Jake Morley
 ADDRESS: 3000 S. State Street, Ukiah

-  Public Roads
-  Private Roads
-  Driveways/Unnamed Roads

 Railroads



VESTING TENTATIVE MAP GARDENS GATE SUBDIVISION



SEE SHEET 3

NOTE: See Sheet No 4 for Typical Roadway Sections

NOTE: See Sheet No 5 for Roundabout Section C-C

SHEET INDEX

- EASTERLY SITE PLAN
- WESTERLY SITE PLAN
- VESTING TENTATIVE MAP PHASING
- DETAILS, SECTIONS & MISC.
- CONCEPTUAL DRAINAGE PLAN
- ZONING MAP
- PRELIMINARY HILLSIDE GRADING PLAN

PROJECT INFORMATION

OWNER: Ukiah Land LLC - Jack May
1751 Bollinger Lane
Sebastopol, Ca 95472
1-850-464-6700

AGENT: Ukiah Land LLC - Jack May
1751 Bollinger Lane
Sebastopol, Ca 95472
1-850-464-6700

ENGINEER/SURVEYOR: DobleThomas and Associates, Inc.
216 West Perkins Street, Suite 201
Ukiah, Ca 95482
707-472-0541 Fax 707-472-0543

PLANNER: LANDMARK PLANNING AND PERMIT SERVICE
Amy Gutavson
2300 Mendocino Ave #A-2280
Santa Rosa, California 95403
707-546-2800 Fax 707-546-2802

TOTAL PROJECT ACREAGE: 46.1 Acres (Includes Designated Remainder (13.1 acres))
ASSESSOR PARCEL NUMBER: 184-120-01, 184-110-29 & 184-033-15
NUMBER OF LOTS:

SINGLE FAMILY DETACHED LOTS

10 Hillside Houses	Parcels	22 thru 31
28 Vineyard Houses	Parcels	1 thru 18, 20, 21, 32, 33, 194 thru 197
72 Garden Court Houses	Parcels	34 thru 41, 49 thru 68, 76 thru 83, 110 thru 117, 125 thru 144, 152 thru 159
15 Cottages	Parcels	19, 46, 71, 84, 87, 88, 105, 106, 109, 122, 147, 166, 167, 184 and 185

TOWNHOUSE LOTS

54 Two Unit Structures	Parcels	42 thru 45, 47, 48, 69, 70, 72 thru 75, 85, 86, 89 thru 92, 101 thru 104, 107, 108, 118 thru 121, 123, 124, 145, 146, 148 thru 151, 160 thru 165, 168 thru 171, 180 thru 183, 186 thru 189, 93 thru 100, 172 thru 179, 190 thru 193
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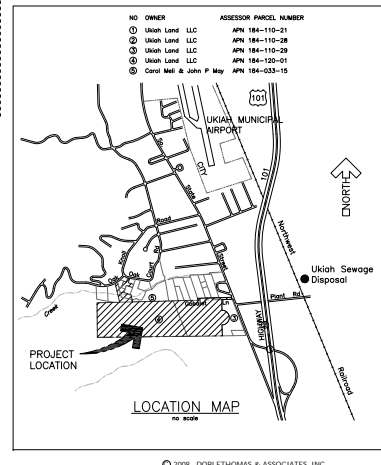
TOTAL NUMBER OF LOTS: 197 Total
WATER: Willow County Water District
SEWER: Ukiah Valley Sanitation District

NOTE: Soils Condition: There are no known expansive soils on this site, however a soils report shall be required prior to filing the final map.
Hazardous Materials: There are no known hazardous materials on this site.
All on-site roads shall be (Public).
There shall be no parking in curves at curb returns. Hold parking back 10' from curb returns.

LEGEND

	LIGHTPOLE		MANHOLE
	UTILITY POLE W/ANCHOR		MISC. UTILITY
	TRAFFIC SIGNAL		WATER VALVE
	CURB, GUTTER, SIDEWALK & DRAIN ALLEY		FIRE HYDRANT
	PAVED ROAD		BUILDING
	UNPAVED ROAD		STORM DRAIN (SDRM)
	DRAINAGE		CLEANOUT (CSO)
	TREE		DROP INLET (DI)
	DIPLINE		CATCH BASIN (CB)
	BRUSH		BLOWOFF (BO)
	RETAINING WALL		WATER SERVICE (WS)
			DATE VALVE (DV)
			SENSOR WITH CLEANOUT
			CITY or COUNTY MONUMENT (CM)
			HANDICAPPED
			STREET LIGHT
			SIGN
			PROPERTY LINE (PL)
			FENCE (F) (as noted on plan)
			GASLINE
			ELECTRIC (underground)
			FACE OF CURB (FC)
			FINISH GRADE (FG)
			REIGN CURVE (RC)
			DIP CURVE (DC)
			POINT ON CURVE (POC)
			CURVE RETURN (CR)
			TOP OF CURB (TC)
			POINT OF TANGENT (PT)
			SECONDARY EXCAVATION (SE)
			PRIVATE STORM DRAIN EASEMENT (PRSE)
			PUBLIC STORM DRAIN EASEMENT (PRSE)

NOTES:
1. IN AREAS UNDER TREES WHERE GROUND IS NOT VISIBLE, CONTIGUOUS ARE APPROXIMATE, AND CONFORM TO NATIONAL MAP STANDARDS, THE MAP IS THE HEIST OF THE CURB.
2. THIS MAPPING IS BASED ON SURVEY CONTROL PROVIDED BY THE OWNER. SURVEY CONTROL IS THE CONTROL DATA HAS VERIFIED RELATIVE HORIZONTAL AND VERTICAL POSITIONS. PROPERTY BOUNDARIES # SHOWN ON THIS MAP ARE APPROXIMATE, UNLESS CERTIFIED BY ABOVE-NOTED SURVEYOR.
3. ORTHAL ELEVATIONS SHOULD BE FIELD VERIFIED.



UKIAH LAND, LLC
1751 BOLLINGER LANE
SEBASTOPOL, CA 95472

ASSESSOR PARCEL NUMBER

- Ukiah Land LLC APN 184-110-21
- Ukiah Land LLC APN 184-110-28
- Ukiah Land LLC APN 184-110-29
- Ukiah Land LLC APN 184-120-01
- Carol Mc & John P May APN 184-033-15

PROJECT INFORMATION

Prepared under the engineer's seal of:

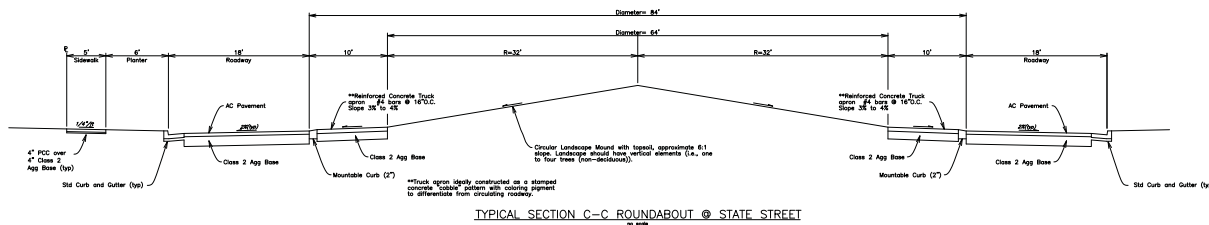
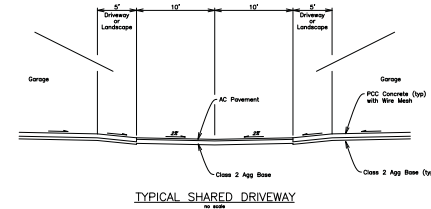
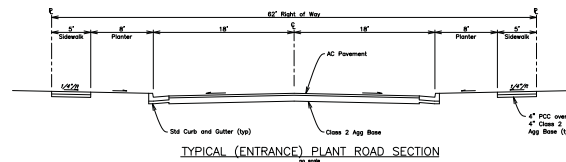
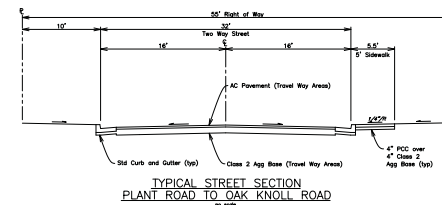
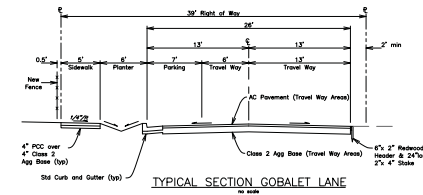
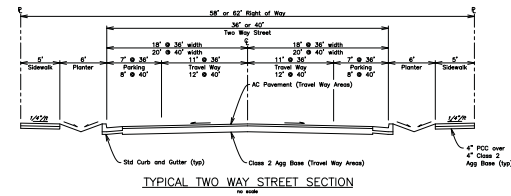
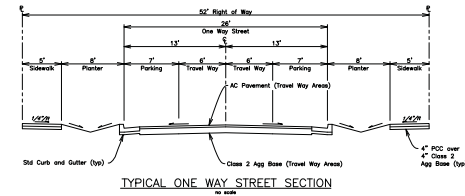
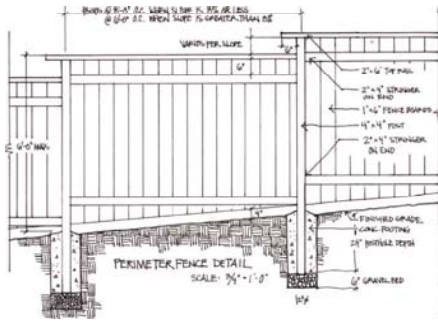
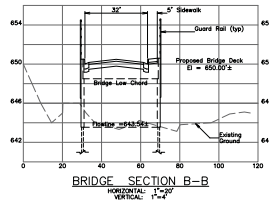
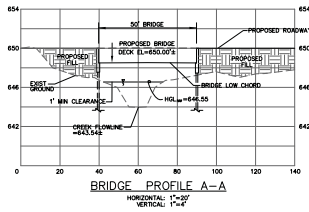
DobleThomas and Associates, Inc.
216 West Perkins Street, Suite 201
Ukiah, California 95482
707-472-0541 Fax 707-472-0543

DATE: 11-01
ISSUED BY: VBT
CHECKED BY: BBT
FILE NO: 2008-068.1
SHEET NO: 1

EASTERLY SITE PLAN

© 2008, DOBLETHOMAS & ASSOCIATES, INC.

VESTING TENTATIVE MAP GARDENS GATE SUBDIVISION



INITIAL DRAWING DATE	08 JUNE 2009
DATE	
DESCRIPTION	
BY	
APPROVED	
NO.	

PREPARED FOR:
UKIAH LAND, LLC
ATTN: JACK MAY
1751 BOLLINGER LANE
SEBASTOPOL, CA 95472

PROJECT DESCRIPTION:
GARDENS GATE SUBDIVISION
3000 SOUTH STATE STREET
APNS 184-110-21, 28 & 29
184-120-01

SHEET DESCRIPTION:
DETAILS, SECTIONS & MISC

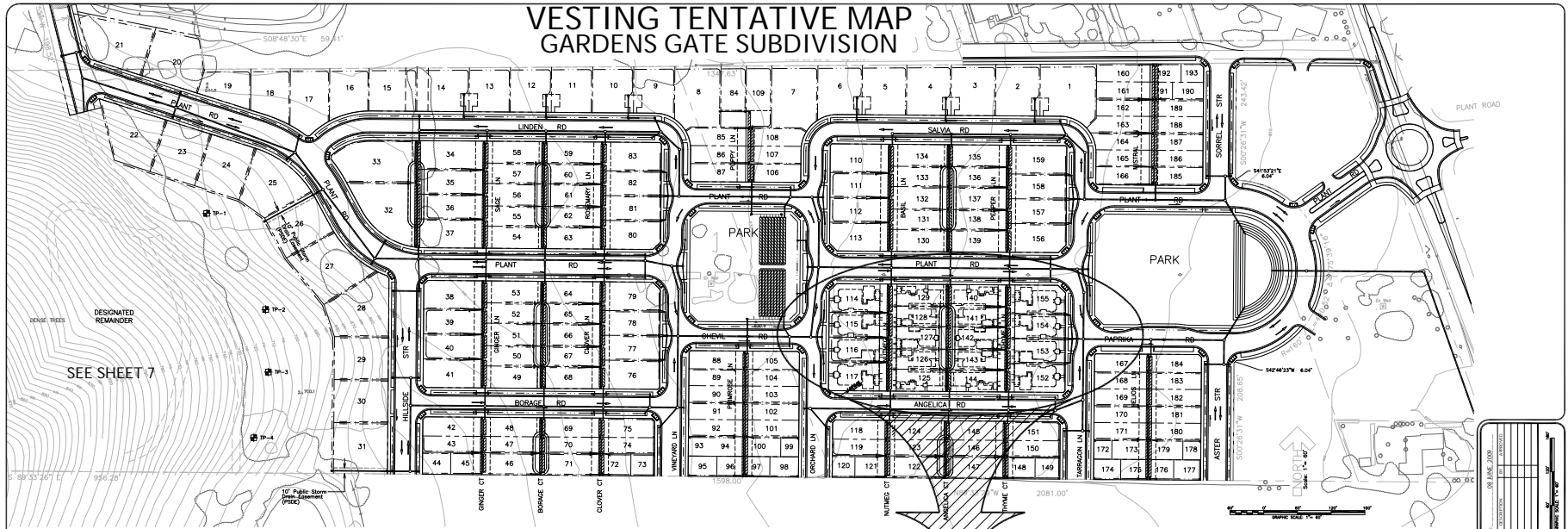
Prepared under the supervision of:

Ready Thomas, PLS 2920
222 West Coast Center
Redwood City, CA 94066
Phone: (650) 968-2926
Fax: (650) 968-5292
www.doblethomas.com

Doble Thomas & Associates, Inc.
Professional Engineer
No. 5203

SCALE:	AS SHOWN
DRAWN BY:	VR
CHECKED BY:	BAT
FILE No.:	2004-068.1
SHEET No.:	OF
4	7

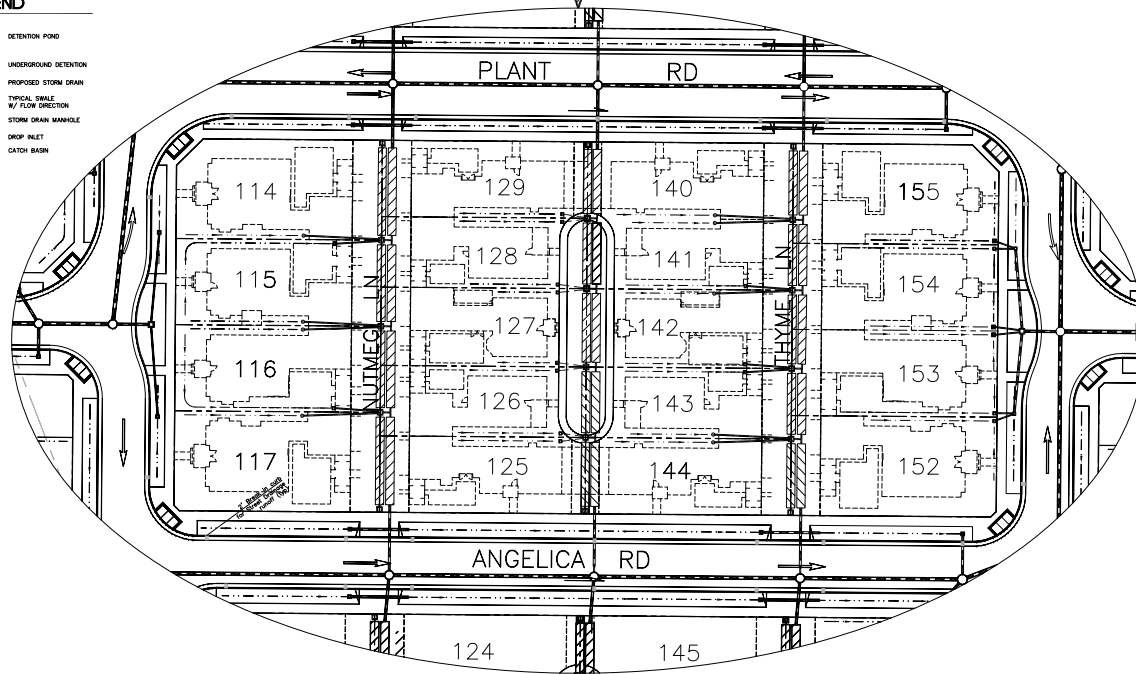
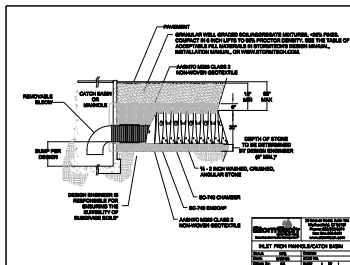
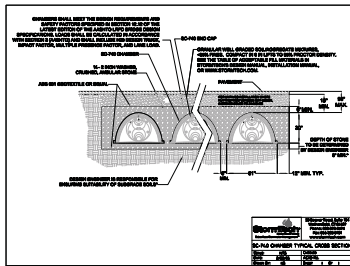
VESTING TENTATIVE MAP
GARDENS GATE SUBDIVISION



CONCEPTUAL SITE DRAINAGE
SCALE: 1"=60'

LEGEND

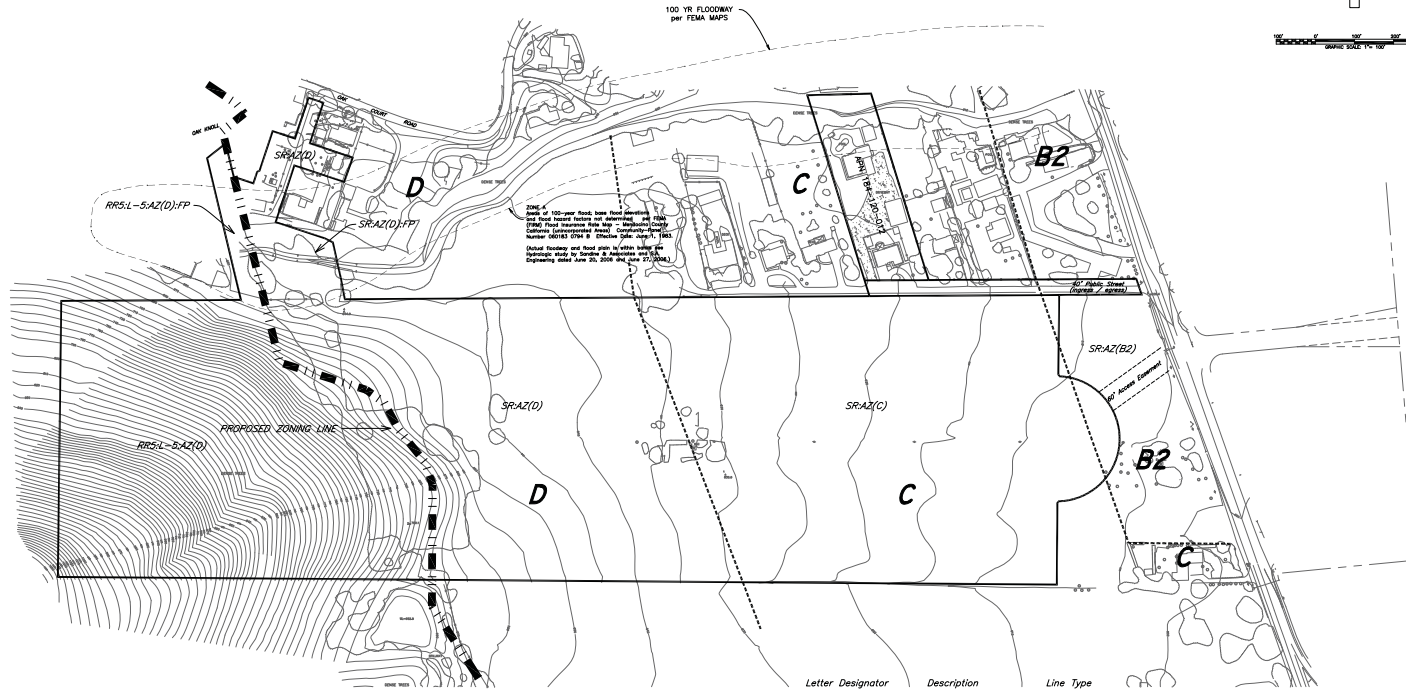
- DETENTION POND
- UNDERGROUND DETENTION
- PROPOSED STORM DRAIN
- TYPICAL SWALE w/ FLOW DIRECTION
- STORM DRAIN MANHOLE
- DROP INLET
- CATCH BASIN



TYPICAL LOT DRAINAGE
SCALE: 1"=60'

DATE: 08/26/2019	BY: [Signature]
CHECKED BY: [Signature]	DATE: 08/26/2019
UKIAH LAND, LLC 133 BULLOCKS LANE SEBASTOPOLE, CA 95972	
CONCEPTUAL DRAINAGE PLAN	
<p>Prepared, issued for the project files of:</p> <p>Double Thomas 2000 N. 1st Street, Suite 200 Sebastopol, CA 95972 Tel: 707.562.1234 Fax: 707.562.1235 www.doublethomas.com</p>	
SCALE: 1"=60'	DATE: 08/26/2019
CHECKED BY: BAT	DATE: 08/26/2019
DATE: 08/26/2019	BY: [Signature]
5	7

VESTING TENTATIVE MAP GARDENS GATE SUBDIVISION



2006 is 100-year flood zone that encompasses some of the proposed lots. The flood zone is shown on FEMA Flood Insurance Rate Maps (FIRM) and Flood Hazard Data Report (FHM) for the area. The flood zone is shown on the map as a dashed line. The flood zone is shown on the map as a dashed line. The flood zone is shown on the map as a dashed line.

Letter Designator Description Line Type
C = AIRPORT OVERLAY ZONING -----

ZONING	AREA	
	SQUARE FEET	ACRES
SR-AZ(B2)	27,576	0.63
SR-AZ(C)	733,894	16.85
SR-AZ(D)	599,709	13.77
SR-AZ(D)-FP	49,156	1.13
SR subtotal	1,410,337	32.38
RRS-L-5-AZ(D)	580,556	13.33
RRS-L-5-AZ(D)-FP	17,638	0.40
RRS-L-5 subtotal	598,194	13.73
Total	2,008,531	46.11

INITIAL DRAWING DATE	08 JUNE 2009
DATE	
DESCRIPTION	
BY	
APPROVED	

PREPARED FOR:
UKIAH LAND, LLC
 ATTN: JACK MAY
 1751 BOLLINGER LANE
 SEBASTOPOL, CA 95472

PROJECT DESCRIPTION:
 GARDENS GATE SUBDIVISION
 3000 SOUTH STATE STREET
 APPS 184-110-21, 28 & 29
 184-120-01

SHEET DESCRIPTION:
ZONING MAP

Prepared under the supervision of:
Bradley Thomas, PLS 5210
 222 West Coast Center
 Fullerton, CA 92631
 Tel: (714) 434-5292
 www.doblethomas.com

Professional Seal: **BRADLEY THOMAS**, No. 5210, State of California, Professional Planner

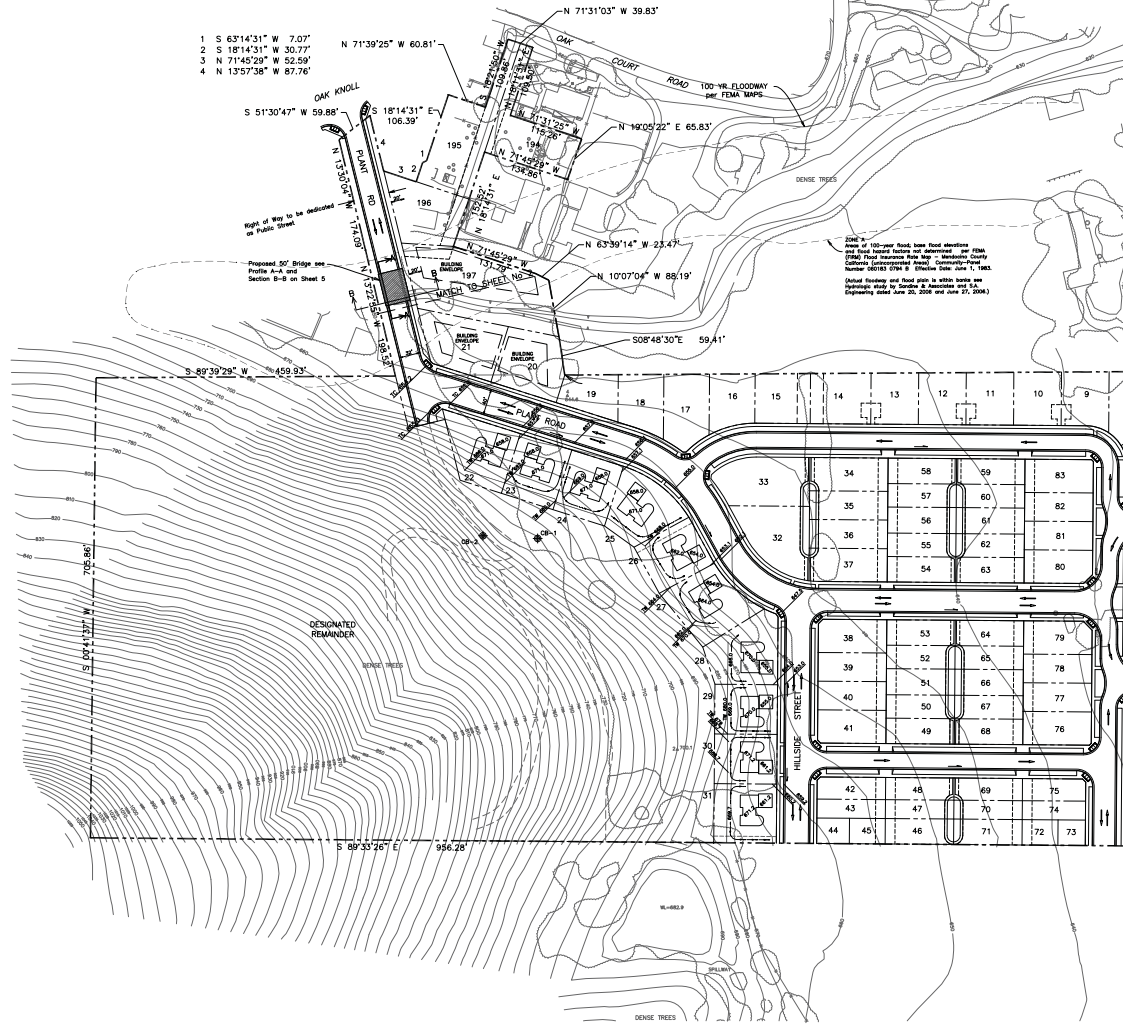


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SHEET No.:	OF

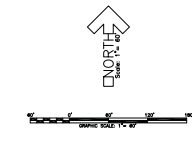
6

7

VESTING TENTATIVE MAP GARDENS GATE SUBDIVISION



LOTS 22 thru 31 has an approximate 3500 cubic yards of CUT



ATTACHMENT 3
Garden's Gate Draft & Final Environmental Impact Reports

Digital copies of the Draft and Final Environmental Impact Reports are available online at:

<https://www.mendocinocounty.org/government/planning-building-services/plans-guidelines-and-eirs>

or

<https://www.mendocinocounty.org/government/planning-building-services/meeting-agendas/planning-commission>

OFFICIAL BUSINESS

This document is recorded for the benefit of the County of Mendocino and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Office of the County Counsel
County of Mendocino

Ukiah, California 9 _____
Attn: _____

2010-10920

Recorded at the request of:
MENDOCINO COU COUNSEL
08/05/2010 11:14 AM
Fee: \$0 Pgs: 1 of 174

OFFICIAL RECORDS
Susan M. Ranochak - Clerk-Recorder
Mendocino County, CA



(SPACE ABOVE LINE FOR RECORDER'S USE)

BOS AGREEMENT # 10-042A

FIRST AMENDED GARDEN'S GATE DEVELOPMENT AGREEMENT

by and between

COUNTY OF MENDOCINO

and

UKIAH LAND, LLC

**FIRST AMENDED GARDEN'S GATE DEVELOPMENT AGREEMENT
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GARDEN'S GATE DEVELOPMENT AGREEMENT
by and between
COUNTY OF MENDOCINO
and
UKIAH LAND, LLC

This Amended Development Agreement is entered into as of April 27, 2010, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California ("County"), and UKIAH LAND, LLC, a California limited liability company ("Landowner"). County and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party".

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864, et seq. (the "Development Agreement Statute"), which authorizes County and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Property. Landowner holds a legal or equitable interest in certain real property located in Mendocino County, State of California, more particularly described in Exhibit "A" [Project Property Description] and depicted on Exhibit "B" [Project Site Plan] attached hereto (the "Property").

C. Project. Landowner has obtained various approvals from County (described in more detail in Recital F below), including approval for a tentative subdivision map for a project known as Garden's Gate, hereinafter referred to as the "Project", to be located on the Property. As reflected in the "Vesting Tentative Subdivision Map" (as defined herein), Garden's Gate is planned for 197 dwelling units (including those dwelling units established for affordable housing and those dwelling units permitted under the State Density Bonus Law) on a 46.1-acre site with 33 acres established for residential lots, including streets, parks and common areas. The overall development is programmed for 123 single family lots and 84 townhome lots. The plan for Garden's Gate includes 2.3 acres of open space and park areas, with a Neighborhood Park of 0.9 acre and a Community Park of 1.4 acres. The development will include 36 units for affordable (moderate-income) housing to be constructed, phased and marketed simultaneously with market rate units pursuant to the Inclusionary Housing Agreement, attached hereto as Exhibit "D", entered into between Landowner and County and incorporated into this agreement. The Landowner will be developing the Project in phases and stages as set forth on the Project Phasing Plan that is attached as Exhibit "C" to this Development Agreement.

D. Public Hearings. On July 16, 2009 the Planning Commission of the County, serving as County's planning agency for purposes of Development Agreement review pursuant to Government Code Section 65867, considered this Development Agreement and recommended approval of this Development Agreement to County Board of Supervisors. On November 20, 2009, the County Board of Supervisors approved this Development Agreement by Ordinance 4229-2009. On March 23, 2010,

the Planning Commission of the County, again serving as the County's planning agency for purposes of Development Agreement review pursuant to Government Code Section 65867, considered the amendments to this agreement and recommended approval of the Amended Development Agreement to the Board of Supervisors. On April 29 2010, the County Board of Supervisors approved the amendments to the Development Agreement by Ordinance.

E. Environmental Review. On October 6, 2009, County Board of Supervisors certified as adequate and complete, an environmental impact report ("EIR") for the Project. Mitigation measures were required in the EIR and are incorporated into the Project as set forth in the Mitigation Measures Monitoring Program and into the terms and conditions of this Development Agreement, as reflected by the findings adopted by County Board of Supervisors concurrently with this Development Agreement.

F. Project Approvals. The following land use approvals (together the "Project Approvals") have been granted by the County for the Property, which entitlements are the subject of this Development Agreement:

- (1) The Major Subdivision Tentative Map (Vesting Map) approval on October 6, 2009.
- (2) The EIR approval and certification on October 6, 2009, by Resolution No. 09-230.
- (3) The Project Site Plan approval on October 6, 2009, by Resolution No. 09-230.
- (4) The Project Phasing Plan approval on October 6, 2009, by Resolution No. 09-230.
- (5) The Master Building Plan approval on October 6, 2009, by Resolution No. 09-230.
- (6) Inclusionary Housing Agreement approval on October 6, 2009.
- (7) This Development Agreement as adopted by Ordinance No. 4229 by the County (the "Adopting Ordinance"), on October 20, 2009.
- (8) The Project Design Review Guidelines as approved by the Planning Commission with the filing of the Final Tentative Map
- (9) Declaration of Environmental and Land Covenants.
- (10) Final Findings and Approvals adopted by Board of Supervisors on October 9, 2010.

G. Development Agreement Statute. County and Landowner have taken all actions mandated by, and fulfilled all requirements set forth in, the Development Agreement Statute.

H. Consistency with General Plan. Having duly examined and considered this Development Agreement and having held properly noticed public hearings hereon, in County Ordinance No. 4229, the County Board of Supervisors found that this Development Agreement satisfies the Government Code Section 65867 5 requirement of general plan consistency.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, the Parties agree as follows:

ARTICLE I. DEFINITIONS.

1.1. "Approved Project Planning Documents" are the Vesting Subdivision Tentative Map, Project Site Plan, the Project Phasing Plan, Master Building Plan, Project Design Guidelines, Project Landscaping Plan, Inclusionary Housing Agreement, Declaration of Environmental And Land Covenants this Amended Development Agreement.

1.2. "County" shall mean and refer to the County of Mendocino, a political subdivision of the State of California, in its governmental capacity.

1.3. "County Laws" shall mean and refer to the ordinances, resolutions, codes, rules, regulations, and official policies of the County governing the permitted uses of land, density, design, improvement, and construction standards and specifications applicable to the development of the Property and property upon which required off-site public improvements are to be constructed. Specifically, but without limiting the generality of the foregoing, County Laws shall include the County's General Plan, any of the County's Specific Plans, County zoning ordinances, and the County's subdivision ordinance.

1.4. "Declaration of Environmental and Land Covenants" shall mean and refer to those restrictions imposed on Lots 1-4 Unit One described in Section and recorded to implement required environmental protections mandated in the Environmental Impact Report Approved for Garden Gate approved by the County.

1.5. "Director of Planning" shall mean and refer to the County's Director of Planning and Building Services.

1.6. "Effective Date" shall mean and refer to November 20, 2009, which is the effective date of Ordinance No. 4229, adopting this Amended Development Agreement

1.7. "EIR" shall mean and refer to the certified approved Environmental Impact Report for Garden's Gate approved by the County.

1.8. "Exactions" shall mean and refer to all exactions, costs, fees, in-lieu fees or payments, charges, assessments, dedications or other monetary or non-monetary requirement charged or imposed by County or by County through an assessment district (or similar entity) in connection with the development of, construction on, or use of real property, including but not limited to transportation improvement fees, child care in-lieu fees, art fees, affordable housing fees, dedication or reservation requirements, facility fees, obligations for on- or off-site improvements or construction requirements for public improvements, services or other conditions for approval called for in connection with the development of or construction of the Project under the Existing County Laws, whether such exactions constitute public improvements, mitigation measures in connection with environmental review of the Project Approvals, or impositions made under applicable County Laws or in order to make an Approval consistent with applicable County Laws. Exactions shall not include Processing Fees or those items stated in Sections 6.2 through 6.7 in this Development Agreement

1.9. "Existing County Laws" shall mean those County Laws that are in effect as of the Effective Date.

1.10. "Final Subdivision Map" shall mean the final subdivision map to be filed by Landowner with the County for the Project pursuant to the Project Approvals and this Development Agreement.

1.11. "Final Findings and Conditions of Approval" shall mean and refer to those October 6, 2009 Final Findings and Conditions of Approval of Subdivision as modified including conditions 1-28.

1.12. "Landowner" shall mean and refer to Ukiah Land, LLC, a California limited liability company, and its successors and assigns.

1.13. "Master Building Plan" shall mean and refer to the Master Building Plan shown on the Vesting Subdivision Tentative Map - sheets 4 of 7, 5 of 7, 7 of 7 and Lot Table - Application C) and the Master Building Plan - (Illustrative Site Plan - Application K-c) as approved by the County.

1.14. "Master Declaration of Covenants" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions and Easements for Garden's Gate approved for the Project by the County as set forth in Section 8.6 of this Development Agreement.

1.15. "Master Subdivision Improvement Plan" shall mean and refer to the plan for all offsite and onsite improvement as defined in Section of this Amended Development Agreement.

1.16. "Mitigation Measures Monitoring Program" shall mean and refer to the Mitigation Measures Monitoring Program adopted by the County for the Project pursuant to the EIR which Mitigation Measures Monitoring Program is attached to this Development Agreement as Exhibit "F"

1.17. "Permitted Uses" are defined in Section 5 2.

1.18. "Processing Fee" shall mean and refer to a fee generally imposed by the County for processing applications for land use, development, construction, building permits and other such applications and approvals that are payable upon the submission of an application for a permit or approval, and which are not solely applicable to the Project and cover only the estimated actual costs to the County of processing that application, in accordance with and as provided under Government Code section 66014. Fees will include plan check fees for the MSIP at the hourly rates in effect at the time of the plan submittal.

1.19. "Project Approvals" shall mean and refer to:

- A. The Vesting Tentative Map approval on April 13, 2010
- B. The EIR approval and certification Major Subdivision Tentative Map (Vesting Map) approval on October 6, 2009, by Resolution No. 09-230.
- C. The modified Project Site Plan approval on April 13, 2010.
- D. The modified Project Phasing Plan approval on April 13, 2010.
- E. The modified Master Building Plan approval on April 13, 2010.
- F. Amended Inclusionary Housing Agreement approval on April 13, 2010.

G. This Amended Development Agreement as adopted by Ordinance No. 4229-2009 by the County (the "Adopting Ordinance"), on June 22, 2010.

H. The Project Design Guidelines as approved at approval of the Final Map.

I. Declaration of Environmental and Land Covenants Tract 261 Unit One approved and recorded with Final Map.

J. Final Findings and Conditions of Approval as Modified on October 6, 2010.

1.20. "Project Design Guidelines" shall mean and refer to the Project Design Guidelines approved by the Planning Commission and filed concurrently with the Final Map

1.21. "Project Landscaping Plan" shall mean and refer to the Project Landscaping Plan as approved by the County as part of the Project Approvals as (Conceptual Landscape Plan – Application K-3).

1.22. "Project Phasing Plan" shall mean and refer to the Project Phasing Plan approved by the County as part of the Project Approvals, shown on sheet 3 of 7 of the Vesting Subdivision Tentative Map and attached hereto as Exhibit "C".

1.23. "Project Site Plan" shall mean and refer to the Project Site Plan approved by the County as part of the Project Approvals, shown on sheets 1 of 7 and 2 of 7 of the Vesting Subdivision Tentative Map and attached hereto as Exhibit "B".

1.24. "Property" shall mean and refer to the real property located in County of Mendocino, more particularly described in Exhibit "A" and depicted on Exhibit "B" attached hereto

1.25. "Subsequent Approvals" shall mean those approvals for the Project for the design, construction, and building of improvements within the Project that are submitted to and approved by the County subsequent to the Project Approvals that are defined in this Development Agreement

1.26. "Term" is defined and described in Section 4.2.

1.27. "Vesting Tentative Subdivision Map" shall mean the vesting tentative subdivision map filed by Landowner with the County for the Project.

ARTICLE 2. BASICS OF AGREEMENT.

2.1. Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Development Agreement as if set forth herein in full.

2.2. Description of Property. The Property as defined in Section 1.21 shall be subject to this Development Agreement.

2.3. Relationship of County and Landowner. It is understood that this Development Agreement is a contract that has been negotiated and voluntarily entered into by County and Landowner and that Landowner is not an agent of County. County and Landowner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making County and Landowner joint venturers or partners.

ARTICLE 3. FINDINGS.

3.1. Findings. The County Board of Supervisors finds, pursuant to Government Code section 65867.5(b), that this Amended Development Agreement and the provisions thereof are consistent with the general plan of the County. County has determined that the Project is a development for which a development agreement is appropriate. A development agreement will eliminate uncertainty in the County's land use planning for the Property and secure orderly development of the Project and shall assure progressive installation of necessary improvements and mitigation appropriate to each stage or phase of development of the Project, insure attainment of the maximum effective utilization of resources within the County at the least economic cost to its citizens, secure public improvements and amenities that could not otherwise be obtained, and otherwise achieve the goals and purposes for which the Development Agreement Resolution was enacted by the County.

ARTICLE 4. EFFECTIVE DATE AND TERM.

4.1. Effective Date. The effective date of this Amended Development Agreement ("Effective Date") is August 29, 2010, which is the effective date of Ordinance No 4264, adopting this Amended Development Agreement.

4.2. Term. Upon execution, the term of this Development Agreement shall commence on the Effective Date and shall extend for a period of fifteen (15) years, unless said term is terminated, modified or extended by circumstances set forth in this Development Agreement. Following the expiration of the term, this Development Agreement shall be deemed terminated and of no further force and effect. Said termination of the Agreement shall not be deemed to terminate any of the Project Approvals or Subsequent Approvals (except to the extent the terms of any such approvals have been extended by virtue of this Agreement) or affect any right or duty created by County approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Development Agreement prior to such termination.

4.3. Right to Extend. This Development Agreement may be extended by Landowner on the following conditions:

A. Landowner shall have made and submitted to the Director of Planning a written application for extension of the Term no later than the date that is six months prior to the date that the Term of the Agreement is scheduled to expire.

B. Landowner shall have commenced construction upon no less than fifty per cent (50%) of all dwelling units shown on the Vesting Tentative Subdivision Map, including 50% of both affordable and market rate units during the Term. Commencement of Construction shall mean that the foundation for a dwelling unit has been commenced pursuant to a validly issued permit from the County.

Upon the Director of Planning finding that Landowner has made timely written application for an extension of the Term and has undertaken the required development as stated in subparagraph B, above, the County shall grant an extension of no more than an additional five (5) years based upon its findings that the Project has met specified benchmarks.

ARTICLE 5. USE OF PROPERTY.

5.1 Right to Develop. Except as otherwise specifically provided in this Agreement, Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of the Project Approvals, including this Development Agreement, the Project Design Guidelines and those rules, regulations, and official policies of the County in force at the time of the Effective Date, and any amendments to the Project Approvals, including this Development Agreement, as shall, from time to time, be approved pursuant to the provisions of this Development Agreement. Landowner's vested right to develop the Property shall be subject to Subsequent Approvals for building and improvement design and construction; provided however, that any conditions, terms, restrictions and requirements for such Subsequent Approvals shall be consistent with the Project Approvals including this Development Agreement, and the Project Design Guidelines, and shall not prevent development of the Property for the uses provided under the Project Approvals, including this Development Agreement ("Permitted Uses")

5.2 Permitted Uses. The Permitted Uses of the Property, including the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location and maintenance of on-site and off-site improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in this Development Agreement, the Project Approvals, the Project Design Guidelines and any amendments to this Development Agreement or the Project Approvals.

5.3 Moratorium, Quotas, Restrictions, or Other Growth Limitations. Landowner and County intend that, except as otherwise provided in this Development Agreement, this Development Agreement shall vest the Project Approvals against subsequent County resolutions, ordinances and initiatives that conflict with the Project Approvals including this Development Agreement. In the event of any development moratorium that affects the construction of improvements within the Project as defined in Government Code section 66452.6, subsection (f) and Government Code section 65858, the Term of this Development Agreement, and the vested rights afforded Landowner under this Development Agreement shall be extended for an additional period of time commensurate with the duration of any such moratorium

5.4 Subsequent Projects. Landowner is concerned that County may approve other projects that place a burden on County's infrastructure without considering the prior approval of the Project. Therefore, County agrees that during the Term of this Development Agreement, Landowner's right to build out and occupy all buildings in the Project shall not be diminished despite the burden of future development upon public facilities including, without limitation, roads, roadways, storm sewers, traffic signals, curb gutters, sidewalks, parks, amenities, recreation areas, and other off-site improvements which are of benefit to the Project and other properties in the area. Landowner agrees however to pay Landowner's fair share of AB 1600 Traffic Impact fees allocated to the Project as provided for in Paragraph 7.3 below.

5.5 Review and Processing of County Approvals. County shall accept, process, and review applications for Subsequent Approvals in a reasonably expeditious manner which complies with, and is consistent with, the Project Approvals, including this Amended Development Agreement, and the Project Design Guidelines. Subsequent Approvals shall be reviewed by the County for consistency with, in all material respects, the Project Approvals, including this Development Agreement and the Project Design Guidelines. County retains the rights to review and approve of Subsequent Approvals, provided however that County shall exercise County's rights of review and approval in a good faith and reasonable manner as required by California Government Code Section 65865.2, which will not prevent the development of the Project for the uses, and with the heights, densities, setbacks and intensities specified in the Project Approvals and the Project Design Guidelines or with the rate of development, if any, as specified in the Project Approvals, including this Development Agreement. Landowner, in a timely manner, shall provide County with all fees, charges, documents, applications, plans and other information necessary for County to carry out its obligations and cause its planners, engineers and all other consultants to submit in a timely manner all necessary materials and documents. All applications for Approvals shall be filed in the manner required under the applicable County Laws, except that such applications shall contain the caption "SUBJECT TO THE GARDEN'S GATE DEVELOPMENT AGREEMENT" on the front sheet of such applications (provided that a failure to include such caption shall not have any legal effect). The Parties expressly intend to cooperate with one another in a reasonable manner to implement all land use and building approvals for development of the Project in accordance with the Project Approvals and the Project Design Guidelines.

5.6 Extension of Approvals. Upon approval of the Vesting Tentative Subdivision Map, pursuant to California Government Code section 66452.6(a), the term of the Vesting Tentative Subdivision Map shall be extended until the termination of this Development Agreement notwithstanding any other County Law.

**ARTICLE 6. APPLICABLE RULES, REGULATIONS, FEES AND OFFICIAL
POLICIES.**

6.1 Rules Regarding Permitted Uses. State law allows certain concessions and incentives when the Landowner agrees to construct affordable units. For this Project, the concessions that the Landowner selected were to reduce the minimum 6,000 square foot lot size and reduce or eliminate the front, rear and side setbacks required under the zoning ordinance for single-family dwellings. In addition, the Landowner requested that the County waive certain subdivision requirements in order to make the project feasible (namely, the requirements regarding Double Lot frontage, Land Division Chapter Section 17-52(J); Flag Lot Access Strip, Section 17-52(L); and Access Easement Width, Section 17-53(B). These concessions and incentives are provided for in the Project Approvals, including this Development Agreement. Except as provided in this Development Agreement and the other Project Approvals under the State Density Bonus Law, density and intensity of use, the rate, timing, and sequencing of development, the maximum height and size of proposed buildings, signage and provisions for reservation and dedication of land shall be those in force on the Effective Date of this Development Agreement.

6.2 Rules Regarding Construction. Unless otherwise expressly provided in this Development Agreement, all ordinances, resolutions, rules, regulations, and official policies governing improvement and construction standards and specifications applicable to the construction of improvements within the Project and to public improvements to be constructed by Landowner shall be those in force and effect at the time the applicable permit approval is granted as are generally applied to such improvements in the County.

6.3 Changes in State or Federal Law. In the event that State or Federal laws or regulations, enacted after this Development Agreement has been entered into, prevent or preclude compliance with one or more provisions of this Development Agreement, such provisions of the Development Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations. This Development Agreement shall not preclude the application to development of the Property of changes in County laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations.

6.4 Uniform Codes Applicable. The Project shall be constructed in accordance with the provisions of the California Building, Mechanical, Plumbing, Electrical and Fire Codes, County standard construction specifications, and Title 24 of the California Code of Regulations, relating to California Building Standards, in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the California Building, Mechanical, Plumbing, Electrical and Fire Codes, County standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the start of construction of such infrastructure.

6.5 Processing Fees. County may charge a Processing Fee for a permit or Subsequent Approval submitted by Landowner, as the Processing Fee is in effect at the time of Landowner's application for that permit or approval with such Processing Fee to be in compliance with Government Code section 66014 and not greater than and consistent with such Processing Fees charged at the time to all other projects and developments in the County

6.6 Subsequent Environmental Review. Landowner agrees to comply with all mitigation measures contained in the EIR and that are adopted pursuant to Project Approvals as set forth in the EIR and stated in the Mitigation Measures Monitoring Program. The Parties acknowledge, however, that the Environmental Impact Report for the Project ("EIR") contains a thorough analysis of the Project and Project alternatives and specifies the feasible Mitigation Measures available to eliminate or reduce to an acceptable level of adverse environmental impacts of the Project. The parties acknowledge that the County Board of Supervisors issued a statement of overriding considerations in connection with the Project Approvals, pursuant to 14 California Code of Regulations (CEQA Guidelines) Section 15093. The EIR provides an adequate database and environmental analysis for the decision to proceed with the Project embodied in the Project Approvals and this Agreement, and subsequent development of the Project during the Term of this Agreement. The Mitigation Measures imposed are those appropriate for the implementation of proper planning goals and objectives and the formulation of Project development guidelines and conditions of approval. For these reasons, no subsequent or supplemental EIR shall be required by County for any subsequent Approvals implementing the Project unless the provisions of Public Resources Code section 21166 apply. If the provisions of Public Resources Code section 21166 apply, it is understood that the County may adopt and apply such further mitigation measures as may be necessary to comply with CEQA under such circumstances.

6.7 Declaration of Environmental and Land Covenants. Due to the change in Project Phasing for Lots 1-4 and in order to implement the Mitigation Measures provided for by the Garden's Gate EIR applicable to those Lots 1-4, as well as to establish a Riparian Enhancement Area, County and Landowners have agreed to record a Declaration of Environmental and Land Covenants that will be in force and effect as of the date the Declaration is recorded designating a portion of Lot 4 as subject to a Riparian Enhancement Easement and conditions outlined therein.

6.8 Application of New County Laws. Nothing stated in this Development Agreement shall prevent County from applying the following to the Property:

A. new County Laws which are specifically mandated or required by changes in State or Federal Laws;

B. all laws that are applicable to procedural requirements for building and building occupancy permit application, submittal and issuance that are then generally applied by the County.

C. construction standards pursuant to all California Uniform Building Codes incorporated by the County Code that are then generally applied by the County;

D. engineering specifications for construction of any public improvements such as curbs, gutters and sidewalks, to the extent they do not conflict with the Project Approvals and Existing County Laws;

E. any requirements applicable upon issuance of a building permit for which County acts as an administering agent for another governing agency that are then generally applied by the County.

F. All County-wide fees, taxes and assessments will apply as will laws affecting public health and safety.

6.8 Conflicting Laws. Except as set forth in Section 6.7 above (Application of New County Laws), any action or proceeding of the County (whether enacted by the

legislative body or the electorate) that has any of the following effects on the Project shall be considered in conflict with this Agreement and the Existing County Laws:

(a) limiting or reducing the density or intensity of all or any part of the Project, or otherwise requiring any reduction in the square footage or total number of developable blocks, residential units or other improvements;

(b) limiting the timing or phasing of the Project in any manner inconsistent with this Agreement or the Project Approvals; or

(c) limiting the location of structures, grading, streets or other improvements on the Property in a manner that is inconsistent with or more restrictive than the limitations included in the Project Approvals or this Agreement.

The above list of actions is not intended to be comprehensive, but is illustrative of the types of actions that would conflict with this Agreement and the Existing County Laws.

ARTICLE 7. SUBSEQUENTLY ENACTED FEES, DEDICATIONS,

ASSESSMENTS AND TAXES.

7.1 Plan Check, Building Permit, and Related Fees and Charges. For each of the respective Buildings, Landowner shall pay those plan check, building permit, and related fees and charges required by County in force on the Effective Date for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder. Additionally, the Landowner shall pay plan check fees related to the review of the MSIP at the weighted hourly rates in effect at the time of the plan check. The amounts of such fees are annually adjusted by the County Board of Supervisors to reflect inflation, and the Landowner will pay such fees in the amount in effect at the time the fees are due.

7.2 Parkland In-Lieu Fees. The County as of the Effective Date does not require dedication of park land or payment of parkland in-lieu fees. The parties acknowledge that the Landowner has agreed to construct two parks on-site within the Project that will include public use. The larger of the two parks on the east side of the property will include ball fields, running and walking paths, picnic area and other seating, as well as landscaped areas. A smaller private park located within the Project, will function more as a neighborhood park and include children's playground benches, structures for picnics and other hardscape. No other requirements as to the provision of park lands or payment of parkland in-lieu fees shall be required for the Project.

7.3 Traffic Impact Fees – Off-Site Traffic – Project Contribution. If, pursuant to AB 1600, the County in the future adopts off-site area wide traffic mitigation fees payable by property owners generally in the Ukiah Valley area, the Landowner agrees to pay its fair share of such subsequently enacted area wide traffic impact fees to be applied prospectively to the phases of the Project that have not been developed, with the understanding that Landowner shall receive an appropriate credit for the costs of any off-site roadway or off-site traffic oriented improvements that Landowner has made because of the Project for those portions of such off-site improvements that exceed those required because of the impacts of the Project.

7.4 School Impact Fees. Landowner shall pay school impact fees for the residential units as developed in the Project based on the standards and requirements for the determination and calculation of such school impact fees that are in force and

effect as of the Effective Date. Payment of any such school impact fees for a Building in the Project shall be required at the time of the issuance of the building permits for each phase of such residential units.

7.5 Public Health and Safety Services Fees. Landowner agrees to pay its proportionate share of any subsequently enacted emergency service fees to include ambulance, fire, and police protection fees required by the County to serve the Project Area that are adopted within five years of Effective Date of this Development Agreement

7.6 Water District Fees. Landowner agrees to pay a capital improvement fee to fund the Project's share of the replacement and expansion of the Fircrest Drive water storage tank per Landowner's agreement with the Willow County Water District.

7.7 No Further Exactions. Except as provided in Sections 7.1-7.6, and without the intent of applying to actions taken by the County under Sections 6.2 - 6.7 as the application of New County Laws, the County shall not impose any further or additional Exactions upon the development of the Project, whether through the exercise of the police power, the taxing power, design review or any other means, other than those set forth in the Project Approvals and Existing County Laws and this Development Agreement.

ARTICLE 8. ADDITIONAL CONDITIONS.

8.1 Project Development Plan. It is understood that the Garden's Gate Project is to be developed substantially in accordance with the Project Site Plan that is attached to this Development Agreement as Exhibit "B". The Project Site Plan shall be subject to modifications that are submitted to and approved by the Director of Planning and Building.

8.2 Master Subdivision Improvement Plans (MSIP). Prior to recordation of the final map for first Phase of the Project after Unit One, Landowner shall submit the MSIP for review and approval by the County. The MSIP shall include at minimum: all onsite and offsite easements for roadways, drainage facilities, utilities, approximate lot elevations and detailed design for all improvements including those on and offsite, located within the existing and proposed public right of way and common areas. The design shall include all engineering reports to justify design, finished grades, cross sections, plan and profiles and details for all storm drain, sanitary sewer, water distribution systems, roadways, and roundabout improvements, as well as planmetric locations for all joint trench utilities.

8.3 Phasing of Project. The Landowner will be developing the Project in incremental stages as set forth on Exhibit "C" ("Project Phasing Plan") attached to this Amended Development Agreement. The Landowner will submit a Master Building Design Plan and Landscape Plan for each phase of the Project based upon the Project Site Plan and the Project Design Guidelines. The Master Building Design Plan and Landscape Plan for each phase of the Project shall be subject to design review by the Director of Planning and Building of the County with the Director of Planning and Building to deliver a report to the Planning Commission as to such Plans for such Phase being in material compliance with this Development Agreement, the Project Site Plan and the Project Design Guidelines. Landowner agrees to build Unit One as the first phase of the Project subject to the restrictions below.

A. Unit One will consist of development of Lots 1-4 inclusive as well as all infrastructure and on-site improvements necessary to adequately serve these lots including but not limited to: storm drainage facilities, public and private roads and driveways, streetscape and landscaping, lighting, sewer, water, electrical, gas and

telephone utilities. Such development shall not be subject to the Master CC&R's or Master Building Design Plan and Landscape Plan. Development of Unit One shall proceed pursuant to restrictions contained in the Declaration of Environmental and Land Covenants recorded at the time the final map is recorded as well. In lieu of the emergency access, developer agrees to provide fire sprinklers in all structures including Lots 1-4 and will continue to seek an alternative connection access to the South of the Project. Unit One parcels are subject to the EIR mitigation measures applicable thereto, and are subject their proportionate share of all subsequently enacted emergency medical fees, traffic mitigation fees, school impact fees as contained in this Amended Development Agreement.

B. The developer shall commence construction of the subsequent phases on the east side of the project near South State Street and develop the project in an orderly east to west manner. No phase will be opened for construction of residential structures unless and until all previously opened phases which lie east of the unopened phase, have been completed. The developer may commence construction on an unopened westerly phase if it lies contiguous with an opened phase to the east. A previously opened phase is defined as a phase upon which construction of any residential structure has been commenced. An unopened phase shall mean any phase on which no construction of any residence structure has been commenced. Notwithstanding the foregoing easterly development each phase of the project shall be so designed to provide for the ultimate development of all future phases of the project. All infrastructure to be developed shall be appropriately sized and located so as to be compatible with future phases and the MSIP.

C. The Community Park and Interim Entrance shall be constructed and completed contemporaneously with the first phase. The Neighborhood Park shall be constructed prior to the completion of street and utility improvements serving the first phase adjoining or westerly of the Neighborhood Park location.

D. Other than the sequencing of Unit One, the Project Phasing Plan is not intended to mandate the sequencing of Project development except as to compliance with the MSIP and is intended to set forth areas of the Project that are established as appropriate for areas for incremental stages of Project development, with the understanding that the sequencing of Project development may vary based upon market and development conditions.

8.3 Parcelization of Project. It is the intention under this Development Agreement that the Properties are to be subdivided into specific separate parcels. The specific parcels are shown on the Vesting Tentative Subdivision Map. The basic location, size, dimensions and setbacks for these individual parcels are to be as established by and pursuant to the Site Plan to be attached to this Development Agreement as the "Parcelization Plan".

A. Any subsequent Final Maps for such parcelization shall be in material compliance with the layout of parcelization on the Parcelization Plan and shall be processed in accordance with the requirements of the County for tentative subdivision maps that is in force and effect as of the Effective Date of this Development Agreement.

B. Final Maps may be filed for portions of the Project, in increments in accordance with the current County ordinances and the provisions of Government Code section 66456.1 of the California Subdivision Map Act.

8.4 Map Act Requirements. Review and approval of each final subdivision map shall be made in accordance with the conditions and requirements of the Vesting Tentative Map and other applicable conditions and requirements that are stated in the Project Approvals, including this Development Agreement. Conditions of each final subdivision map shall be consistent with those established under and by this Development Agreement and the other Project Approvals.

A. The processing, review and approval of the Final Subdivision Maps shall be administered in accordance with Existing County Laws. Any Final Subdivision Map that is consistent with this Development Agreement and the Vesting Tentative Map shall be deemed consistent with the other requirements for findings of consistency under the Map Act and County ordinances for such maps.

B. The Vesting Tentative Map is exempt from the requirements of Government Code section 66473.7, concerning water verifications, because the Project is a residential project with less than 500 housing units.

8.5 Future Tentative Maps. Landowner shall have the right, at any time, to apply for one (1) or more future tentative subdivision maps ("Future Tentative Maps"), relating to the subdivision of the 13.1 acre Remainder Parcel only.

8.6 Master Declaration of Covenants – Final Map Requirement. The Landowner shall cause to be prepared and submitted to the County for review a Master Declaration of Covenants, Restrictions and Easements for the Properties that integrates the parcels established by the Vesting Tentative Subdivision Map and Final Subdivision Maps, which shall be reviewed and approved by the County Counsel and Director of Planning before and as a condition of approval of any Final Subdivision Map for the Project by the County. The Master Declaration of Covenants, Restrictions and Easements shall include the Project Design Guidelines.

8.7 Timing of Development. In consideration of the significant benefits to the County of the development of the Project, and in order to promote and encourage the development of the Project in accordance with the Project Approvals, County agrees that the timing, sequencing and phasing of the development of the Project shall be as described in this Development Agreement and the Project Phasing Plan. Notwithstanding any other provision of this Development Agreement, nothing in this Development Agreement shall be construed to impose an affirmative duty upon Landowner to proceed with the development of the Project, or any portion thereof, if Landowner in its sole discretion decides not to proceed with the development of the Project, or any portion thereof. The vested rights of Landowner shall include the right of Landowner to develop the Project in accordance with the Project Phasing Plan. If development of the Project is delayed for reasons beyond the control of Landowner (such as a material change in economic conditions for a prolonged period of time such that a reasonably prudent real estate developer would be unwilling to proceed with the development of all or a portion of the Project) the Landowner shall not lose its development rights as herein established. Landowner shall have the right to make adjustments in the sequencing for the Project if reasonably necessary for the orderly and economic development of the Project, to accommodate the acceleration or deceleration of residential components of the Project and/or the efficient and economical installation of infrastructure for the Project, subject to approval by the Director of Planning. County is likewise not bound by the Landowner's schedule based on delays outside its control. Notwithstanding the foregoing, if Landowner should cease development under this Development Agreement and/or the other Project Approvals, Landowner shall complete or cause to be completed all of those off-site and other Project improvements for phases of development that have been commenced as of such time as are required to complete

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those utility and roadway systems and other such infrastructure improvements as are needed to assure the health and safety of occupants of the Project and the general public for such commenced phases of the Project, subject to the approval of the Director of Planning.

8.8 Storm Sewer Management Program. Pursuant to the Master Declaration of Covenants, a Homeowners Association (HOA) shall be established that details the provision for regular monitoring of the status of the vault and detention pond storage capacities as well as requirements for vault and detention pond cleanouts when necessary to maintain design storm water storage levels. The HOA will employ professional services, subject to prior approval by the County, to monitor implementation and maintenance and self-fund such professional services as needed to ensure all state and local requirements are met. Stormwater Control Treatment Best Management Practices measures shall be located on private property and shall be privately owned and maintained. The provisions for Stormwater Control Treatment Best Management Practices measures shall be stated in the Master Declaration of Covenants which shall be subject to the review and approval of the County Counsel prior to the approval of the final map for Phase 1 of the Project. The County shall be entitled to pursue such legal action as County deems appropriate against the Homeowners Association or any responsible property owner for damages based on improper maintenance of the storm sewer management program.

8.9 Subsequent Approvals. The Master Building Design Plan and Landscape Plan for each phase of the Project shall be subject to design review by the Director of Planning and Building of the County with the requirement that the Director of Planning and Building deliver a report to the Planning Commission as to such Plans for such Phase being in material compliance with this Development Agreement, the Project Site Plan and the Project Design Guidelines.

8.10 Construction of Off-Site Improvements. The Project Description includes construction of the following off-site improvements to be funded by the Landowner as follows:

A. After completion and inspection of the 100th housing unit, Landowner agrees to fund and construct a roundabout on South State Street at the intersection with Plant Road that shall be constructed consistent with the Project Plan for such Roundabout Improvements as shown on the Vesting Tentative Map, with the understanding that the final plans for such Roundabout Improvements, including but not limited to the design of the center of the Roundabout Improvements, including landscaping and any monument signage, shall be submitted to the County for design review approval prior to the commencement of construction of the Roundabout Improvements. Prior to constructing the roundabout in the interim when a standard four-leg intersection would be used for construction purposes, Landowner agrees to install a left-turn lane on the northbound South State Street intersection approach which mirrors the existing left turn lane on the southbound South State Street intersection approach. Landowner also agrees to provide eastbound project access intersection approach subject to approval of the Department of Transportation.

B. Landowner agrees to fund and construct a sidewalk on the west side of South State Street to begin at the intersection of South State Street and Plant Road, to run north to a point to be determined based on the equivalent costs to construct a sidewalk from the intersection of the westerly access point of Garden's Gate project with Oak Knoll Drive to North Court Road. Landowner shall commence and complete the

Off-Site Sidewalk improvements contemporaneously with construction and completion of first phase of development after Unit One.

8.11 Development Standards. The approved Project Master Plan as set forth on the Project Site Plan attached to this Development Agreement as Exhibit "B" shows and describes the approved lot configuration, and building setbacks and lot coverage for the Project as the basic Project development standards. The Project Design Guidelines set forth the standards for application of Project development standards. The approved development standards may vary from the requirements as generally applied by the County based upon and in consideration for the Landowner providing the affordable housing described in Paragraph 8.12, below as concessions and waivers under the State Density Bonus law. The approval of the Project Master Plan as set forth on the Project Site Plan attached to this Development Agreement as Exhibit "B" and the Project Design Guidelines shall be deemed to be an approval by the County of a variance from development standards of the applicable zoning as such Project development standards are shown and described on Exhibit "B" and as provided in the Project Design Guidelines.

8.12 Affordable Housing Requirement. Landowner has received certain concessions and waivers related to County zoning and land division code, including but not limited to lot size and configuration and setback and lot coverage requirements based on the agreement made by Landowner to construct 36 dwelling units that would be sold to qualifying moderate income families. The Inclusionary Housing Agreement between the Landowner and the County that is attached as Exhibit "D" provides for the details of the requirements related to the provision of affordable residential units within the Project by the Landowner as of the Effective Date of this Development Agreement. Landowner and the County agree that such affordable housing units shall be included by the Landowner within the Project on an incremental and phased basis, on a proportionate basis as the Project is built out, as set forth in the Inclusionary Housing Agreement, and such affordable housing units in a phase shall be completed simultaneously with market rate units for the phase of the Project in which such affordable housing units are located.

8.13 Insurance.

A. Public Liability and Property Damage Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than one million dollars (\$1,000,000) and a deductible of not more than ten thousand dollars (\$10,000.00) per claim. The policy so maintained by Landowner shall name County as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

B. Workers' Compensation Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain Workers' Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for its respective employees. Landowner agrees to indemnify County for any damage resulting from Landowner's failure to maintain any such insurance.

C. Evidence of Insurance. Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish County satisfactory evidence of the insurance required in Sections 8.13.1 and 8.13.2

and evidence that the carrier is required to give County at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to County, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Landowner performing work on the Project.

8.14 Permitted Delays; Supersedure by Subsequent Laws.

A. Permitted Delays. In addition to any specific provisions of this Agreement, performance by either Party of its obligations hereunder shall be excused during any period of delay, to the extent that delay is an actual cause of default, caused at any time by reason of acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to work in process by reason of fire, floods, earthquake, or other casualties, restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting Laws (including, without limitation, new or supplementary environmental regulations), litigation, acts or neglect of the other Party, or any other cause beyond the reasonable control of a Party. Each Party shall promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained. The Parties shall then meet and confer reasonably and in good faith to determine how to respond to the delay so as to meet the purposes and intent of this Agreement. The Term of this Agreement shall be extended by the period of any delay hereunder, not to cumulatively exceed seven (7) years.

B. Subsequent Laws. If any Laws made or enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the Parties shall meet and confer reasonably and in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. If such modification or suspension is infeasible, then Landowner shall have the right to terminate this Agreement by written notice to County. In addition, at Landowner's election, the Term of this Agreement may be extended for the duration of the period in which the new Law precludes compliance with the provisions of this Agreement for a period not to exceed 24 months. Landowner shall have the right to challenge the new Law preventing compliance with the terms of this Agreement and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

8.15 Dedication of Access Improvements. An access strip sufficient to accommodate the roundabout and the westerly extension of Plant Road to the satisfaction of the Department of Transportation and as shown on the Vesting Tentative Map shall be merged to Phase 1b through the Boundary Line Adjustment Process concurrent with the recording of Unit 1 (first unit) of the proposed subdivision. Further, any additional right of way that may be needed for development of subdivision access improvements along the South State Street corridor including drainage and frontage improvements, the extension of Plant Road (CR# 142), **Gobalet Lane improvements**, the Gobalet Lane/South State Street intersection and the roundabout within the South State Street corridor shall be offered for dedication to the County in fee simple with all costs borne by the applicant and/or subsequent grantees.

ARTICLE 9. AMENDMENT OR CANCELLATION.

9.1 Modification Because of Conflict with State or Federal Laws. In the event that State or Federal laws or regulations enacted after the Effective Date of this Development Agreement prevent or preclude compliance with one or more provisions of this Development Agreement or require changes in plans, maps or permits approved by County, the parties shall meet and confer in good faith in a reasonable attempt to modify this Development Agreement to comply with such Federal or State law or regulation. Any such amendment or suspension of the Agreement shall be approved by County Board of Supervisors in accordance with the County Code and this Development Agreement.

9.2 Amendment by Mutual Consent. This Development Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of Government Code section 65868.

9.3 Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 9.2, any amendments to this Development Agreement which do not relate to (a) the term of the Agreement; (b) the Permitted Uses of the Property [as provided in Sections 6.2 and 7.1]; (c) provisions for "significant" reservation or dedication of land; (d) the location and maintenance of on-site and off-site improvements; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings or (g) monetary contributions by Landowner as provided in this Development Agreement shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or County Board of Supervisors before the parties may execute an amendment hereto. The Director of Planning shall determine whether a reservation or dedication is "significant".

9.4 Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) the density or intensity of use of the Project; (d) the maximum height or size of proposed buildings, (e) monetary contributions by Landowner; (f) the location and maintenance of on-site and off-site improvements; or (g) any other issue or subject not identified as an "insubstantial amendment" in Section 9.3 of this Development Agreement, shall require an amendment of this Development Agreement. Such amendment shall be limited to those provisions of this Development Agreement, which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approval(s) shall not require amendment of this Development Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Development Agreement.

9.5 Cancellation by Mutual Consent. Except as otherwise permitted herein, this Development Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of the Government Code. Any fees paid pursuant to this Development Agreement prior to the date of cancellation shall be retained by County.

ARTICLE 10. ANNUAL REVIEW.

10.1 Review Date. The annual review date for this Development Agreement shall be approximately twelve (12) months from the date the Agreement is entered into.

10.2 Initiation of Review. The Director of Planning shall initiate the annual review by giving to Landowner written notice that County intends to undertake such review. Within thirty (30) days of County's notice, Landowner shall provide evidence to the Director of Planning to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon Landowner. County's failure to timely initiate the annual review is not an event of default under this Development Agreement and is not deemed to be a waiver of the right to do so at a later date; accordingly, Landowner is not deemed to be in compliance with the Agreement by virtue of such failure to timely initiate review.

10.3 Staff Reports. County shall deposit in the mail to Landowner a copy of all staff reports, and related Exhibits, concerning contract performance at least ten (10) days prior to any annual review.

10.4 Costs. All costs reasonably incurred by County in connection with the annual review shall be paid by Landowner.

10.5 Non-compliance with Agreement; Hearing. If the Director of Planning determines, on the basis of substantial evidence, that Landowner has not complied in good faith with the terms and conditions of the Agreement during the period under review, County Counsel, upon receipt of any report or recommendation from the Planning Commission, may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted, in accordance with the procedures of State law and the Mendocino County Code. As part of that final determination, County Board of Supervisors may impose conditions that it considers necessary and appropriate to protect the interest of County.

10.6 Appeal of Determination. The decision of County Board of Supervisors as to Landowner's compliance shall be final, and any Court action or proceeding to attack, review, set aside, void or annul any decision of the determination by the County shall be commenced within thirty (30) days.

ARTICLE 11. DEFAULT.

11.1 Default: Subject to any applicable extension of time, failure by any party to perform any term or provision of this Development Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Development Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party", and the party alleged to be in default shall be referred to as the "Party in Default". A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 11.2.A, and the Party in Default fails to cure such Event of Default within the applicable cure period.

11.2 Procedure Regarding Defaults.

A. Notice. The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

B. Cure. The Party in Default shall diligently endeavor to cure, correct or remedy the matter complained of, provided such cure, correction or remedy shall be completed within the applicable time period set forth herein after receipt of written notice (or such additional time as may be deemed by the Complaining Party to be reasonably necessary to correct the matter).

C. Failure to Assert. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party 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.

D. Notice of Default-Time to Cure. If an Event of Default occurs prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged default is such that it cannot practicably be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if: (a) the cure shall be commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other party that the cure cannot practicably be completed within such thirty (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given.

11.3 Legal Proceedings. Subject to the provisions of the foregoing Section 11.2, if the Party in Default fails to cure a default in a timely manner in accordance with the foregoing, the Complaining Party, at its option, may institute legal proceedings pursuant to this Development Agreement or, in the event of a material default, terminate this Development Agreement.

A. Notwithstanding the foregoing, upon any such Notice of Default being given, either Party may seek resolution of the matter by sending written notice to the other Party requesting mediation of the matter of the Notice of Default. If such request for mediation is delivered by one Party to the other Party then the following shall apply:

(1) Negotiation and Mediation. The Parties shall make every effort to meet and confer for the purposes of resolving the claim or dispute by good faith negotiations. If the Parties do not resolve the claim or dispute within thirty (30) days of the date of the Notice, or such other period as may be agreed upon by the Parties, either party shall have an additional thirty (30) days to submit the claim or dispute to mediation under the auspices of Judicial Arbitration & Mediation Services, Inc. (J.A.M.S.), or, if the Parties agree otherwise, to an independent mediator providing dispute resolution services in Mendocino County, California.

(a) All costs of mediation shall be borne equally by the Parties.

(b) If the claiming Party does not submit the dispute or claim to mediation within thirty days (30) after termination of negotiations, or does not appear for the mediation, the claiming Party shall be deemed to have waived the claim or dispute and the other Party shall be deemed to be released and discharged from any and all liability to the claiming Party on account of such claim or demand, provided however, that nothing herein shall be deemed to release the Party from liability to any other person other than the claiming Party.

(c) Any settlement of a claim or dispute through mediation shall be documented in writing by the mediator. If the parties do not settle the claim or dispute within thirty (30) days after submission of the matter to the mediation process or within such other time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings. The Termination of Mediation shall set forth that the Parties are at an impasse and the date that the mediation was terminated.

B. Upon the occurrence of an Event of Default, subject to subparagraph A, above, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Development Agreement, or in County's regulations governing development agreements, expressly including the remedy of specific performance of this Development Agreement.

11.4 Standards for Termination – Procedures for Termination.

A. **Standards.** A Party may Terminate this Agreement pursuant to Section 11.3 above on account of the commission by the other Party of an Event of Default only if, as a result of such Event of Default, the Party seeking to Terminate demonstrates, on the basis of substantial evidence in the record as a whole, that it will be deprived of a material benefit under this Agreement.

B. **Procedure for Termination.** If a Party concludes that it has the right to Terminate this Agreement pursuant to Section 11.3, such Party shall give to the other Party notice of its intent to terminate this Agreement. If County is the Party seeking to Terminate this Agreement, County shall then conduct a noticed public hearing before the County Board of Supervisors which public hearing shall be scheduled for the first regularly scheduled meeting of the County Board of Supervisors after the giving of public notice of such hearing in accordance with the applicable State Laws; and such notice of public hearing shall be given by County within thirty (30) days following the date County gives notice of its intent to Terminate this Agreement. At such hearing, County shall demonstrate on the record the grounds and basis on which it claims the right to terminate under Section 11.3 above. Upon conclusion of such public hearing, the County Board of Supervisors shall direct the County Chief Executive Officer to take whatever action the County Board of Supervisors deems necessary or appropriate in connection with County's notice of intent to Terminate, including to proceed with Termination of this Agreement, proceedings for modification of this Agreement, or any other action specified by the County Board of Supervisors in the exercise of its discretion. The public hearing hereunder shall be concluded within sixty (60) days after it has been opened by the County Board of Supervisors and the holding of such public hearing hereunder shall be a condition to the initiation by County of any proceeding at law or in equity in connection with a Party's Termination of this Agreement on account of an Event of Default. If Landowner is the Party exercising a right of Termination, Landowner shall give County at east forty-five (45) days notice of its intent to Terminate. During the 45-day period, the

Parties shall exercise good faith in attempting to resolve the conflict. If the matter cannot be resolved, only after expiration of the 45-day period may Landowner Terminate this agreement. Such Termination shall be made by sending written notice thereof to the County.

C. Effective Date of Termination. Termination of this Agreement by a Party on account of an Event of Default shall be effected on the later of (i) the date specified or required to be specified in a Party's notice of intent to Terminate, or (ii) in the case of the County, thirty (30) days after the conclusion of the public hearing pursuant to Section 11.3.B above unless, as a result of such public hearing, the County determines to take actions as an alternative to or in lieu of Termination, in which event County shall not have the right to Terminate this Agreement unless and until it has given a subsequent notice of Intent to Terminate pursuant to this Section 11.3.C.

D. Judicial Proceeding to Challenge Termination. Any challenge to a Party's Termination of this Agreement on account of an Event of Default by the other Party shall be subject to review in the Superior Court of the County of Mendocino pursuant to California Code of Civil Procedure section 1094.5(c) or other applicable law. Any challenge to a Party's claim that an Event of Default has occurred (which does not involve a purported Termination of this Agreement) shall be subject to review in the Superior Court of Mendocino County pursuant to California Code of Civil Procedure section 1094.5 or other applicable law, and such Court shall determine the appropriate standard of review.

E. Effect of Termination. If a Party Terminates this Agreement, such Termination shall not affect any right or duty emanating from any Project Approvals with respect to the Project or Property approved concurrently or subsequently to the approval of this Agreement, but the rights, duties and obligations of the Parties hereunder shall otherwise cease as of the date of such Termination. Upon Termination of this Agreement, County shall retain any and all benefits, including money or land, previously received by County or that should have been received by County as of the date of Termination under or in connection with this Agreement. Notwithstanding the foregoing provisions, no Termination of this Agreement shall prevent Landowner from completing and occupying buildings or other improvements authorized pursuant to valid building permits or certificates of occupancy previously approved by County or under construction at the time of Termination, unless the reason giving rise to the Termination independently affects such building permits or certificates of occupancy. As used herein, "construction" means work under a valid permit, and "completing" means completion for beneficial use or occupancy by Landowner, or if a portion of the Project is intended for use by a lessee or tenant and the lessee or tenant is responsible for completing the interior improvements, then for such portion "completing" shall mean such completion except for interior improvements, such as partitions, duct and electrical runouts, floor coverings, wall coverings, lighting, furniture, trade fixtures, finished ceilings, and other improvements typically constructed by or for tenants of buildings.

11.5 Default by County. If County does not accept, review, approve or issue necessary development permits or entitlements as defined by this Development Agreement, or as otherwise agreed to by the County and Landowner, or the County otherwise materially defaults under the terms of this Development Agreement, County agrees that Landowner or Landowner's successor shall not be obligated to proceed with or complete the Project, nor shall resulting delays in Landowner performance constitute grounds for termination or cancellation of this Development Agreement. In addition to any other rights or remedies, Landowner and any successor may institute legal or equitable proceedings to cure, correct or remedy any default, to specifically enforce any

covenant or agreement herein, to enjoin any threatened or attempted violation of the provisions of this Development Agreement, provided however, the Landowner waives any and all rights hereunder to seek damages against the County as a result of any such breach or alleged breach of the provisions of this Development Agreement.

11.6 Limitations on Actions. Any action by any third Person to attack, review, set aside, void or annul any action or decision taken by either Party under this Agreement shall not be maintained by such Person unless such action or proceeding is commenced within ninety (90) days after the date such decision or action is made or taken hereunder, or such shorter period as is prescribed by Law.

11.7 Estoppel Certificate. Either Party may, at any time, and from time to time, request written notice from the other Party requesting such Party to certify in writing that, (a) this Development Agreement is in full force and effect and a binding obligation of the Parties, (b) this Development Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (c) to the knowledge of the certifying Party the requesting Party is not in default in the performance of its obligations under this Development Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the Parties. Chief Executive Officer of County shall be authorized to execute any certificate requested by Landowner. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default.

ARTICLE 12. MORTGAGEE PROTECTION; CERTAIN RIGHTS OF CURE.

12.1 Mortgagee Protection. This Development Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Development Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

12.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 12.1 above, no Mortgagee shall have any obligation or duty under this Development Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Development Agreement.

12.3 Notice of Default to Mortgagee and Extension of Right to Cure. If County receives notice from a Mortgagee requesting a copy of any notice of default given Landowner hereunder and specifying the address for service thereof, then County shall deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to Landowner with respect to any claim by County that Landowner has committed an Event of Default. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the Event of Default claimed set forth in County's notice. County, through its Chief Executive

Officer, may extend the cure period provided in Section 11 2 D for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

ARTICLE 13. MISCELLANEOUS PROVISIONS

13.1 Negotiated Contract. Landowner and County agree that this Development Agreement is the product of extensive negotiation between Landowner and County and has been reviewed by legal representatives of each. The parties agree that any rule of construction which would interpret this contract against the drafting party or the party which caused the ambiguity or uncertainty, is waived by the parties, regardless of the application of California Civil Code section 1654 and any California case law to the contrary.

13.2 Severability. Except as set forth herein, if any term, covenant or condition of this Development Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Development Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Development Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Development Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

13.3 Full or Partial Invalidity or Unenforceability. If this Development Agreement in its entirety is determined by a court to be invalid or unenforceable, this Development Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Development Agreement shall be determined by a court to be invalid and/or unenforceable, or if any provision of this Development Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of California which became effective after the effective date of the Adopting Ordinance, then the remaining provisions of this Development Agreement shall nevertheless remain in force and effect.

13.4 Applicable Law. This Development Agreement shall be construed and enforced in accordance with the laws of the State of California.

13.5 Attorneys' Fees and Costs in Legal Actions by Parties to the Agreement. Should any legal action be brought by either party for breach of this Development Agreement or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the Court.

13.6 Attorneys' Fees and Costs in Legal Actions by Third Parties to the Agreement. If any person or entity not a party to this Development Agreement initiates an action at law or in equity to challenge the validity of any provision of this Development Agreement or the Project Approvals, the parties shall cooperate and appear in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action, and Landowner shall reimburse County for all reasonable court costs and attorneys' fees expended by County in defense of any such action or other proceeding.

13.7 Transfers and Assignments. From and after recordation of this Development Agreement against the Property, Landowner shall have the full right to assign this Development Agreement as to the Property, or any portion thereof, in

connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit "E" and the conveyance of Landowner's interest in the Property related thereto. Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner", with all rights and obligations related thereto, with respect to such conveyed property.

13.8 Agreement Runs with the Land. All of the provisions, rights, terms, covenants, and obligations contained in this Development Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Development Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property; (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

13.9 Bankruptcy. The obligations of this Development Agreement shall not be dischargeable in bankruptcy.

13.10 Indemnification. Landowner agrees to indemnify, defend and hold harmless County, and its elected and appointed boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability related to breach of contract and for any liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of County, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by County or another public entity (except as provided in an improvement agreement or maintenance bond)

13.11 Notices. All notices required by this Development Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to County shall be addressed as follows:

County of Mendocino
 Department of Planning and Building Services
 501 Low Gap Road, Room 1440
 Ukiah, CA 95482
 Attn: ~~Frank Lynch~~
 Nash Gonzalez

Notice required to be given to Landowner shall be addressed as follows:

UKIAH LAND, LLC
1751 Bollinger Lane
Sebastopol, CA 95472
Attention: Jack May

Either party may change the address stated herein by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

13.12 Reimbursement for Agreement Expense of County. Landowner agrees to reimburse County for actual expenses incurred over and above fees paid by Landowner as an applicant incurred by County directly relating to this Development Agreement, including attorneys' fees, recording fees, publishing fees and reasonable County staff and outside consultants' costs not otherwise included within application fees. Such reimbursable expenses and fees however shall not exceed \$11,000. This Development Agreement may be suspended, at County's option, until the fees provided for in this section, as well as any other processing fees owed by the applicant to the County for the Project are paid to the County. Upon payment of all expenses, the Landowner may request, and the County shall issue, written acknowledgment of payment of all fees. Such reimbursement shall be paid within thirty (30) days of presentation from the County to Landowner of a written statement of charges. Should any such fees be incurred after the date this Development Agreement is executed, such fees shall also be paid within thirty (30) days of presentation from the County to Landowner of a written statement of charges. Fees not paid when due to County shall be subject to a one-time five (5) percent late penalty charge if not paid within thirty (30) days and shall thereafter bear interest at the rate of eleven (11) percent per annum until collected.

13.13 Third Party Legal Challenge. If any legal action or special proceeding is commenced by any person or entity challenging this Development Agreement, or any provision herein, any of the actions involved with approving this Development Agreement, or challenging any of the other governmental review, analysis, decisions or action identified in the recitals section of this Development Agreement, the Landowner and County, agree to cooperate with each other in good faith to defend said lawsuit. County may however elect to tender (as provided below) the defense of any such class of lawsuit filed by a third person or entity, to the extent of any claims therein based on alleged defects in the procedures or compliance with applicable laws under which the Project was reviewed and/or approved and, if tendered by County, Landowner shall defend, indemnify and hold County harmless from such claims described in the previous paragraph. If, upon such tender, it appears to County that a conflict of interest would exist in the joint representation of the County and Landowner, then County may require the Landowner to hire and pay for a separate attorney without such conflict of interest to defend the County alone from the claims made against the County. County's tender of defense hereunder shall be made in a writing specifically identifying the lawsuit and the claims for which defense and indemnification hereunder are sought by County, which writing shall be delivered to the Landowner as soon as practicable. Provided that County has so tendered the defense of such Claim, the Landowner shall defend, hold, harmless, and indemnify County, its elected officials, officers, appointed officials, and employees from all damages, costs, and expenses incurred in the defense of such claims, including, but not limited to, attorneys' fees and expenses of litigation awarded to the prevailing party or parties in connection therewith. Neither the Landowner nor County shall settle without the consent of the other, which consent shall not be unreasonably withheld.

County and the Landowner shall keep the other informed of all material developments involving the resolution of any such claims.

13.14 Further Assurances. The Parties agree to execute such additional instruments and to undertake such actions as may be necessary to effectuate the intent of this Development Agreement.

13.15 Private Undertaking. County and Landowner agree that the Project is a private development and that County has no ownership interest in the Project except as authorized in the exercise of its governmental functions and except for any financing and lien rights as described in this Development Agreement.

13.16 Third Party Beneficiaries. This Development Agreement is made and entered into for the sole protection and benefit of Landowner and, County and their successors and assigns. No other person shall have any right of action based upon any provision in this Development Agreement. County and Landowner hereby renounce the existence of any third party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any Person third party beneficiary status. If any action or proceeding is instituted by any third Person challenging the validity of any provision of this Agreement, or any action or decision taken or made hereunder, the Parties shall cooperate in defending such action or proceeding.

13.17 Form of Agreement; Recordation; Exhibits. County shall cause this Development Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of the Effective Date

Any amendment or termination of this Development Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination.

This Development Agreement is executed in three duplicate originals, each of which is deemed to be an original.

This Development Agreement consists of 26 pages and the following acknowledgments and exhibits, which together constitute the entire understanding and agreement of the parties:

- Exhibit A - Property
- Exhibit B - Project Site Plan
- Exhibit C - Project Phasing Plan
- Exhibit D - Inclusionary Housing Agreement
- Exhibit E - Form of Assignment
- Exhibit F - Mitigation Monitoring Program
- Exhibit G - Declaration of Environmental and Land Covenants
- Exhibit H - Final Findings and Conditions of Approval October 6, 2009

[SIGNATURES TO BE PROVIDED ON THE FOLLOWING PAGE 26]


IN WITNESS WHEREOF, the County of Mendocino, a political subdivision of the State of California, has authorized the execution of this Amended Development Agreement in duplicate by its Chair of the Board of Supervisors and attested to by its County Clerk of the Board under the authority of Ordinance No. 4229-2009, adopted by the Board of Supervisors of the County on November 20, 2009, and Landowner has caused this Development Agreement to be executed.

"COUNTY"


"LANDOWNER"

COUNTY OF MENDOCINO,
a political subdivision of the State of California

UKIAH LAND, LLC,
a California limited liability company



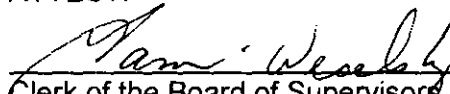
Chair of the Board of Supervisors
Carre Brown, Chair



JOHN PATRICK MAY

MGC

ATTEST:



Clerk of the Board of Supervisors **DEPUTY**

APPROVED AS TO FORM:

JEANINE B. NADEL, County Counsel

By 

Terry N. Gross, Deputy


CERTIFICATE OF ACKNOWLEDGEMENT

State of California)
) ss.
County of Mendocino)

On May 17, 2010, before me, Kristi Furman, Clerk of the Mendocino County Board of Supervisors, personally appeared Carre Brown who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.



Kristi Furman, Clerk
Mendocino County Board of Supervisors

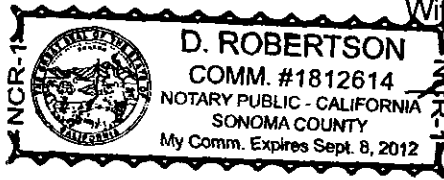
(SEAL AFFIXED)

(Seal)

STATE OF CALIFORNIA)
) SS
COUNTY OF SONOMA)

On 7/12 2010 before me,
D Robertson Notary Public, personally
appeared John Patrick May who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

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



Witness my hand and official seal.

(Signature)

[Seal]

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

On _____ 200__ before me,
_____, Notary Public, personally
appeared _____ who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

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

Witness my hand and official seal.

(Signature)

[Seal]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the County of Mendocino, State of California, described as follows:

Order Number: NCS-405891-SC

Page Number: 10

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Mendocino, State of California, described as follows:

PARCEL ONE:

ALL THAT REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF MENDOCINO, STATE OF CALIFORNIA, AND LYING WITHIN LOT 72 AND LOT 91, YOKAYO RANCHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON PIPE AS SHOWN ON "PARCEL MAP OF MINOR SUBDIVISION NO. 23-93", FILED IN MAP CASE 2, DRAWER 58, PAGES 77 AND 78, MENDOCINO COUNTY RECORDS, MARKING THE WEST LINE OF SOUTH STATE STREET AND THE NORTH LINE OF LOT 91, YOKAYO RANCHO; THENCE ALONG THE SAID NORTH LINE, SOUTH 89° 39' 29" WEST A DISTANCE OF 211.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 26' 31" WEST A DISTANCE OF 217.78 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 01° 12' 21" WEST, A RADIAL DISTANCE OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 178° 28' 20", A DISTANCE OF 467.24 FEET; THENCE SOUTH 00° 26' 31" WEST A DISTANCE OF 223.01 FEET TO THE SOUTH LINE OF SAID LOT 91; THENCE ALONG SAID SOUTH LINE, NORTH 89° 33' 29" WEST A DISTANCE OF 2,554.72 FEET TO THE WEST LINE OF SAID LOT 91; THENCE ALONG SAID WEST LINE NORTH 00° 41' 37" EAST A DISTANCE OF 705.86 FEET TO THE NORTH LINE OF SAID LOT 91; THENCE ALONG SAID NORTH LINE, NORTH 89° 39' 29" EAST A DISTANCE OF 459.93 FEET; THENCE LEAVING SAID NORTH LINE, NORTH 13° 22' 55" WEST A DISTANCE OF 198.52 FEET; THENCE NORTH 13° 30' 04" WEST A DISTANCE OF 174.09 FEET TO THE SOUTHERLY LINE OF OAK KNOLL ROAD (C.R. 252); THENCE ALONG SAID SOUTHERLY LINE NORTH 51° 30' 47" EAST A DISTANCE OF 60.05 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 13° 53' 00" EAST A DISTANCE OF 88.09 FEET; THENCE SOUTH 71° 45' 29" EAST A DISTANCE OF 52.73 FEET; THENCE NORTH 18° 32' 02" EAST A DISTANCE OF 33.63 FEET; THENCE NORTH 48° 42' 29" EAST A DISTANCE OF 10.19 FEET; THENCE NORTH 18° 07' 17" EAST A DISTANCE OF 99.96 FEET; THENCE SOUTH 71° 39' 25" EAST A DISTANCE OF 60.13 FEET; THENCE NORTH 18° 21' 50" EAST A DISTANCE OF 109.87 FEET TO THE SOUTHERLY LINE OF OAK COURT ROAD (C.R. 252A); THENCE ALONG SAID SOUTHERLY LINE SOUTH 71° 31' 03" EAST A DISTANCE OF 39.83 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 18° 11' 31" WEST A DISTANCE OF 109.23 FEET; THENCE SOUTH 71° 31' 25" EAST A DISTANCE OF 115.26 FEET; THENCE SOUTH 19° 08' 54" WEST A DISTANCE OF 65.83 FEET; THENCE NORTH 71° 54' 43" WEST A DISTANCE OF 134.31 FEET; THENCE SOUTH 19° 06' 44" WEST A DISTANCE OF 152.54 FEET; THENCE SOUTH 71° 54' 43" EAST A DISTANCE OF 134.21 FEET; THENCE SOUTH 63° 39' 14" EAST A DISTANCE OF 23.47 FEET; THENCE SOUTH 10° 07' 04" EAST A DISTANCE OF 88.19 FEET; THENCE SOUTH 08° 48' 30" EAST A DISTANCE OF 59.41 FEET TO THE NORTH LINE OF SAID LOT 91; THENCE ALONG SAID NORTH LINE NORTH 89° 39' 29" EAST A DISTANCE OF 1,832.18 FEET TO THE POINT OF BEGINNING.

BEING LOT '2' OF THE BOUNDARY LINE ADJUSTMENT B 36-2006, AS DISCLOSED BY THE DEED RECORDED APRIL 5, 2007 AS INSTRUMENT NO. 2007-6314, OFFICIAL RECORDS AND CORRECTED ON APRIL 27, 2007 AS INSTRUMENT NO. 2007-7881, OFFICIAL RECORDS.

PARCEL TWO:

A 60 FOOT WIDE ACCESS EASEMENT APPURTENANT TO PARCEL ONE ABOVE, OVER PARCEL

First American Title Insurance Company

Order Number: NCS-405891-SC

Page Number: 11

THREE, LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A ½" IRON PIPE AS SHOWN ON "PARCEL MAP OF MINOR SUBDIVISION NO. 23-93", FILED IN MAP CASE 2, DRAWER 58, PAGES 77 AND 78, MENDOCINO COUNTY RECORDS, MARKING THE WEST LINE OF SOUTH STATE STREET AND THE NORTH LINE OF LOT 91, YOKAYO RANCHO; THENCE ALONG THE SAID WEST LINE OF SOUTH STATE STREET, SOUTH 19° 36' 59" EAST A DISTANCE OF 175.77 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID LINE, SOUTH 54° 21' 32" WEST A DISTANCE OF 192.38 FEET TO A POINT ON THE EAST LINE OF THE ABOVE DESCRIBED LAND AND THE TERMINUS OF SAID EASEMENT.

PARCEL THREE:

ALL THAT REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF MENDOCINO, STATE OF CALIFORNIA, AND LYING WITHIN LOT 91, YOKAYO RANCHO, DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" IRON PIPE AS SHOWN ON "PARCEL MAP OF MINOR SUBDIVISION NO. 23-93", FILED IN MAP CASE 2, DRAWER 58, PAGES 77 AND 78, MENDOCINO COUNTY RECORDS, MARKING THE WEST LINE OF SOUTH STATE STREET AND THE NORTH LINE OF LOT 91, YOKAYO RANCHO, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTH LINE, SOUTH 89° 39' 29" WEST A DISTANCE OF 211.49 FEET; THENCE SOUTH 00° 26' 31" WEST A DISTANCE OF 217.78 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 01° 12' 21" WEST A RADIAL DISTANCE OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 178° 28' 20", A DISTANCE OF 467.24 FEET; THENCE SOUTH 00° 26' 31" WEST A DISTANCE OF 223.01 FEET TO THE SOUTH LINE OF SAID LOT 91; THENCE ALONG SAID SOUTH LINE, SOUTH 89° 33' 29" EAST A DISTANCE OF 222.37 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 19° 33' 13" WEST A DISTANCE OF 114.82 FEET; THENCE SOUTH 89° 32' 30" EAST A DISTANCE OF 260.53 FEET TO THE WEST LINE OF SOUTH STATE STREET; THENCE ALONG THE WEST LINE OF SOUTH STATE STREET, NORTH 19° 36' 59" WEST A DISTANCE OF 676.89 FEET TO THE POINT OF BEGINNING.

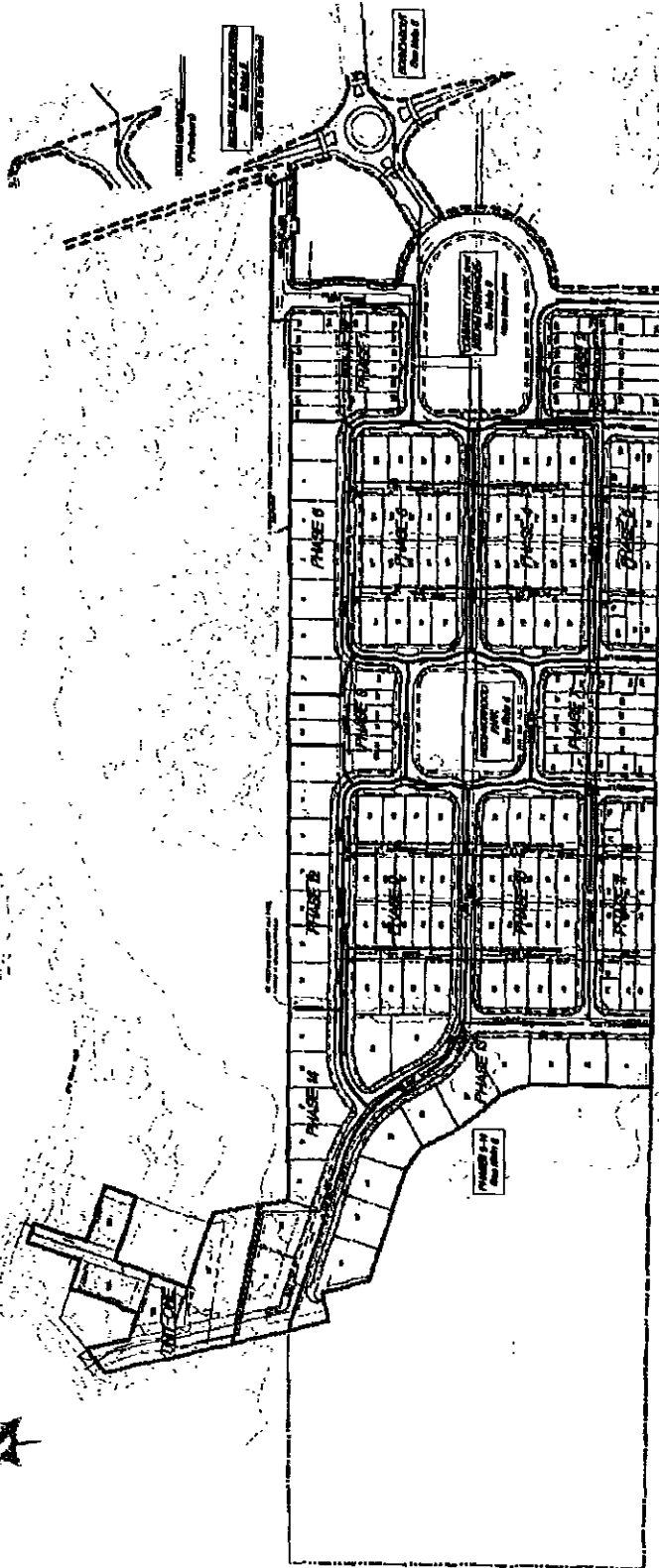
BEING LOT '1' OF THE BOUNDARY LINE ADJUSTMENT B 36-2006, AS DISCLOSED BY THE DEED RECORDED APRIL 5, 2007 AS INSTRUMENT NO. 2007-6313, OFFICIAL RECORDS.

APN: 184-110-29, 184-120-01 and 184-033-15, as to Parcel One; and 184-110-28, as to Parcel Three

First American Title Insurance Company

EXHIBIT B
PROPERTY DEPICTION [PROJECT SITE PLAN]

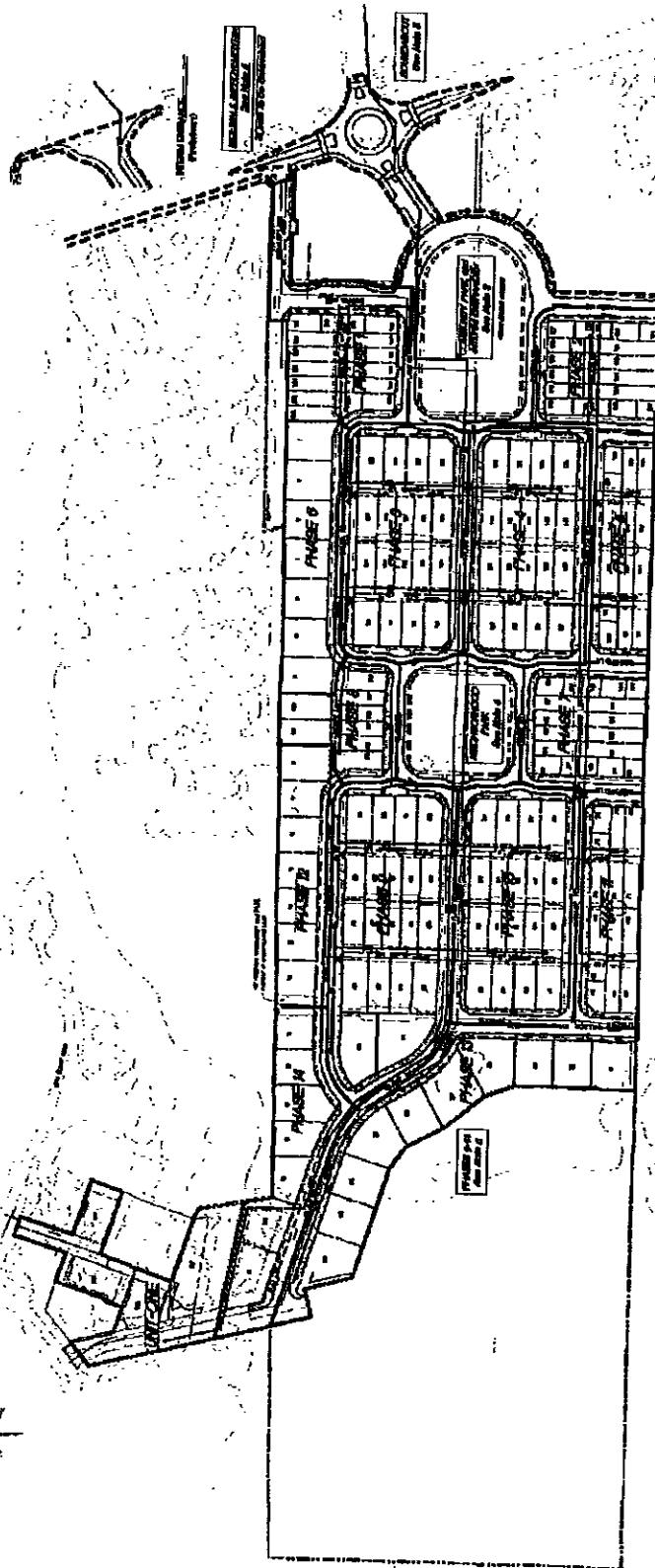
**VESTING TENTATIVE MAP
GARDENS GATE SUBDIVISION**



NOTICE: THE VESTING TENTATIVE MAP IS SUBJECT TO THE APPROVAL OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO. THE VESTING TENTATIVE MAP IS SUBJECT TO THE APPROVAL OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO. THE VESTING TENTATIVE MAP IS SUBJECT TO THE APPROVAL OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO.

	<p>INTEGRATED LAND, LLC 10000 SAN DIEGO AVENUE SAN DIEGO, CA 92131 TEL: 619-594-1234 WWW.INTEGRATEDLAND.COM</p>	<p>APPROVED FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO ON 05/11/10 AT 11:14 AM BY: [Signature]</p>	<p>APPROVED FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO ON 05/11/10 AT 11:14 AM BY: [Signature]</p>	
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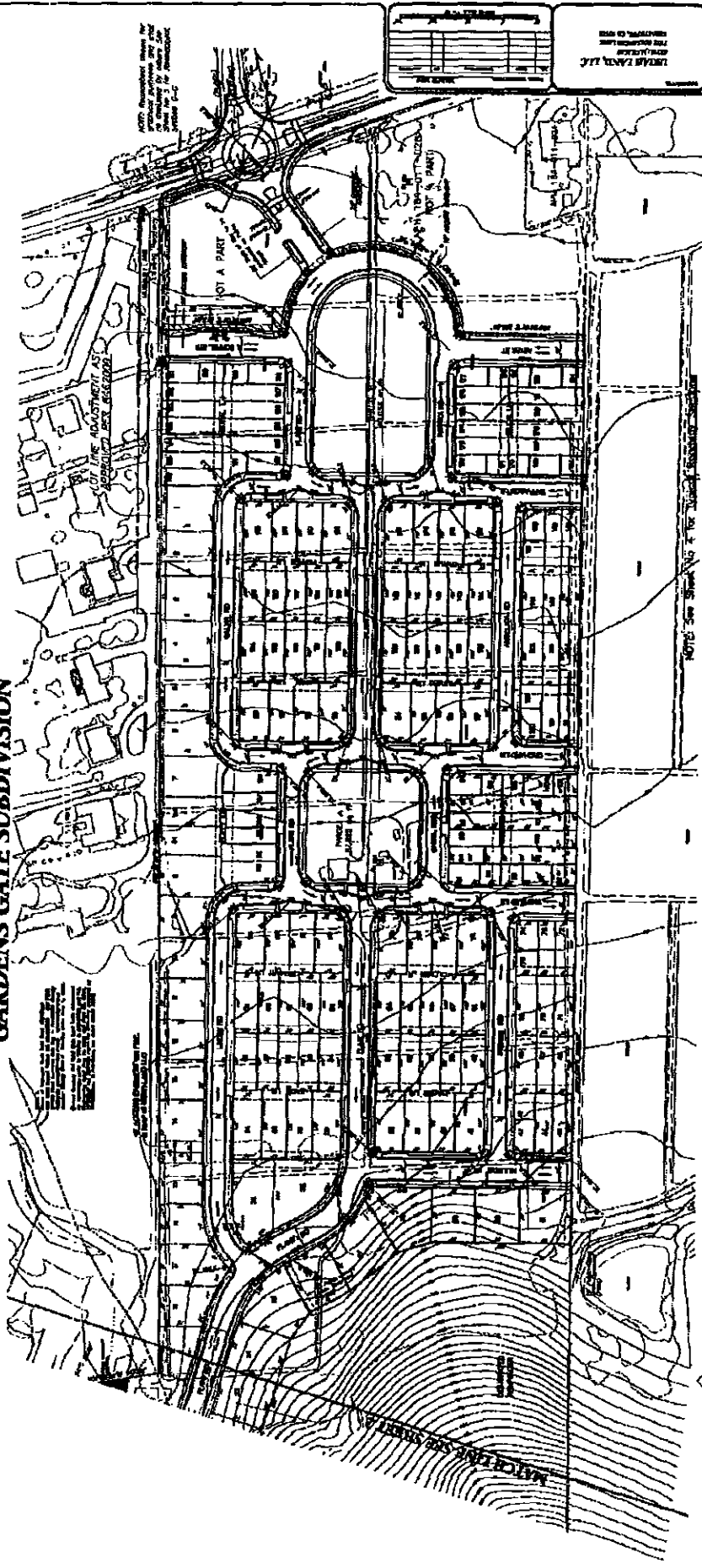
**VESTING TENTATIVE MAP
GARDENS GATE SUBDIVISION**



NOTES:
1. THIS TENTATIVE MAP IS PREPARED IN ACCORDANCE WITH THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT REGULATIONS.
2. THE TENTATIVE MAP IS SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL GOVERNMENT.
3. THE TENTATIVE MAP IS SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL GOVERNMENT.
4. THE TENTATIVE MAP IS SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL GOVERNMENT.
5. THE TENTATIVE MAP IS SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL GOVERNMENT.
6. THE TENTATIVE MAP IS SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL GOVERNMENT.
7. THE TENTATIVE MAP IS SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL GOVERNMENT.
8. THE TENTATIVE MAP IS SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL GOVERNMENT.
9. THE TENTATIVE MAP IS SUBJECT TO THE REVIEW AND APPROVAL OF THE LOCAL GOVERNMENT.

	<p>ONE TO TWO INCHES EIGHT EIGHTEEN INCHES ONE FOOT ONE AND ONE HALF INCHES TWO INCHES THREE INCHES FOUR INCHES SIX INCHES EIGHT INCHES TEN INCHES TWELVE INCHES FOURTEEN INCHES SIXTEEN INCHES EIGHTEEN INCHES TWENTY INCHES TWENTYFOUR INCHES THIRTY INCHES THIRTYSIX INCHES FORTY INCHES FORTYEIGHT INCHES SIXTY INCHES SEVENTY INCHES EIGHTY INCHES NINETY INCHES ONE FOOT</p>	<p>LANDY INVESTMENT REALTY SERVICES NVAJ SERVICES LANDY INVESTMENT REALTY SERVICES NVAJ SERVICES</p>	<p>LANDY INVESTMENT REALTY SERVICES NVAJ SERVICES LANDY INVESTMENT REALTY SERVICES NVAJ SERVICES</p>	
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**VESTING TENTATIVE MAP
GARDENS GATE SUBDIVISION**

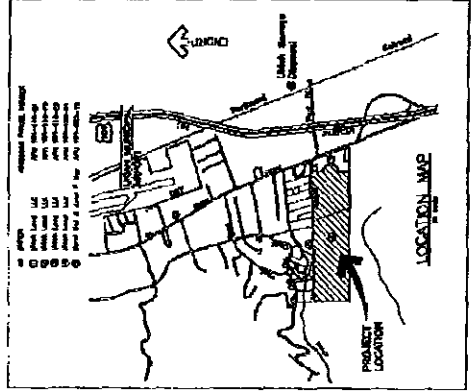


DEVELOPER
LITKIN LANDS, LLC
10000 W. 10th Ave., Suite 100
Denver, CO 80202
Tel: 303.755.1111

DESIGNER
KIMLEY-HORN AND ASSOCIATES, INC.
10000 W. 10th Ave., Suite 100
Denver, CO 80202
Tel: 303.755.1111

DATE
10/15/10

SHEET NO.
41 OF 41



LEGEND

Symbol	Description
---	Proposed Right-of-Way
---	Proposed Street
---	Proposed Sidewalk
---	Proposed Parking
---	Proposed Building Footprint
---	Proposed Driveway
---	Proposed Utility
---	Proposed Easement
---	Proposed Access
---	Proposed Fencing
---	Proposed Landscaping
---	Proposed Signage
---	Proposed Other

NOTES:

1. See Sheet No. 1 for General Information.
2. See Sheet No. 2 for Preliminary Billboard Granting Plan.
3. See Sheet No. 3 for Zoning Map.
4. See Sheet No. 4 for Conceptual Drainage Plan.
5. See Sheet No. 5 for Details, Sections & Misc.
6. See Sheet No. 6 for Vesting Tentative Map Phrasing.
7. See Sheet No. 7 for Eastern Portion of Site Plan and Utility One Detail.

SHEET INDEX

- 1 EASTERN PORTION OF SITE PLAN AND UTILITY ONE DETAIL
- 2 WESTING TENTATIVE MAP PHRASING
- 3 CONCEPTUAL DRAINAGE PLAN
- 4 ZONING MAP
- 5 PRELIMINARY BILLBOARD GRANTING PLAN

PROJECT INFORMATION

OWNER: LITKIN LANDS, LLC
10000 W. 10th Ave., Suite 100
Denver, CO 80202
Tel: 303.755.1111

DESIGNER: KIMLEY-HORN AND ASSOCIATES, INC.
10000 W. 10th Ave., Suite 100
Denver, CO 80202
Tel: 303.755.1111

DATE: 10/15/10

SHEET NO.: 41 OF 41

TITLE: VESTING TENTATIVE MAP
GARDENS GATE SUBDIVISION

PROJECT NO.: 10000 W. 10th Ave. 10000

SCALE: AS SHOWN

DATE: 10/15/10

BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

DATE: 10/15/10

NOTES:

1. This map is for general information only. It is not intended to be used for any other purpose.
2. The information on this map is based on the best available information at the time of preparation.
3. The information on this map is not intended to be used for any other purpose.
4. The information on this map is not intended to be used for any other purpose.
5. The information on this map is not intended to be used for any other purpose.
6. The information on this map is not intended to be used for any other purpose.
7. The information on this map is not intended to be used for any other purpose.
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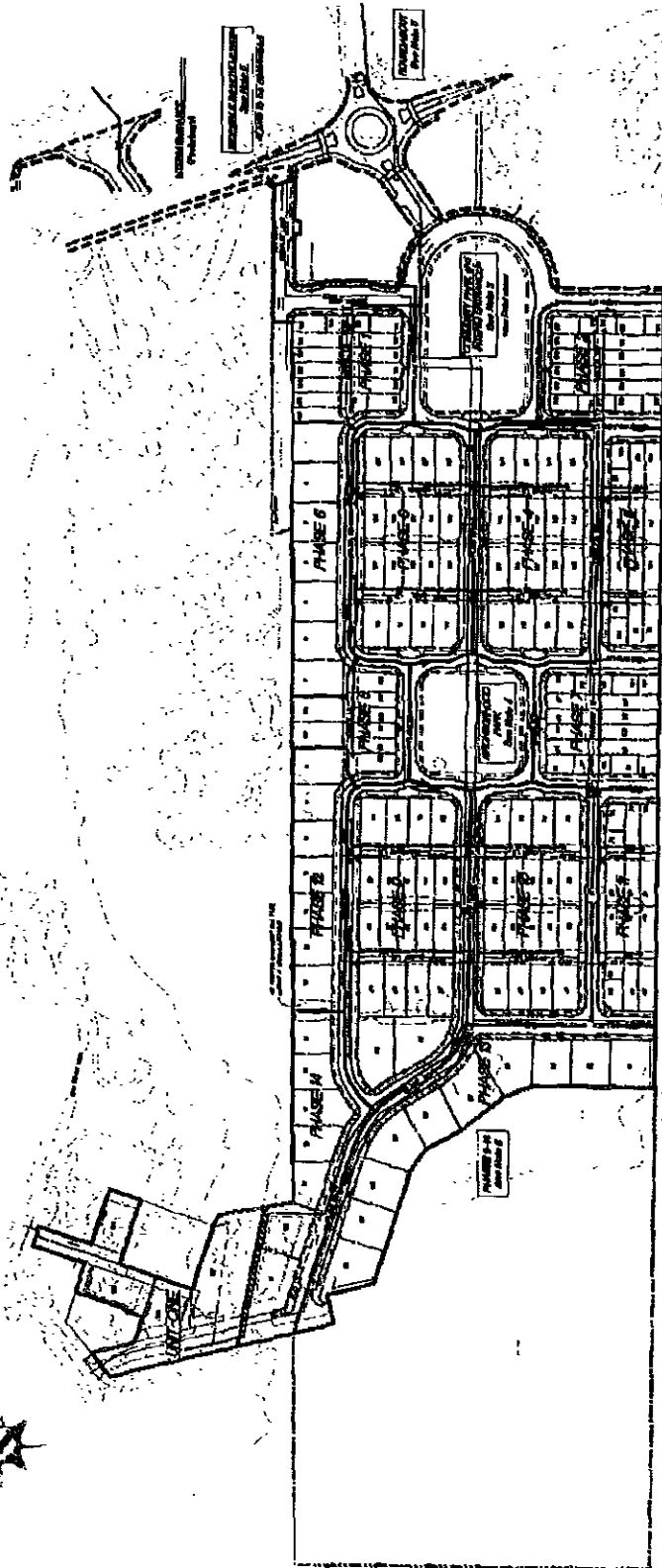
**VESTING TENTATIVE MAP
GARDENS GATE SUBDIVISION**

WESTERLY FORKION OF SITE PLAN

UNIT ORS- DEVELOPMENT PLAN

NOTE: See Sheet No 4 for Location, Boundaries, Schedules

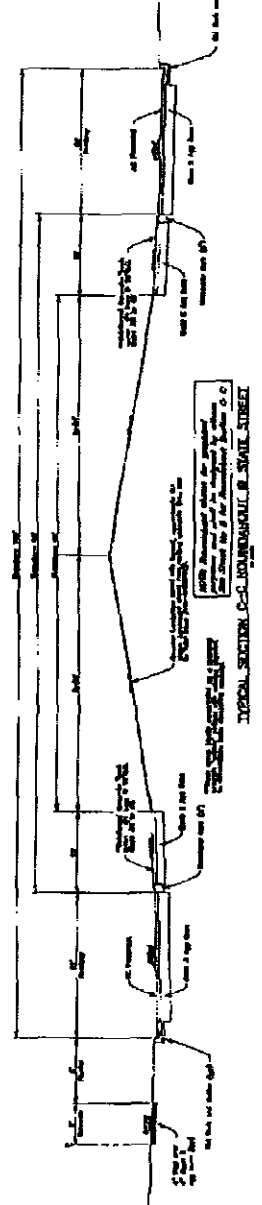
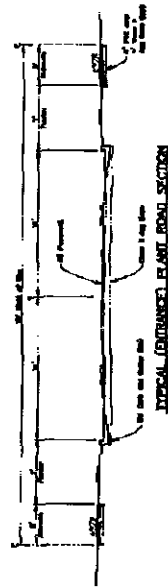
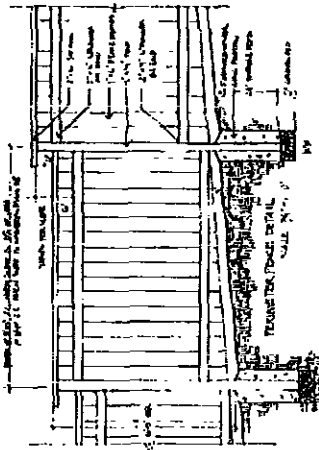
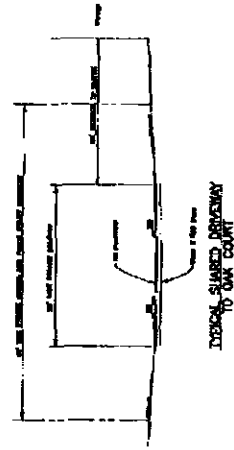
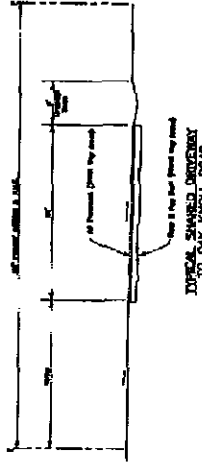
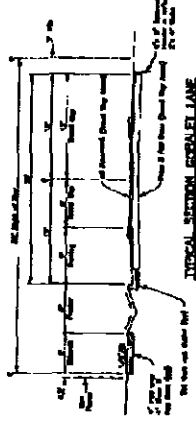
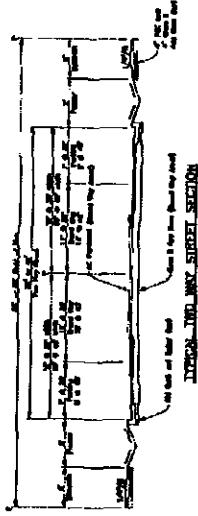
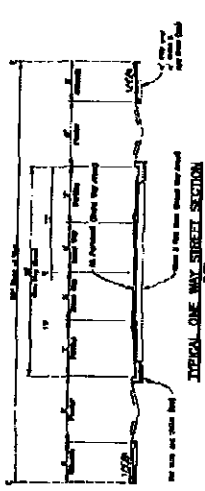
**VESTING TENTATIVE MAP
GARDENS GATE SUBDIVISION**



NOTES:
1. ALL LOTS SHALL BE DEVELOPED IN ACCORDANCE WITH THE ZONING ORDINANCE OF THE CITY OF GARDENS GATE, TEXAS.
2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GARDENS GATE, TEXAS.
3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE STATE OF TEXAS.
4. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE FEDERAL GOVERNMENT.
5. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
6. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE STATE GOVERNMENT.
7. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE FEDERAL GOVERNMENT.
8. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
9. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE STATE GOVERNMENT.
10. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE FEDERAL GOVERNMENT.

<p>KVA ENGINEERING & SURVEYING, INC. 10000 Katy Road, Suite 100 Houston, Texas 77054 Tel: 281-465-1111 Fax: 281-465-1112 www.kva-engineering.com</p>	<p>KVA ENGINEERING & SURVEYING, INC. 10000 Katy Road, Suite 100 Houston, Texas 77054 Tel: 281-465-1111 Fax: 281-465-1112 www.kva-engineering.com</p>	<p>KVA ENGINEERING & SURVEYING, INC. 10000 Katy Road, Suite 100 Houston, Texas 77054 Tel: 281-465-1111 Fax: 281-465-1112 www.kva-engineering.com</p>	<p>KVA ENGINEERING & SURVEYING, INC. 10000 Katy Road, Suite 100 Houston, Texas 77054 Tel: 281-465-1111 Fax: 281-465-1112 www.kva-engineering.com</p>
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VESTING TENTATIVE MAP
GARDENS GATE SUBDIVISION



Professional Engineer Seal: DELIA THOMAS, License No. 10000, State of California. Includes a table with project information and a signature block.

**EXHIBIT C
PROJECT PHASING PLAN**

⋮
⋮
⋮
⋮
⋮

**EXHIBIT D
INCLUSIONARY HOUSING AGREEMENT**

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

County of Mendocino
County Administrative Office
501 Low Gap Road
Ukiah, CA 95482
Attn: Planning and Building Department

No fee for recording pursuant to
Government Code Section 27383

(Space above for Recorder's Use)

BOS AGREEMENT # 10-043A

INCLUSIONARY HOUSING AGREEMENT

(Master Developer – Inclusionary For Sale Units)

GARDEN'S GATE

This **INCLUSIONARY HOUSING AGREEMENT** ("Agreement") is entered into as of this 20th day of November 2009, by and between the County of Mendocino, a political subdivision of the State of California (the "County"), and Ukiah Land, LLC (the "Developer"), with reference to the following facts:

- A. Developer is the owner of certain real property in the County of Mendocino, California described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").
- B. For the purposes of this Agreement, Developer currently intends to construct a total of 197 residential units known as Garden's Gate Development (hereinafter referred to as the "Master Development") on the Property, and has applied for a vesting subdivision map for the Property (File # _____). Included in those 197 residential units, are 36 inclusionary units affordable at moderate income levels.
- C. This project includes a density bonus pursuant to Government Code section 65915 in exchange for which the Developer agrees to construct, or cause to be constructed, on-site single family ownership for-sale housing units as further described in Sections 3 through 5 below (the "Inclusionary Units") and to sell them to moderate income households at affordable purchase prices as described in Sections 6 through 9 below. The affordable units shall remain affordable for a term of 30 years.
- D. This Agreement is executed in conjunction with the First Approval for a total of 161 market rate housing units (the "Market Rate Units") and for 36 Inclusionary Units in the Master Development Agreement.
- E. This agreement shall be executed and recorded against the Property prior to the recordation of the final map in the case of subdivision of the Property.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

Section 1. Definitions. In addition to those terms defined in the Recitals to this Agreement, the following terms have the following meanings in this Agreement:

(a) "Affordable" means average monthly housing payments, including mortgage loan principal and interest, any associated loan insurance fees, property taxes and assessments, an allowance for property maintenance and repairs established by the County pursuant to the size of the home, homeowners' insurance, a reasonable allowance for utilities, and homeowners' association dues, which during the first (1st) calendar year of a household's occupancy, are equal to or less than: one-twelfth (1/12th) of thirty-five percent (35%) of one hundred ten percent (110%) of Median Income, adjusted for household size based on the number of bedrooms in the unit. In accordance with the Department of Real Estate guidelines, under no circumstances shall the amount of homeowners' association dues, assessments, and other costs assessed against the affordable unit be greater than the percentage difference of the sales costs of the affordable units to the sales costs of the market rate units.

Adjustments for household size based on the number of bedrooms in the unit and amounts utilized for utility allowances and other monthly housing cost factors, including assumed mortgage interest rates, loan insurance fees, maintenance and repair allowances, homeowners' insurance, property tax and assessment costs, and homeowners' association dues, shall be as provided by the County or its designee.

(b) "Approval" means any planned unit development or planned community development approval, subdivision approval, use permit, building permit or combined development permit for a residential development.

(c) "County" shall mean the County or its designee, representative or other agency responsible for the County duties described herein.

(d) "Eligible Buyer" means a Moderate Income Household who has been determined by the County or its designee to be income and asset eligible to purchase an Inclusionary Unit.

(e) "First Approval" means the first Approval to occur with respect to the Master Development.

(f) "Homebuyer/County Deed of Trust" means the deed of trust, in the form provided by the County, executed by each buyer of an Inclusionary Unit at the time of purchase of the Inclusionary Unit that secures the buyer's performance under the Resale Agreement and the Homebuyer/County Note.

(g) "Homebuyer/County Note" means the promissory note, in the form provided by the County, executed by each buyer of an Inclusionary Unit at the time of purchase of the Inclusionary Unit.

(h) "Inclusionary Unit Property" means the legal parcel(s) of land on which the Inclusionary Units will be constructed, together with any Inclusionary Units and appurtenant improvements constructed on such land.

(i) "Maximum Initial Sales Price" means the purchase price for Inclusionary Units that are Affordable to Moderate Income Households.

(j) "Median Income" means the median household income as determined periodically by HUD for the Mendocino County Statistical Area and updated on an annual basis.

(k) "Moderate Income Household" means a household, with an annual income which does not exceed one hundred twenty percent (120%) of the Median Income, adjusted for household size, and with household assets which do not exceed the maximum asset limitation for purchasers of inclusionary units set forth by the County or its designee.

(l) "Moderate Income Inclusionary Unit" means an inclusionary unit reserved for occupancy by Moderate Income Households at an Affordable sales price.

(m) "Referral List" shall mean the list of Eligible Buyers of the Inclusionary Units provided by the County or its designee to the Developer pursuant to Section 7 below.

(n) "Resale Restriction" means a Buyer's Occupancy and Resale Restriction Agreement, in the form provided by the County or its designee, to be executed by each buyer of an Inclusionary Unit and recorded against the Inclusionary Unit at the time of purchase by the buyer.

Section 2. Satisfaction of Inclusionary Housing Obligation and Conditions of Approval. The Inclusionary Housing conditions of the First Approval shall be satisfied with respect to the Property if the following conditions are met: (a) Developer constructs or causes to be constructed the Inclusionary Units meeting the requirements of Sections 3 through 5 below, in compliance with the schedule set forth in Section 6 below and the Inclusionary Units are sold to homebuyers in compliance with Sections 7 through 9 below. An amendment to this Agreement will be required to receive final subdivision map or other County approval for additional housing units on the Property above the requested total of 161 Market Rate Units identified by Developer in the First Approval application, to make any changes to the Inclusionary Units as they are described in Sections 3 through 5 of this Agreement, or to otherwise change the terms of this Agreement.

Number of Inclusionary Units. As a condition to the satisfaction of Developer's inclusionary housing requirements for the Master Development, Developer shall construct, or cause to be constructed, at least 36 Inclusionary Units, which shall be Moderate Income Inclusionary Units. Such units shall be included in the construction of each Phase, except for Phases 1(a) as indicated on Exhibit B to this Agreement entitled "Affordable Housing Lot Summary".

Section 3. Location of Inclusionary Units. The Inclusionary Units shall be constructed on the Property in the location(s) shown or described in the attached Exhibit B. The Inclusionary Units shall be scattered on the Property, intermingled with the Market Rate Units. The legal parcel(s) of land on which the Inclusionary Units will be constructed, together with any Inclusionary Units and appurtenant improvements constructed on such land, is referred to herein as the "Inclusionary Unit Property".

Section 4. Appearance, Size and Bedroom Count. The Inclusionary Units shall be detached single family homes and/or town homes as follows. Thirty-five (35%) shall be one (1) bedroom homes; fifty-percent (50%) shall be two (2) bedroom homes; and fifteen percent (15%) shall be three (3) bedroom homes. The Inclusionary Units are to be constructed on-site with the Market Rate Units, they shall be of the same general design and appearance as the Market Rate Units with the same average number of bedrooms per unit as the Market Rate Units and shall be subject to the Project Design Guidelines. The Inclusionary Units shall include one, two, or three bedroom units in the numbers and with the square footage indicated in Exhibit C to this Agreement.

Section 5. Schedule for Developing Inclusionary Units. Developer shall provide the Inclusionary Units pursuant to the following schedule and as described in Exhibit D:

(a) Prior to recordation of the vesting parcel map, this Agreement shall be duly executed by the County and the Developer and recorded against the Property.

(b) If Developer contracts with an affordable housing developer to develop the Inclusionary Units, Developer shall obtain prior County approval of the developer and proposed development agreement for the units ("Affordable Housing Development Agreement"), which approval shall not be unreasonably withheld. The Affordable Housing Development Agreement shall describe with particularity the financial arrangements for the construction of the Inclusionary Units, the restrictions applicable to sale of the Inclusionary Units, and the record keeping obligations for the marketing and sale of the units.

(c) Upon satisfying the applicable conditions stated in Section 5(a)-(b) above, as well as satisfaction of all other requirements for issuance of building permits, the County will release building permits for each phase as submitted by Developer per Phasing Schedule attached hereto as Exhibit D as follows:

(d) Except for Phase 1(a), which does not include any affordable units, for all other Phases of construction, foundations for the affordable units shall be subject to final approval prior to approval of foundations or any other construction related to market rate units. No foundation permits will be approved and/or issued for any subsequent phase of construction until certificates of occupancy are issued for the affordable units in the preceding phase. If the project does not proceed in Phases, Developer and Director of Planning and Building Services shall negotiate in good faith to structure construction so that the issuance of subsequent construction permits are premised on prior completion of affordable units.

(e) For the final phase of construction, prior to issuance of any building permits for any market rate unit in that phase, the Developer will provide a bond with a construction cost inflation factor to ensure construction of affordable units. The Director of Planning and Building shall approve the bonding source.

Section 6. Sale by Developer to Eligible Buyers; County Inclusionary Homebuyer Waiting List. Following completion of each phase of construction, the Developer shall market and sell the Inclusionary Units to Moderate Income Households at affordable purchase prices as described in Section 8 below simultaneous to offering for sale the market rate units. The County shall determine buyer income eligibility, utilizing County Median Income figures, definitions of gross income, and asset test standards developed by the County or its designee. No later than sixty (60) days preceding the anticipated date of issuance of a certificate of occupancy for an Inclusionary Unit, the Developer shall provide the County or its designee with written notice of the availability of the Inclusionary Unit for sale, including the type (detached or attached), size (square footage and number of bedrooms), location, with specific reference to this Agreement by date and name of the Developer who executed the Agreement and location of the Property described in Exhibit A of this Agreement. No later than fifteen (15) business days after receipt of such notice, the County or its designee shall provide to Developer a Referral List with the names, addresses, and telephone numbers of at least five (5) households from the County's Inclusionary Homebuyer Eligibility Waiting List, with income and asset eligibility to purchase the Inclusionary Unit verified by the County. Developer shall conduct all additional screening and selection of applicants. The Developer shall contact the persons on the Referral List and offer the Inclusionary Unit to such persons in the order provided in the Referral List. Developer shall market the Inclusionary Units only to the households referred by the County and shall select an eligible Buyer for the Inclusionary Unit from the list of households provided by the County. Developer may at any time contact the County to request additional referrals if necessary. Selected applicants shall be responsible for obtaining their own financing for the Inclusionary Units. Developer shall comply with applicable fair housing laws in the marketing and sale of the Inclusionary Units, and Developer shall conduct marketing efforts in both English and Spanish. Purchase contracts between Developer and Eligible Buyers shall include requirements that buyers execute documents for the benefit of the County described in Section 9 below.

Section 7. Affordable Purchase Prices. The Inclusionary Units shall be sold to Eligible Buyers at prices that do not exceed Maximum Initial Sales Prices calculated pursuant to the formula specified by the County or its designee. Maximum Initial Sales Prices for the Inclusionary Units in effect for the first twelve (12) months following the date of this Agreement (and subject to change thereafter) are shown in Exhibit E attached hereto and incorporated herein. Developer shall notify the Department thirty (30) days prior to offering an Inclusionary Unit for sale to allow the County adequate time to calculate and notify the Developer of the Maximum Initial Sales Prices currently applicable to such units. Developer acknowledges and agrees that Maximum Initial Sales Prices are determined based on current income levels in the County, changes to which are published annually by the United States Department of Housing and Urban Development, the number of bedrooms in the Inclusionary Unit, and the County's determination of prevailing mortgage interest rates, homeowners' association dues,

property taxes and assessments, and insurance costs, all of which are subject to change from time to time. Developer agrees that the Maximum Initial Sales Prices of the Inclusionary Units shall be calculated by the County in its reasonable exercise of discretion in interpreting the requirements and shall be binding upon Developer. The Maximum Initial Sales Price established for each Inclusionary Unit by the County shall be the absolute maximum price that the Developer may charge for the Inclusionary Unit or may receive as compensation for the Inclusionary Unit. The Developer may not charge or receive any additional amount for an Inclusionary Unit regardless of whether the additional amount is (a) for options, upgrades or additional improvements to the unit, (b) paid through escrow or outside of escrow, (c) paid prior to, after or as part of the purchase escrow or (d) paid in cash or in kind.

Section 8. Release of Affordable Units That Do Not Sell. The affordable units that do not sell shall be subject to an in-lieu fee. The County will be given the first option to purchase the affordable unit. If the County declines to purchase the unit, the Developer may sell the unit at the market rate and shall convey to the County an amount equal to the difference between the average total development cost for the unit and the cost of providing that unit to the appropriate household with an income of 100% of median income. The fee will be based on contemporaneous estimates of land and construction costs for an average single family dwelling unit in the subdivision area and the County or its designee shall calculate the in-lie fees at the time of sales and payment shall be made in full within 30 days of the sale of the unit.

Section 9. Homebuyer Documents and Security Instruments. Prior to the sale of each Inclusionary Unit, Developer shall ensure that:

(a) The Eligible Buyer and the County execute a Resale Restriction as provided by Government Code section 65915. The Resale Restriction shall be recorded against the Inclusionary Unit Property at close of escrow on the Sale to the Eligible Buyer. The Resale Restriction shall be recorded junior only to the lien of the deed of trust securing the Eligible Buyer's first mortgage loan, unless otherwise approved in writing by the County. The Resale Restriction shall apply for a term of thirty (30) years from the date of first transfer and include provisions for an Equity Sharing Agreement should a transfer occur prior to the 30-year term.

(b) The Eligible Buyer signs a Homebuyer/County Note that obligates the Eligible Buyer to pay the County any excess sales proceeds received by the Eligible Buyer if the Eligible Buyer fails to comply with the Resale Restriction on resale of the Inclusionary Unit.

(c) The Eligible Buyer signs a Homebuyer/County Deed of Trust to secure performance of the Buyer's covenants under the Resale Restriction and payment of the amounts due under the Homebuyer/County Note if the Eligible Buyer fails to comply with the terms of the Resale Restriction. The Homebuyer/County Deed of Trust shall be recorded against the Inclusionary Unit, subordinate only to the Resale Restrictions and the lien for the first mortgage loan obtained by the homebuyer to finance the purchase of the Inclusionary Unit (and second mortgage loan if such loan is provided by a public agency which requires such subordination).

Section 10. County Approval of Documents. The following documents, to be approved in writing by the County, shall be used in connection with the development and sale of the Inclusionary Units. Approval of the following documents by the County shall be required prior to the issuance of building permits for the Inclusionary Units.

(a) A management and marketing plan consistent with the terms of this Agreement.

(b) A schedule of Maximum Initial Sales Prices for the Inclusionary Units, subject to adjustment to reflect published changes in County income levels and County administrative procedures (to be prepared by the County, following Developer's request).

(c) Form of Purchase and Sale Agreements for sale of the Inclusionary Units (to be prepared by Developer and submitted to the County).

(d) Form of Resale Restriction, Homebuyer/County promissory note, and Homebuyer/County Deed of Trust (to be prepared by the County or its designee, following Developer's request).

(e) The preliminary Department of Real Estate public report for the Master Development, including the Inclusionary Units, if any (to be obtained by the Developer and submitted to the County).

Section 11. Compliance Reports, Inspections, Monitoring. Following completion of construction of any of the Inclusionary Units, the Developer under penalty of perjury, shall submit monthly to the Department of Planning and Building Services on the first (1st) calendar day of each month, commencing thirty (30) days following the date of issuance of a final certificate of occupancy for the first Inclusionary Unit to be completed and continuing until all Inclusionary Units have been sold to Eligible Buyers a compliance report. Developer shall retain all records related to compliance with obligations under this Agreement for a period not less than five (5) years from the date of sale of all units in the Master Development, and make them available to County employees or others designated by the County for inspection and copying on five (5) business days' written notice. Developer shall permit County employees or others designated by the County to inspect the Property to monitor compliance with this Agreement following two (2) business days' written notice to Developer. The County shall be further entitled to monitor compliance with this Agreement and the Developer shall cooperate fully in such monitoring.

Section 12. Release of Property From Agreement. The covenants and conditions herein contained shall apply to and bind, during their respective periods of fee ownership, Developer and its heirs, executors, administrators, successors, transferees, and assignees having or acquiring any right, title or interest in or to any part of the Property and shall run with and burden such portions of the Property until terminated in accordance with this Section 12. Until portions of the Property are released from the burdens of this Agreement pursuant to this Section 12, the owners of fee title to the Property shall expressly make the conditions and covenants contained in this Agreement a part of any deed or other instrument conveying any interest in such

property. Upon issuance of final certificates of occupancy for one hundred percent (100%) of the Inclusionary Units, the Property, except for the Inclusionary Unit Property, shall be released from the burdens of this Agreement. As Inclusionary Units are sold to Eligible Buyers in compliance with this Agreement, and Resale Restrictions and Homebuyer/County Deeds of Trust are recorded against the Inclusionary Units, the portions of the Inclusionary Unit Property sold to Eligible Buyers shall be released from the burdens of this Agreement.

Section 13. Default and Remedies. Failure of the Developer to cure any default in the Developer's obligations under the terms of this Agreement within thirty (30) days after the delivery of a notice of default from the County will constitute a default under this Agreement and a failure to satisfy the conditions of Approval with respect to the Property and the requirements of the Ordinance and, in addition to remedies for breach of this Agreement, the County may exercise any and all remedies available to it under the Subdivision Map Act, Chapter 18.40, or otherwise, with respect to the Developer's failure to satisfy the conditions of Approval including but not limited to:

(a) withholding, conditioning, suspending or revoking any permit, license, subdivision approval or map, or other entitlement for the Master Development, including without limitation final inspections for occupancy and/or certificates of occupancy;

(b) instituting against the Developer, or other parties, a civil action for declaratory relief, injunction or any other equitable relief, or relief at law, including without limitation an action to rescind a transaction and/or to require repayment of any funds received in connection with such a violation;

(c) where one or more persons have received financial benefit as a result of violation of this Agreement, the County may assess, and institute legal action to recover as necessary, a penalty in any amount up to and including the amount of financial benefit received, in addition to recovery of the benefit received;

(d) prosecuting a misdemeanor against any person who has sold a residential unit at a price exceeding the maximum allowed under this Agreement or to a household not qualified under this Agreement,

(e) any other means authorized under the ^{Mendocino}~~Monterey~~ County Code.

Section 14. Remedies Cumulative. No right, power, or remedy given to the County by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such document, or by any statute or otherwise against Developer and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 15. Attorneys' Fees and Costs. The County shall be entitled to receive from the Developer or any person violating the requirements of this Agreement, in addition to any remedy otherwise available under this Agreement or at law or equity, whether or not litigation is instituted, the costs of enforcing this Agreement, including without limitation reasonable attorneys' fees and the costs of County staff time.

Section 16. Appointment of Other Agencies. At its sole discretion, the County may designate, appoint or contract with any other public agency, for-profit or non-profit organization to perform some or all of the County's obligations under this Agreement.

Section 17. Hold Harmless. Developer will indemnify and hold harmless (without limit as to amount) County and its elected officials, officers, employees and agents in their official capacity (hereinafter collectively referred to as "Indemnities"), and any of them, from and against all loss, all risk of loss and all damage (including expense) sustained or incurred because of or by reason of any and all claims, demands, suits, actions, judgments and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of or relating in any manner to the Master Development, the Inclusionary Units, or Developer's performance or non-performance under this Agreement, and shall protect and defend Indemnities,

Section 18. Insurance Requirements. Until the sale of Inclusionary Units to Eligible Buyers in compliance with this Agreement, Developer and its successors and assigns acquiring title to the Inclusionary Unit Property shall obtain, at their expense, comprehensive general liability insurance for development of the Inclusionary Units, naming Indemnities as additional named insureds with aggregate limits of not less than Five Million Dollars (\$5,000,000), for bodily injury and death and property damage, including coverages for contractual liability and products and completed operations, purchased by Developer or its successors or assigns from an insurance company duly licensed to engage in the business of issuing such insurance in the State, with a current Best's Key Rating of not less than A-V, such insurance to be evidenced by an endorsement which so provides and delivered to the Department prior to the issuance of any building permit for the Inclusionary Units.

Section 19. Notices. All notices required pursuant to this Agreement shall be in writing and may be given by personal delivery or by registered or certified mail, return receipt requested, to the party to receive such notice at the addressed set forth below:

TO THE COUNTY:

County of Mendocino
County Administrative Office
501 Low Gap Road
Ukiah, California 95432
Attn: Department of Planning and Building Services

With a copy to:

County of Mendocino
Office of County Counsel
County Administrative Office
501 Low Gap Road
Ukiah, California 95432

Attn: Perry Gross

TO THE DEVELOPER:

Ukiah Land LLC
1751 Bollinger Lane
Sebastopol CA 95472

Attn: Jarel May

Any party may change the address to which notices are to be sent by notifying the other parties of the new address, in the manner set forth above.

Section 20. Integrated Agreement. This Agreement constitutes the entire Agreement between the parties and no modification hereof shall be binding unless reduced to writing and signed by the parties hereto.

Section 21. Duration and Amendment of Agreement. This Agreement shall remain in effect for so long as the Property is subject to inclusionary housing obligations pursuant to vesting tentative map. This Agreement, and any section, subsection, or covenant contained herein, may be amended only upon the written consent of the County Department of Planning and Building Services, who shall have authority to approve or disapprove minor or technical amendments on behalf of the County. If the amendment makes a substantive or material change to this Agreement, it shall be effective only following approval of the governmental authority that gave the First Approval for the Master Development.

Section 22. No Claims. Nothing contained in this Agreement shall create or justify any claim against the County by any person that Developer may have employed or with whom Developer may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the Property or the construction of the Master Development.

Section 23. Applicable Law. This Agreement shall be governed by California law.

Section 24. Waivers. Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Developer or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Developer to perform any obligation under this Agreement shall not operate as a

waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Developer shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 25. Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 26. Multiple Originals; Counterpart. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 27. Recording of Agreement. The Developer shall cause this Agreement to be recorded against the Property and the Inclusionary Unit Property (if Inclusionary Units are to be constructed offsite), in the Official Records of the County of Mendocino.

Section 28. Severability. In the event any limitation, condition, restriction, covenant, or provision contained in this Agreement is to be held invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall nevertheless, be and remain in full force and effect.

Section 29. Exhibits. The following exhibits are attached to this Agreement:

- Exhibit A Legal Description of the Property
- Exhibit B Location of Inclusionary Units
- Exhibit C Income Level, Size and Bedroom Count of Inclusionary Units
- Exhibit D Phasing Schedule
- Exhibit E Maximum Initial Sales Prices for Inclusionary Units and Maximum Income Level of Homebuyer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

DEVELOPER:

COUNTY:

WELAH LAND LLC, a
California LIMITED LIABILITY COMPANY

County of Mendocino, a political
subdivision of the State of California

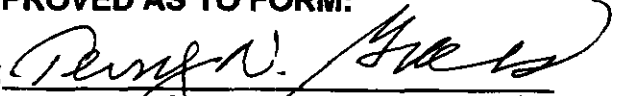
By: [Signature]

By: [Signature]

Its: MANAGER

Its: CHAIR, BOARD OF SUPERVISORS
Carre Brown, Chair

APPROVED AS TO FORM:

By: 
County Counsel

ATTEST:

Kristi Purman, Clerk of the Board
Mendocino County Board of Supervisors


DEPUTY

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Mendocino

On 4-8-10 before me, Janet Clark
(here insert name and title of the officer)

personally appeared John May

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

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

WITNESS my hand and official seal.

Janet Clark
Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form
- Signature of the notary public must match the signature on file with the office of the county clerk
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Inclusionary Housing
(Title or description of attached document)

Agreement
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

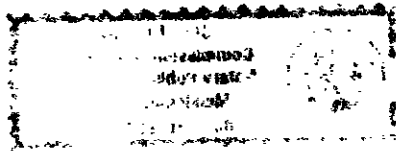


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the County of Mendocino, State of California, described as follows:

Order Number: NCS-405891-SC

Page Number: 10

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Mendocino, State of California, described as follows:

PARCEL ONE:

ALL THAT REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF MENDOCINO, STATE OF CALIFORNIA, AND LYING WITHIN LOT 72 AND LOT 91, YOKAYO RANCHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A ½" IRON PIPE AS SHOWN ON "PARCEL MAP OF MINOR SUBDIVISION NO. 23-93", FILED IN MAP CASE 2, DRAWER 58, PAGES 77 AND 78, MENDOCINO COUNTY RECORDS, MARKING THE WEST LINE OF SOUTH STATE STREET AND THE NORTH LINE OF LOT 91, YOKAYO RANCHO; THENCE ALONG THE SAID NORTH LINE, SOUTH 89° 39' 29" WEST A DISTANCE OF 211.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 26' 31" WEST A DISTANCE OF 217.78 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 01° 12' 21" WEST, A RADIAL DISTANCE OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 178° 28' 20", A DISTANCE OF 467.24 FEET; THENCE SOUTH 00° 26' 31" WEST A DISTANCE OF 223.01 FEET TO THE SOUTH LINE OF SAID LOT 91; THENCE ALONG SAID SOUTH LINE, NORTH 89° 33' 29" WEST A DISTANCE OF 2,554.72 FEET TO THE WEST LINE OF SAID LOT 91; THENCE ALONG SAID WEST LINE NORTH 00° 41' 37" EAST A DISTANCE OF 705.86 FEET TO THE NORTH LINE OF SAID LOT 91; THENCE ALONG SAID NORTH LINE, NORTH 89° 39' 29" EAST A DISTANCE OF 459.93 FEET; THENCE LEAVING SAID NORTH LINE, NORTH 13° 22' 55" WEST A DISTANCE OF 198.52 FEET; THENCE NORTH 13° 30' 04" WEST A DISTANCE OF 174.09 FEET TO THE SOUTHERLY LINE OF OAK KNOLL ROAD (C.R 252); THENCE ALONG SAID SOUTHERLY LINE NORTH 51° 30' 47" EAST A DISTANCE OF 60.05 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 13° 53' 00" EAST A DISTANCE OF 88.09 FEET; THENCE SOUTH 71° 45' 29" EAST A DISTANCE OF 52.73 FEET; THENCE NORTH 18° 32' 02" EAST A DISTANCE OF 33.63 FEET; THENCE NORTH 48° 42' 29" EAST A DISTANCE OF 10.19 FEET; THENCE NORTH 18° 07' 17" EAST A DISTANCE OF 99.96 FEET; THENCE SOUTH 71° 39' 25" EAST A DISTANCE OF 60.13 FEET; THENCE NORTH 18° 21' 50" EAST A DISTANCE OF 109.87 FEET TO THE SOUTHERLY LINE OF OAK COURT ROAD (C.R. 252A); THENCE ALONG SAID SOUTHERLY LINE SOUTH 71° 31' 03" EAST A DISTANCE OF 39.83 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 18° 11' 31" WEST A DISTANCE OF 109.23 FEET; THENCE SOUTH 71° 31' 25" EAST A DISTANCE OF 115.26 FEET; THENCE SOUTH 19° 08' 54" WEST A DISTANCE OF 65.83 FEET; THENCE NORTH 71° 54' 43" WEST A DISTANCE OF 134.31 FEET; THENCE SOUTH 19° 06' 44" WEST A DISTANCE OF 152.54 FEET; THENCE SOUTH 71° 54' 43" EAST A DISTANCE OF 134.21 FEET; THENCE SOUTH 63° 39' 14" EAST A DISTANCE OF 23.47 FEET; THENCE SOUTH 10° 07' 04" EAST A DISTANCE OF 88.19 FEET; THENCE SOUTH 08° 48' 30" EAST A DISTANCE OF 59.41 FEET TO THE NORTH LINE OF SAID LOT 91; THENCE ALONG SAID NORTH LINE NORTH 89° 39' 29" EAST A DISTANCE OF 1,832.18 FEET TO THE POINT OF BEGINNING.

BEING LOT '2' OF THE BOUNDARY LINE ADJUSTMENT B 36-2006, AS DISCLOSED BY THE DEED RECORDED APRIL 5, 2007 AS INSTRUMENT NO. 2007-6314, OFFICIAL RECORDS AND CORRECTED ON APRIL 27, 2007 AS INSTRUMENT NO. 2007-7881, OFFICIAL RECORDS.

PARCEL TWO:

A 60 FOOT WIDE ACCESS EASEMENT APPURTENANT TO PARCEL ONE ABOVE, OVER PARCEL

First American Title Insurance Company

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THREE, LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A ½" IRON PIPE AS SHOWN ON "PARCEL MAP OF MINOR SUBDIVISION NO. 23-93", FILED IN MAP CASE 2, DRAWER 58, PAGES 77 AND 78, MENDOCINO COUNTY RECORDS, MARKING THE WEST LINE OF SOUTH STATE STREET AND THE NORTH LINE OF LOT 91, YOKAYO RANCHO; THENCE ALONG THE SAID WEST LINE OF SOUTH STATE STREET, SOUTH 19° 36' 59" EAST A DISTANCE OF 175.77 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID LINE, SOUTH 54° 21' 32" WEST A DISTANCE OF 192.38 FEET TO A POINT ON THE EAST LINE OF THE ABOVE DESCRIBED LAND AND THE TERMINUS OF SAID EASEMENT.

PARCEL THREE:

ALL THAT REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF THE COUNTY OF MENDOCINO, STATE OF CALIFORNIA, AND LYING WITHIN LOT 91, YOKAYO RANCHO, DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" IRON PIPE AS SHOWN ON "PARCEL MAP OF MINOR SUBDIVISION NO. 23-93", FILED IN MAP CASE 2, DRAWER 58, PAGES 77 AND 78, MENDOCINO COUNTY RECORDS, MARKING THE WEST LINE OF SOUTH STATE STREET AND THE NORTH LINE OF LOT 91, YOKAYO RANCHO, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTH LINE, SOUTH 89° 39' 29" WEST A DISTANCE OF 211.49 FEET; THENCE SOUTH 00° 26' 31" WEST A DISTANCE OF 217.78 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 01° 12' 21" WEST A RADIAL DISTANCE OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 178° 28' 20", A DISTANCE OF 467.24 FEET; THENCE SOUTH 00° 26' 31" WEST A DISTANCE OF 223.01 FEET TO THE SOUTH LINE OF SAID LOT 91; THENCE ALONG SAID SOUTH LINE, SOUTH 89° 33' 29" EAST A DISTANCE OF 222.37 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 19° 33' 13" WEST A DISTANCE OF 114.82 FEET; THENCE SOUTH 89° 32' 30" EAST A DISTANCE OF 260.53 FEET TO THE WEST LINE OF SOUTH STATE STREET; THENCE ALONG THE WEST LINE OF SOUTH STATE STREET, NORTH 19° 36' 59" WEST A DISTANCE OF 676.89 FEET TO THE POINT OF BEGINNING.

BEING LOT '1' OF THE BOUNDARY LINE ADJUSTMENT B 36-2006, AS DISCLOSED BY THE DEED RECORDED APRIL 5, 2007 AS INSTRUMENT NO. 2007-6313, OFFICIAL RECORDS.

APN: 184-110-29, 184-120-01 and 184-033-15, as to Parcel One; and 184-110-28, as to Parcel Three

First American Title Insurance Company

EXHIBIT B

LOCATION OF INCLUSIONARY UNITS

Exhibit C

NEW

Phase	Lots	Affordable Lots		Bedrooms		
				1 17%	2 58%	3 25%
1	16	4	25%	1	2	1
2	18	4	22%	2	1	1
3	18	4	22%	0	3	1
4	18	1	6%	0	0	1
5	14	6	43%	1	5	0
6	7	0	0%	0	0	0
7	18	2	11%	1	1	0
8	2	4	50%	0	4	0
9	20	3	15%	0	2	1
10	18	2	11%	0	0	2
11	14	4	29%	1	2	1
12	7	0	0%	0	0	0
13	10	0	0%	0	0	0
14	7	2	29%	0	1	1
261	4	0	0%	0	0	0
Total	197	36		6	21	9

Exhibit D

NEW

Phase	Lot No.	Lot Type	Unit Type	Bedroom
1	162	p	Tower Duplex	2
1	163	P	Tower Duplex	3
1	190	o	Cottage Duplex	2
1	191	n	Cottage Duplex	1
2	181	p	Tower Duplex	3
2	182	o	Cottage Duplex	2
2	183	n	Cottage Duplex	1
2	184	t	Garden House	1
3	132	e	Garden Court	2
3	136	e	Garden Court	2
3	138	e	Garden Court	2
3	158	b	Boulevard	3
4	154	b	Boulevard	3
5	118	p	Tower Duplex	2
5	119	p	Tower Duplex	2
5	148	p	Tower Duplex	2
5	149	p	Tower Duplex	2
5	150	n	Cottage Duplex	1
5	151	o	Cottage Duplex	2
7	88	n	Cottage Duplex	1
7	89	o	Cottage Duplex	2
8	87	p	Tower Duplex	2
8	106	p	Tower Duplex	2
8	107	P	Tower Duplex	2
8	108	q	Boulevard	2
9	55	e	Garden Court	2
9	57	e	Garden Court	3
9	61	e	Garden Court	2
10	78	b	Boulevard	3
10	79	a	Boulevard	3
11	46	p	Tower Duplex	3
11	47	p	Tower Duplex	2
11	74	n	Cottage Duplex	1
11	75	o	Cottage Duplex	2
14	18	g	Vineyard	3
14	19	e	Garden Court	2
	36			

EXHIBIT E**MAXIMUM INITIAL SALES PRICES FOR INCLUSIONARY UNITS AND MAXIMUM
INCOME LEVEL OF HOMEBUYER**

(effective only for twelve (12) months from date of Agreement – subject to change thereafter pursuant to Administrative Manual)

A. Maximum Initial Sales Price.

1. Moderate Income Units \$ _____

B. Maximum Income of Homebuyers (4 person household)

1. Moderate Income \$ _____

EXHIBIT E

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Mendocino

Attn: County Clerk

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

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO GARDEN'S GATE**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this 20th day of October 2009, by and between Ukiah Land, LLC, a Limited Liability Corporation (hereinafter "Landowner"), and County of Mendocino, a political subdivision of the State of California, (hereinafter "Assignee").

RECITALS

On October 20, 2009, County of Mendocino and Landowner entered into that certain agreement entitled "Development Agreement By and Between County of Mendocino and Ukiah Land, LLC Relative to the Development known as Garden's Gate (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Landowner agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Mendocino County on August 5, 2010, as Instrument No. 2010-10920.

Landowner intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel 184-110-28 and more particularly identified and described in Exhibit A and Exhibit B, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

Landowner desires to assign and Assignee desires to assume all of Landowner's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Landowner and Assignee hereby agree as follows:

Landowner hereby assigns, effective as of Landowner's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel. Landowner retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Landowner.

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Development Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Landowner as the "Landowner" under the Development Agreement with respect to the Assigned Parcel.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

The Notice Address described in Section 14.11 of the Development Agreement for the Landowner with respect to the Assigned Parcel shall be:


IN WITNESS HEREOF, the parties hereto have executed this Development Agreement as of the day and year first above written. This Development Agreement may be signed in identical counterparts.

LANDOWNER:

ASSIGNEE:

UKIAH LAND, LLC,
a California limited liability company

a _____

By: 

By: _____

Its: 

Print Name: _____
Title: _____

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

On _____ 200__ before me, _____
Notary Public, personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

(Signature)

[Seal]

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

On _____ 200__ before me, _____
Notary Public, personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

(Signature)

[Seal]

EXHIBIT "F"
MITIGATION MEASURES MONITORING PROGRAM

EXHIBIT "A" - GARDEN'S GATE SUBDIVISION - MITIGATION MONITORING AND REPORTING PROGRAM

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>Geology</p>	<p>3.1-A: Improvements built on the site would be subject to seismic ground shaking, which could cause the failure of those improvements and risk to human health.</p> <p>3.1-A.1: A final geotechnical report shall be prepared that incorporates the recommendations set forth in the 2005 RGH Report as modified by mitigation measures recommended in this EIR. The project applicant shall design project structures and foundations to withstand expected seismic forces in accordance with the California Building Code as adopted by the County of Mendocino. Since the project site is located within Seismic Zone 4 it is considered potentially seismically active. The County shall not issue building permits until seismic design criteria are reviewed and approved. During construction adherence to design criteria shall be monitored, and a final report issued documenting conformance prior to occupancy.</p>	<p>Project Engineer Project Geotechnical Consultant</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Mendocino County Dept. of Planning & Building Services (Planning Dept.)</p>	<p>Planning Dept. Approval of Final Map</p>
<p>3.1-B: Seismically induced ground failure, including liquefaction and densification, would cause improvements to fail and risk to human health.</p> <p>3.1-B.1: Potentially unstable surface soils shall be remediated by strengthening the soils during site grading. The strengthening will be achieved by excavating the weak soils and replacing them as properly compacted engineered fill. All site grading and foundation constructions shall follow the recommendations of the Geotechnical Engineer of record for the project. The process will include excavation of surface soils and placement of all fill soils at a minimum of 90 percent compaction relative to the maximum dry density near the optimum moisture content as determined in accordance with ASTM D 1557. Site soils will be tested during construction</p>	<p>Project Engineer</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept.</p>	<p>Planning Dept. Prior to building construction</p>	

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<p>by the Geotechnical Engineer-of-Record or by a Special Inspector to confirm that minimum standards are met. A final report documenting results of fill testing will be submitted to the County of Mendocino Department of Planning and Building Services and will be subject to the review of that department.</p>				
<p>3.1-C: Potentially unstable slopes or underlying soils could cause the failure of improvements and risk to human health.</p>	<p>3.1-C-1: Cut and fill slopes should be designed and constructed as slope gradients of 2h:1v or flatter, unless otherwise approved by the Geotechnical Engineer-of-record in specified areas. The interior slopes of the retention basin should be inclined no steeper than 3h:1v. If steeper slopes are required, retaining walls shall be used. Fill slopes steeper than 2h:1v will require the use of a Geogrid reinforcing material to increase stability. Fill slopes shall be constructed by overfilling and cutting the slope to final grade. Graded slopes shall be planted with fast-growing, deep-rooted groundcover to reduce sloughing and erosion.</p> <p>Fills placed on terrain sloping at 5h:1v or steeper shall be continually keyed and benched into firm, undisturbed bedrock or firm soil. The benches shall allow space for the placement of select fill of even thickness under settlement sensitive structural elements supported directly on the fill.</p> <p>3.1-C-2: Retaining walls shall be designed to retain planned cut slopes for the 10 hillside lots that exceed 2h:1v in slope steepness and for the sidewalk between the project access and Oak Court Road. These cuts are planned to</p>	<p>Project Engineer Project Geotechnical Consultant</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept.</p>	<p>Planning Dept. Prior to building construction</p>
		<p>Project Engineer Project Geotechnical Consultant</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept.</p>	<p>Planning Dept. Prior to building construction</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<p>be as great as 13 feet in height. The Geotechnical Engineer-of-record shall provide revised recommendations for retaining walls if needed to meet current building code requirements. All retaining walls shall be designed by a State of California Registered Civil Engineer in accordance with requirements of the 2007 California Building Code including seismic design considerations. Retaining wall design shall be reviewed by the County of Mendocino Department of Planning and Building Services to ensure conformance with state and local building code requirements.</p>				
	<p>3.1-C.3: Plan Review will be performed by the County of Mendocino Department of Planning and Building Services to ensure conformance with grading and drainage requirements. The Geotechnical Engineer-of-Record shall prepare a geotechnical review letter documenting that plans meet with the intent of geotechnical recommendations.</p>	Project Geotechnical Consultant	During construction	Planning Dept.	Planning Dept. Prior to building construction
	<p>3.1-C.4: The Geotechnical Engineer-of-Record and/or Special Inspector shall perform construction observation and testing to ensure conformance with design requirements and geotechnical recommendations. Testing and monitoring shall include:</p> <ul style="list-style-type: none"> • Verification of compaction requirements for engineered fill and subgrade soils. Unless otherwise stated all engineered fill shall be compacted to at least 90 percent of the maximum dry density at moisture contents above the optimum in 	Project Geotechnical Consultant	During construction	Planning Dept.	Planning Dept. Completion of building construction

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>3.1-D: Expansive soils on the site could cause the failure of improvements and risk to human health.</p>	<p>accordance with ASTM D 1557 test method. Subgrade beneath foundations and pavement sections shall be additionally compacted to at least 95 percent of the maximum dry density at moisture contents near the optimum.</p> <ul style="list-style-type: none"> • Verification of the installation of subsurface drainage in accordance with project plans and specifications. • Verification that footings are excavated into stable material and footing excavations are of sufficient depth and breadth to adequately support structures with minimal or no settlement. • Materials Testing and Special Inspection of concrete, steel, asphalt, wood members and other structural elements to establish conformance with the design standards. • Verification of correct installation of erosion control measures and adherence to the requirements of the approved Stormwater Pollution Plan (SWPPP) for the project. <p>3.1-D.1: Where spread footings are chosen for foundation support, weak, porous, compressible and locally expansive surface soil shall be excavated to within 6 inches of their entire depth. Excavation of weak, compressible, and locally expansive soils shall extend a minimum of 12 inches below exterior concrete slabs and/or asphalt concrete pavement subgrade. These soils shall be</p>	<p>Project Engineer Project Geotechnical Consultant</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept.</p>	<p>Planning Dept. Completion of building construction</p>
					<p>4</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<p>replaced with select fill material. Additionally, excavation of weak, porous, compressible, expansive, creep-prone surface materials shall extend at least 5 feet beyond the outside edge of exterior footings of the proposed buildings and 3 feet beyond the edge of exterior slabs and or pavements. These soils shall also be replaced with select fill material as described below.</p> <p>Select fill material shall be free of organic matter, have a low expansion potential, and conform in general to the following requirements: 100% passing 6" sieve; 90-100% passing the 4" sieve; 10-60% passing the No. 200 sieve (all percentages by dry weight); LL - 40 max; PI - 15 max; R-value - 20 min. The Geotechnical Engineer-of-Record shall approve imported material prior to use as compacted fill.</p>				
Hydrology and Water Quality					
<p>3.2-A: Development of the project would create new impervious surfaces, increasing the rate and amount of stormwater runoff. This runoff could contribute to flooding in the vicinity of the project site.</p>	<p>3.2-A.1: The project shall not cause flooding downstream of the project site, and post-development peak flows discharged to the 18-inch CMP shall not exceed pre-development peak flows. At final project design, the applicant shall calculate the amount of runoff that will be generated by the developed, southern portions of Lots 20 and 21, and factor that increase into the analysis performed by Sandine and Associates to determine whether peak flow rates will remain below pre-development levels and the risk of flooding in the project site and off-site downstream will not be increased. If the post-project peak flow rates exceed the pre-development levels, the applicant shall increase the volume of</p>	Project Engineer	Final Map approval	Mendocino Water Agency (Water Agency) Mendocino County Department of Transportation	Mendocino Water Agency and Planning Dept. Mendocino County Department of Transportation Final Map approval
					5

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<p>the vault system storage and/or detention basin capacity to achieve the target peak flow discharge. The 18-inch storm drain facility beneath South State Street shall be located, inspected by video camera or other method, and a report submitted to the County Department of Transportation at the time of final design of the subdivision storm drainage system, substantiating the adequacy of the existing facility to accommodate the design runoff or recommending improvements necessary to the facility to adequately accommodate project runoff. Those recommendations shall be constructed.</p>				
	<p>3.2-A.2: As part of the Development Agreement, establish a Homeowners Association (HOA) maintenance agreement that details the provisions for regular monitoring of the status of the vault and detention pond storage capacities, as well as requirements for vault and detention pond clearouts, when necessary, to maintain design stormwater storage levels. Establish a monitoring protocol that is acceptable to the County that monitors implementation of this maintenance, including a bond or other funding agreement that reimburses the County if the County is required to conduct required maintenance due to the HOA not implementing required maintenance.</p>	Project Engineer	Approval of Development Agreement	Planning Dept	Planning Dept Prior to construction
<p>3.2-B: Project development would result in the construction of four residential lots in the FEMA-designated 100-year floodplain of Cleland Mountain Creek.</p>	<p>3.2-B.1: The project shall not result in flooding of residences on the project site. To minimize the risk of flooding during the FEMA-designated 100-year base flood, the applicant shall implement one of the following alternatives: A) Re-design the grading plan for Lots 20-21 and 196-197 in the vicinity of Cleland Mountain Creek so that building</p>	Project Engineer	Final Map approval	Planning Dept Water Agency	Planning Dept. Prior to Final Map

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<p>finished floor elevations are a minimum of one foot above the land surface elevations inferred by the FIRM Zone A SFHA mapping.</p> <p>or</p> <p>B) Prepare a Letter of Map Revision (LOMR), accompanied by the appropriate technical documentation; and submit it to FEMA (or its sponsored contractor), to petition for a change in the FEMA SFHA designation for the project site. Required technical documentation would include an updated flood backwater profile modeling of Cleland Creek, including the proposed Plant Road bridge crossing, which was excluded from the original HEC-RAS analysis conducted for the project by Sandline Associates. If the modeling results verify that the published FEMA mapping is inaccurate and that Lots 20-21 and 196-197 are outside of the redefined SFHA, then the lots could be developed as proposed, subject to possible regulatory restrictions or conditions imposed by the California Department of Fish and Game (CDFG) and the Mendocino County Water Agency (MCWA) for disturbance of the riparian corridor. If the modeling results verify that the published FEMA flood mapping was accurate, then Alternative A would be required for development of the lots. The same potential regulatory restriction or conditions imposed by CDFG or the MCWA would apply.</p>				
3.2-C: Project development	3.2-C.1: The project shall not cause significant erosion. The applicant shall	Project Engineer	Issuance of Building, Grading, or	Water Agency	Water Agency SWRCB 7

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>would result in the clearing of land for the proposed site improvements. During and after project construction exposed slopes will be at increased risk of erosion. Site erosion could prematurely decrease the storage capacity of the vault detention system. The construction of the proposed bridge crossing over Cleland Mountain Creek would also create conditions for the discharge of fill into Waters of the United States.</p>	<p>submit a detailed Erosion Control Plan as part of the Stormwater Pollution Prevention Plan (SWPPP) to the Mendocino County Water Agency (MCWA) and to the State Water Resources Control Board (SWRCB), in conjunction with the filing of a Notice of Intent (NOI) with the SWRCB. The County shall not issue a Grading Permit until the County Water Agency agrees that the plan contains adequate Best Management Practices for controlling erosion. At a minimum, the Erosion Control Plan shall include the following restrictions, guidelines, and measures: (1) grading and earthwork shall be prohibited during the wet season (typically October 15 through April 15) and such work shall be stopped before pending storm events during the spring-fall construction season; (2) erosion control/soil stabilization techniques such as straw or wood mulching, erosion control matting, and hydroseeding, or their functional equivalents shall be utilized in accordance with applicable manufacturers specifications and erosion control Best Management Practices (BMPs) published in the California Stormwater BMP Handbook - Construction (California Stormwater Quality Association 2005) and/or similar prescriptions outlined in the Erosion and Sediment Control Field Manual (SF Bay RWQCB 2002); (3) bales of hay or accepted equivalent methods shall be installed in the flow path of graded areas receiving concentrated flows, as well as around storm drain inlets; (4) installation of silt fencing and other measures to segregate the active flow zone of Cleland Mountain Creek from</p>		<p>Other Permits</p>	<p>SWRCB</p>	<p>Plan verified at approval of Grading Permit Implementation verified at completion of construction</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<p>the near overbank disturbance associated with bridge abutment construction; and (5) post-construction stormwater treatment measures.</p> <p>These and other erosion control BMPs shall be monitored for effectiveness and shall be subject to inspection by the County. The applicant shall be responsible for implementing any remedial actions recommended by the County. After construction is completed, all drainage facilities shall be inspected for accumulated sediment, and these drainage structures shall be cleared of debris and sediment. Silt fence shall be left in place until the hydroseed has become established.</p>				
<p>3.2-D: Project implementation would increase the area devoted to both paved (roadway and driveway) surfaces and maintained landscaping. Episodic discharge of stormwater contaminated with heavy metals could detrimentally affect downstream water quality. Residential lot development would be accompanied</p>	<p>3.2-D.1: The project shall not cause substantial pollution of Cleland Mountain Creek or the Russian River. The applicant shall prepare an NOI and SWPPP for the project, and incorporate the following additional site-appropriate BMPs or their equivalents for short- and long-term implementation by the Homeowners Association (HOA) and/or individual lot owners, in order to comply with the requirements of the NPDES General Permit and provisions of the Mendocino County Storm Water Management Program. The BMPs will result in stormwater leaving the site at least meeting the NCRWQCB water quality objectives for the Russian River. The SWPPP shall be approved by the Mendocino County Water Agency and the State prior to project construction.</p> <ul style="list-style-type: none"> • Impervious surfaces shall be minimized by using such techniques as driveway strips with bordering pervious pavement material (rather 	<p>Project Engineer</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Water Agency Planning Dept. SWRCB</p>	<p>Water Agency SWRCB Plan verified at approval of Grading Permit Implementation verified at completion of construction</p>
					<p>9</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>by increased application of fertilizers and chemicals (such as herbicides and pesticides).</p>	<p>than a full paved driveway); using pervious materials for parking areas; directing runoff from rooftops and streets to landscaping buffers and/or recharge trenches.</p> <ul style="list-style-type: none"> These and other BMPs shall be monitored for effectiveness and shall be subject to inspection by the County. The Homeowners Association shall be responsible for implementing any remedial actions recommended by the County. The applicant shall establish a monitoring protocol that is acceptable to the County that monitors implementation of these measures, including a bond or other funding agreement that reimburses the County if the County needs to conduct required maintenance due to the HOA not implementing required maintenance. The County can require that monitoring be done by a third party acceptable to the County; costs of all monitoring and any maintenance will be borne by the Homeowners Association. <p>Since the objective of erosion control and water quality treatment measures would be to reduce contaminant loading to the maximum extent practicable with implementation of the best available technologies, the recommended BMPs are not fixed. Other measures can be applied as long as the applicant can demonstrate to the satisfaction of MCWA that those measures can provide equivalent levels of reduction in contaminant loading.</p>				

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<p>The applicant shall prepare a plan that describes the roles and responsibilities of the HOA, lot owners, and/or the County for implementing the BMPs and monitoring the results. If the County will be responsible for monitoring or implementing any actions, then a funding mechanism will be established. The County will review and approve this plan prior to the onset of construction.</p>				
<p>3.2-E: The project plus other cumulative development could adversely affect the water quality of the Russian River.</p>	<p>Mitigation Measures for Impacts 3.2-C and 3.2-D also apply to this impact.</p>	<p>See the cited measures.</p>			
<p>Biological Resources</p>					

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>3.3-A: Project development could adversely affect water quality thereby indirectly affecting listed salmonid species.</p>	<p>3.3-A.1: The applicant shall preserve water quality in Cleland Mountain Creek. A Riparian Enhancement Area that includes Lots 20, 21, and 197 shall be established to include all areas within a setback of 20 feet from the top of bank of this creek and deed restricted to prohibit grading, tree cutting, trash deposition, landscaping other than natural habitat restoration, storage of materials, filling, structures, dumping of chemicals, or disruptive activities. The applicant shall replant the Riparian Enhancement Area. The planting and maintenance of the plantings shall be conducted per a plan prepared by a qualified biologist. The replanting shall include riparian species along the creek and oaks, bay, and buckeye further from the creek. The plan shall include the planting of at least three replacement trees (of the same species as the tree removed) for each oak, bay, buckeye, and Oregon ash that is removed. Within the 20-foot riparian habitat setback, appropriate native ground covers and shrubs will also be established to filter runoff from developed portions of nearby lots. All plantings established under this plan shall be irrigated and replaced as needed as well as monitored by the plan preparer for a period of no less than 3 years to ensure successful establishment. The Riparian Enhancement Area shall be maintained by the HOA pursuant to this plan.</p>	<p>Project Applicant</p>	<p>Final Subdivision Map</p>	<p>Planning Dept.</p>	<p>Planning Dept. Approval of Final Subdivision Map</p>
<p>3.3-B: Project construction would remove up to 25 oaks.</p>	<p>Mitigation Measure 3.3-A.1 also applies to this impact.</p>	<p>See the cited measure.</p>			<p>12</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>3.3-B.1:</p>	<p>An assessment shall be conducted that determines the area and number of oaks and other native hardwoods that would be removed or adversely impacted as a result of project development on Lots 20, 21 and 197. Building envelopes on Lots 20, 21 and 197, as well as driveway and utility connection locations, shall be adjusted if needed to avoid loss or both short-term and long-term adverse effects on native trees. The area outside of these building envelopes shall be deed restricted to require maintenance of existing native trees, and prohibition of lawns and landscaping incompatible with long-term survival of these trees, while allowing pruning and removal of any dead or dying trees, dead limbs and brush, and any clearances required as needed to reduce wildland fire hazard. All removed hardwoods shall be replaced with the same species at a minimum replacement ratio of 3:1 within the 20-foot riparian setback zone along the top of the bank of Cleland Mountain Creek. A minimum 3-year monitoring plan shall track planted trees and replace all that are dead or dying.</p>	<p>Project Applicant Project Construction Manager during construction</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept.</p>	<p>Planning Dept. Completion of construction for implementation</p>
<p>3.3-D: Project construction would restrict wildlife movement and displace nesting sites.</p>	<p>Mitigation Measure 3.3-A.1 also applies to this impact.</p>	<p>See the cited measure.</p>			
<p>3.3-E: The project plus other proposed new</p>	<p>Mitigation Measures 3.2-C.1, 3.2-C.2, 3.2-D.1, 3.2-D.2, and 3.3-A.1 also apply to this impact.</p>	<p>See the cited measure.</p>			<p>13</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
development in the area could have a cumulative impact on Russian River water quality and oak woodlands.					
Cultural Resources					
3.4-A. Cultural resources could be damaged or destroyed by project construction.	3.4-A.1: If cultural resources are discovered on the site during construction activities, all earthmoving activity in the area of impact shall be halted until the applicant retains the services of a qualified archaeological consultant. These archaeological sites will be documented (by a professional meeting the Secretary of the Interior qualification standards) on DPR forms and evaluated for their eligibility for the California Register. The archaeological consultant shall identify specific measures to mitigate impacts to the resource if it is deemed eligible for the California Register. Mitigation shall include data recovery operations, protection in situ of deposits, and/or archival research, if appropriate. The applicant shall abide by the recommended proposals.	Project Applicant Project Construction Manager during construction	Issuance of Building, Grading or Other Permits	Planning Dept.	Planning Dept. Completion of construction for implementation
	3.4-A.2 In the event that human skeletal remains are discovered, work shall be discontinued in the area of the discovery and the County Coroner shall be contacted. If skeletal remains are found to be prehistoric Native American remains, the Coroner shall call the Native American Heritage Commission within 24 hours. The Commission will	Project Applicant Project Construction Manager during construction	Issuance of Building, Grading or Other Permits	Planning Dept.	Planning Dept. County Coroner Completion of construction for implementation

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<p>Identify the person(s) it believes to be the "Most Likely Descendant" of the deceased Native American. The Most Likely Descendant would be responsible for recommending the disposition and treatment of the remains. The Most Likely Descendant may make recommendations to the landowner or the person responsible for the excavation/grading work for means of treating or disposing of the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.</p>				
<p>3.4-B: Paleontological resources could be damaged or destroyed by project construction.</p>	<p>3.4-B.1: During project grading operations, should any undiscovered evidence of paleontological resources be encountered, work at the place of discovery shall be halted, and a qualified paleontologist shall be consulted to assess the significance of the finds. Prompt evaluations can then be made regarding the finds, and a management plan consistent with CEQA cultural resources management requirements shall be adopted.</p>	<p>Project Applicant Project Construction Manager during construction</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept</p>	<p>Planning Dept Completion of construction for implementation</p>
<p>Traffic and Circulation</p>					
<p>3.5-C: The proposed roundabout may not be able to accommodate truck and bus traffic.</p>	<p>3.5-C.1: The project applicant shall design the proposed South State Street/Plant Road roundabout to accommodate all existing and anticipated buses and large trucks. Turning template diagrams shall be provided to the County Department of Transportation for the largest bus and trucks anticipated to be using the roundabout.</p>	<p>Project Applicant</p>	<p>Final Subdivision Map or Issuance of Building, Grading or Other Permits</p>	<p>Mendocino County Department of Transportation (DOT)</p>	<p>DOT Approval of Final Subdivision Map</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>3.5-F: The project design does not adequately provide for mass transit access.</p>	<p>3.5-F.1: The proposed bus stop internal to the project site shall be relocated to the outside of the Plant Road curve in order that all patrons will enter/exit by the bus via a sidewalk, and not the middle of the street. The bus stop shall be covered and protected from the wind.</p>	<p>Project Applicant</p>	<p>Final Subdivision Map or Issuance of Building, Grading or Other Permits</p>	<p>Mendocino County Department of Transportation (DOT)</p>	<p>DOT Approval of Final Subdivision Map</p>
<p>3.5-I: The project plus other new development would generate new traffic that would add congestion to study area intersections.</p>	<p>3.5-I.1: The applicant and/or future site developers shall pay the adopted Ukiah Valley Area Transportation Impact Fee at the time that building permits are issued.</p>	<p>Project Applicant</p>	<p>Building Permits</p>	<p>Planning Dept. Mendocino Council of Governments</p>	<p>Planning Dept. Issuance of Building Permits</p>
<p>Air Quality</p>					
<p>3.6-A: Construction activities associated with development of the project would generate short-term emissions of criteria pollutants, including fine and respirable particulate matter and equipment exhaust emissions.</p>	<p>3.6-A.1: The project applicant and construction contractor shall for all construction project phases prepare and implement a dust control program to limit construction emissions of PM₁₀. The program shall include at least the following provisions from MCAQMD Rule 1-430 Fugitive Dust. Because the site is over one acre in size, a Grading Permit must be approved by MCAQMD, and MCAQMD may require additional mitigations.</p> <ul style="list-style-type: none"> a. Covering open bodied trucks when used for transporting materials likely to give rise to airborne dust b. The use of water or chemicals for control of dust in the demolition of existing buildings or structures. 	<p>Project Construction Manager</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept.</p>	<p>Planning Dept. During and at Completion of construction</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<p>c. All visibly dry disturbed soil road surfaces shall be watered to minimize fugitive dust emissions.</p> <p>d. All unpaved surfaces, unless otherwise treated with suitable chemicals or oils, shall have a posted speed limit of 10 miles per hour.</p> <p>e. Earth or other material that has been transported by trucking or earth moving equipment, erosion by water, or other means onto paved streets shall be promptly removed.</p> <p>f. Asphalt, oil, water or suitable chemicals shall be applied on materials stockpiles, and other surfaces that can give rise to dust emissions.</p> <p>g. All earthmoving activities shall cease when sustained winds exceed 15 miles per hour.</p> <p>h. The operator shall take reasonable precautions to prevent the entry of unauthorized vehicles onto the site during non-work hours.</p> <p>i. The operator shall keep a daily log of activities to control fugitive dust.</p>				
<p>3.6-F: The project will use more energy and thereby generate greenhouse gas emissions that would</p>	<p>3.6-F.1: The project shall minimize the emission of greenhouse gases by including at least the following:</p> <ul style="list-style-type: none"> • Install solar hot water heaters with a back-up electric or gas water heater. • The project shall be constructed to 	Project Applicant	Issuance of Building, Grading or Other Permits	Planning Dept.	<p>Planning Dept. Completion of construction</p>

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<p>adversely affect the global climate.</p>	<p>incorporate the 2010 Title 24 building standards (or whatever standards have been adopted at the time that building permits are issued).</p> <ul style="list-style-type: none"> The project shall include a photovoltaic (PV) solar electricity system that will be owned and operated by the Homeowner's Association for the benefit of the future residents. The system will be sized sufficiently so that it totally offsets electrical use from project parks, recreational facilities, and other facilities owned or managed by the Homeowners Association, excluding street lights. Project residential units shall be oriented for maximum solar access. Roofs shall be constructed to allow easy and efficient retrofitting with roof-top solar panels. The CC&Rs of the Homeowner's Association shall not preclude the use of energy- or water-saving technologies or practices for aesthetic reasons. The Homeowner's Association shall develop and maintain energy- and water-efficient practices for the common areas of the subdivision and follows a landscaping plan that does not impair the efficient operation of the solar collection facilities. 				
<p>Noise</p>	<p>3.7-A: The east end of the</p>	<p>Project Applicant</p>	<p>Prior to approval of final map for</p>	<p>Planning Dept.</p>	<p>Planning Dept Issuance of Building Permits 18</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>project could be exposed to excessive noise.</p>	<p>that outdoor activity areas are provided with Ldn values at or below 60 dBA, and interior Ldn values will not exceed 45 dBA. Sound insulation measures, including any mechanical ventilation systems needed to permit closed windows, should be designed by an experienced acoustical consultant and incorporated into construction documents submitted for permits.</p>		<p>Phase 2 and 3 (east end of project site)</p>		
<p>3.7-C: Construction of project improvements would generate construction noise over a period exceeding one year.</p>	<p>3.7-C.1: Project construction shall not cause excessive noise. To accomplish this standard, the following measures are required:</p> <ul style="list-style-type: none"> • Noise-generating activities at the construction site or in areas adjacent to the construction site associated with the project in any way should be restricted to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday. No construction activities should occur on weekends or holidays. • Equip all internal combustion engine driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment • Unnecessary idling of internal combustion engines should be strictly prohibited. • Locate stationary noise generating equipment such as air compressors or portable power generators as far as possible from sensitive receptors. Construct temporary noise barriers to screen stationary noise generating equipment when located near 	<p>Project Applicant</p>	<p>During construction of all phases of the project.</p>	<p>Planning Dept.</p>	<p>Planning Dept. Completion of construction</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<p>adjoining sensitive land uses.</p> <ul style="list-style-type: none"> • Utilize "quiet" air compressors and other stationary noise sources where technology exists. • Control noise from construction workers' radios, CD players, etc. to a point that they are not audible at existing residences bordering the project site. • Designate a "disturbance coordinator" who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and will require that reasonable measures warranted to correct the problem be implemented. Conspicuously post a telephone number for the disturbance coordinator at the construction site and include it in the notice sent to neighbors regarding the construction schedule. • Notify existing residents when especially noisy operations are scheduled near their property, allowing the residents to plan activities accordingly. Examples of especially noisy sources: heavy earth moving equipment, jack hammers, pile drivers. 				
Aesthetics					
3.8-A: The project would	3.8-A.1: Final project design and landscape plan shall undergo design	Project Applicant	Upon submittal of project site	Planning Dept.	Planning Dept. 20

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>replace views from South Slate Street and other vantage points east of the site of open space with views of residential development.</p>	<p>review by the County Department of Planning and Building Services and/or the County Planning Commission to ensure consistency with the design guidelines adopted for this project. The final project shall be revised, if requested, to comply with the County's review recommendations.</p>		<p>and landscaping, park, and initial building plans,</p>		<p>Prior to issuance of building permits</p>
	<p>3.8-A.2: Landscaping will be mature within 15 years of initial project construction (Phase 1). Mature means that perimeter trees shall be at least 20 feet tall. The final landscape plan shall include tree landscaping along the north and east sides of the site using species that fully screen views from the east and screens at least half of the buildings on the north side. The plan shall include specifications for planting, irrigating, fertilizing, and replacing dead trees so that the landscaping will be mature within 15 years.</p>	<p>Project Applicant</p>	<p>Development Agreement</p>	<p>Planning Dept. Mendocino County Water Agency</p>	<p>Planning Dept. Mendocino County Water Agency 15 years after project completion</p>
<p>3.8-C: The project would replace views from Gobalet Lane, residences north of Gobalet Lane, and residences south of Oak Knoll Road of open space with views of residential development.</p>	<p>Mitigation Measures 3.8-A.1 and 3.8-A.2 apply to this impact.</p>	<p>See the cited mitigation measures</p>			
<p>3.8-F: New lighting on the project site will change</p>	<p>3.8-F-1: The final design shall include a lighting plan that minimizes light escape from the site. The final plan shall become part of the CC&Rs for the</p>	<p>Project Applicant</p>	<p>Development Agreement</p>	<p>Planning Dept.</p>	<p>Planning Dept. Issuance of Building Permits 21</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>nighttime views in the area.</p>	<p>Homeowners Association. This plan shall include the following:</p> <ol style="list-style-type: none"> 1. <i>Light shielding is required. Except as otherwise exempt, all outdoor lighting fixtures shall be constructed with full shielding. Shielding shall prevent the light source from being visible to adjacent residential properties.</i> 2. <i>Minimum/Maximum Level of Illumination. The minimum and maximum levels of illumination permitted are listed below. A photometric study listing the number, type, height, and level of illumination of all outdoor lighting fixtures shall be required prior to issuance of a building permit or site improvement plans to ensure compliance with these provisions.</i> <ol style="list-style-type: none"> a. Minimum security lighting for sidewalks, walkways, parking areas, and similar areas shall be 1.0 foot-candles, measured at ground level, not to exceed 3.0 foot-candles on average. b. In order to minimize light trespass on abutting property, illumination measured on the property line of a subject parcel shall not exceed 0.5 foot-candles, measured on a vertical plane along the property line. c. Building-mounted decorative or security lights shall not exceed 5.0 foot-candles, measured a distance of five feet from the light source. All building lighting shall be reviewed and authorized by 				

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<p>Mendocino County prior to the initiation of lighting installation.</p> <p>3. <i>Maximum Height of Outdoor Light Fixtures.</i> The maximum height of freestanding outdoor light fixtures for multi-family residential development and non-residential development abutting a single-family residential zoning district or use shall be 20 feet. Otherwise, the maximum height for freestanding outdoor light fixtures shall be 25 feet.</p> <p>4. <i>Type of illumination.</i> All outdoor lighting fixtures shall be energy efficient. Energy efficient lights include all high-intensity discharge lamps (mercury vapor, high-pressure sodium, low-pressure sodium, and metal halide). The concentrated and/or exclusive use of either low-pressure sodium or metal halide lighting is prohibited.</p> <p>5. <i>Hours of illumination.</i> Automatic timing devices shall be required for all outdoor light fixtures on multi-family residential and non-residential development (e.g., parks) with off hours (exterior lights turned off) between 11:00 p.m. and 6:00 a.m. Exceptions are that outdoor lights may remain on in conjunction with the hours of operation of the corresponding use, for security purposes, or to illuminate walkways, roadways, equipment yards, and parking lots.</p> <p>6. <i>Prohibited Lighting.</i> The following outdoor light fixtures shall be</p>				

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	<p>prohibited as specified below.</p> <ul style="list-style-type: none"> a. Lighting of parks for active nighttime recreation. b. Uplighting/back-lit canopies or awnings. c. The concentrated and/or exclusive use of either low-pressure sodium or metal halide lighting d. Neon tubing or band lighting along building structures e. Searchlights. f. Flashing lights. g. Illumination of entire buildings. Building illumination shall be limited to security lighting and lighting of architectural features authorized by the designated Approving Authority in conjunction with the required development permit(s). h. Roof mounted lights except for security purposes with motion detection and full shielding so that the glare of the light source is not visible from any public right-of-way. 				
Public Services and Infrastructure					
<p>3.9-C: Development of the project would increase the demand for police response by the Mendocino County Sheriff's Office and by the Ukiah Police</p>	<p>3.9-C.1: The final project design shall be reviewed by the Sheriff's Office to determine if it provides adequate access, security lighting, and other factors affecting police response. The final map shall incorporate security measures required by the Sheriff's Office.</p>	Project Applicant	Final Subdivision Map	Mendocino County Sheriff's Office	<p>Sheriff's Office Planning Dept. Issuance of Building Permits</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
Department and would increase demand on other portions of the criminal justice system.					
3.9-F: New development resulting from the project and other new development in the area would increase the demands on the Ukiah Valley Fire District and the emergency medical response system possibly require the construction of new facilities.	3.9-F.1: If the County has not adopted additional funding for the EMS system at the time of approval of the Development Agreement, then the applicant shall agree within the Development Agreement to pay any fees that the County adopts for EMS funding prior to and/or within five years of approval of the Development Agreement.	Project Applicant	Development Agreement	Planning Dept.	Planning Dept. Issuance of Building Permits
3.9-H: The project would contribute to the need for a new water storage facility.	3.9-H.1: The applicant shall enter into an agreement with the Willow County Water District to pay a capital improvement fee (estimated at \$400,000) to fund the project's share of the replacement and expansion of the Fircrest Drive water storage tank.	Project Applicant	Development Agreement	Planning Dept. Willow CWD	Planning Dept. Willow CWD Issuance of Building Permits
3.9-M: The project would increase the plan area population, thereby increasing the	3.9-M.1: Construct and maintain a "tot lot" with playground equipment on one of the two project parks. The tot lot will be maintained by the Homeowner's Association. 3.9-M.2: Construct a soccer field or	Project Applicant	Development Agreement	Planning Dept.	Planning Dept. Issuance of Building Permits
		Project Applicant	Development Agreement	Planning Dept.	Planning Dept. 25

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<p>demand for parks and recreational facilities. This increased demand could result in significant deterioration of existing facilities and the need for new or expanded facilities.</p>	<p>ballfields on the larger proposed park. The soccer field/ballfields will be available for public use.</p>				<p>Issuance of Building Permits</p>
<p>3.9-O; Future development could be placed in locations where people and structures would be exposed to potential wildland fires.</p>	<p>3.9-O.1: The project shall be designed and constructed to minimize risk of wildfire destroying residences. The Ukiah Valley Fire District shall review project plans and determine in writing that adequate access, emergency response, and fireflow are available, and that the project complies with the most current State requirements for development in the wildland/urban interface. Final project design shall conform with any changes that the District requires.</p>	<p>Project Applicant</p>	<p>Conditions of Approval</p>	<p>Ukiah Valley Fire District Planning Dept.</p>	<p>Ukiah Valley Fire District Planning Dept. Issuance of Building Permits</p>
<p>3.9-R: Toxic materials and wastes on the site could pose a risk to human health.</p>	<p>3.9-R.1: All potential toxic wastes and materials shall be removed and/or remediated prior to site grading. The applicant shall do the following, as recommended in the Phase I Environmental Site Assessment:</p> <ul style="list-style-type: none"> Abandon any inoperable water supply wells on the site following all the requirements of the Mendocino County Division of Environmental Health. 	<p>Project Applicant</p>	<p>Conditions of Approval</p>	<p>Mendocino County Division of Environmental Health Planning Dept.</p>	<p>Mendocino County Division of Environmental Health Planning Dept. Prior to issuance of Grading Permit</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<ul style="list-style-type: none"> Collect soil samples in the area of the former underground storage tank and the aboveground fuel storage tank. The soil samples shall be tested for Total Petroleum Hydrocarbons as gasoline and the constituents benzene, toluene, ethylbenzene, xylenes, fuel oxygenates, lead scavengers, and total lead. Results of the testing shall be provided to the Mendocino County Division of Environmental Health. If the Division determines that additional testing or remediation is required, the applicant shall fulfill all County requirements. If volatile organic compounds are discovered on the site, a human health risk assessment will be performed per requirements of the County Division of Environmental Health. That assessment will identify measures needed to ensure that workers and future residents are not exposed to County- and State-defined harmful levels of these compounds. Dispose of any waste oil, lubricants, paints, or other liquids in accordance with all applicable regulatory requirements. Investigate the fuel source for the prune dryer that formerly was located on the west side of the site to determine its fuel source. If it was gasoline, then conduct soil tests at that site as described above. 				

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<ul style="list-style-type: none"> Assess whether the workshop/storage building has the potential for lead paint or asbestos. If so, then demolition shall follow all requirements established by the Mendocino County Division of Environmental Health. 				

**Recording Requested By and
When Recorded Return To:**
Hanna & Van Atta
525 University Avenue, Suite 600
Palo Alto, California 94301
Attn: David M. Van Atta

**DECLARATION OF ENVIRONMENTAL AND LAND COVENANTS
TRACT 261
UNIT ONE, GARDENS GATE SUBDIVISION
MENDOCINO COUNTY**

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

THIS DECLARATION, made on the date hereinafter set forth, by Ukiah Land, LLC, a California limited liability company ("Declarant"), is made with reference to the following facts:

A. Location and Description of Project Property. Declarant is the owner of certain real property (the "Property") located in the County of Mendocino ("County"), State of California, designated as "Lots 1-4 inclusive on the map entitled "Tract No. 261, Subdivision of Oak Knoll Court", filed for record in the Office of the Recorder of Mendocino County, State of California, on 9/23, 2009, in Book 7B of Maps, page(s) 04, 05, 06 (the "Map").

B. Intention. Declarant intends by this document to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners of Lots that are part of the Property. The intention of this Declaration of Environmental and Land Covenants is to (a) implement required environmental protection of the Property including implementation of mitigation measures provided in the Gardens Gate Environmental Impact Report (the "EIR") adopted and certified by the County on October 6, 2009, by Resolution No. 09-230 that are applicable to the Property and to provide for (b) private driveway access and maintenance; (c) establishment of [a] riparian enhancement area[s]; and (d) the sharing of the obligations for contributions for costs of any emergency medical services adopted by the County within five years of the recordation of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property, and each Lot within the Property shall be held, sold, leased, mortgaged, encumbered, rented, used, occupied, improved and conveyed subject to the following declarations, limitations, easements, restrictions, covenants, and conditions, which are imposed as equitable servitudes pursuant to a general plan for the development of the Property for the purpose of enhancing and protecting the value and desirability of the Property and every part of it, and which shall run with the Property and be binding on Declarant and its successors and assigns, and on all parties having or acquiring any

right, title or interest in or to the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. Environmental Covenants. To implement required environmental protection of the Property certain measures were included as mitigation measures in the EIR mitigation measures applicable to the Property. A Mitigation Measures Monitoring Program was adopted by the County for the Project pursuant to the EIR which Mitigation Measures Monitoring Program is attached to this Declaration as Exhibit "A". Declarant and each Lot Owner by acceptance of title to a Lot that is subject to this Declaration hereby agrees to comply with all mitigation measures contained in the EIR as are applicable to the Property as set forth in the EIR and stated in the Mitigation Measures Monitoring Program.

2. Private Driveway Access and Maintenance. Lots 1 and 2 and Lots 3 and 4 each share driveways. The undertaking of maintenance of the shared driveway shared by Lot 1 and Lot 2 and the costs of maintenance of the shared driveway shall be shared by the Owner of Lot 1 and the Owner of Lot 2 pursuant to a Shared Driveway Non-Exclusive Easement and Maintenance Agreement to be imposed by Declarant on Lot 1 and Lot 2 [in the form attached as Exhibit "B"]. The undertaking of maintenance of the shared driveway shared by Lot 3 and Lot 4 and the costs of maintenance of the shared driveway shall be shared by the Owner of Lot 3 and the Owner of Lot 4 pursuant to a Shared Driveway Non-Exclusive Easement and Maintenance Agreement to be imposed by Declarant on Lot 3 and Lot 4 [in the form attached as Exhibit "B"].

3. Riparian Enhancement Area. A portion of Lot 4 of the Property as shown on the Map is and shall be subject to a Riparian Enhancement Area Easement designating a "Riparian Enhancement Area". The Riparian Enhancement Area shall be subject to the limitations on use as set forth on Exhibit "C" attached hereto.

4. Emergency Medical Service Cost Sharing. The Lots in the Property shall each contribute its proportionate share of any subsequently enacted emergency service fees required by the County to serve the Project Area that are adopted by the County within five years of the recordation of this Declaration.

5. Subsequently Enacted Fees, Dedications, Assessments and Taxes. If, pursuant to AB 1600, the County in the future adopts off-site area wide traffic mitigation fees payable by property owners generally in the Ukiah Valley area, the each Lot Owner agrees to pay its fair share of such subsequently enacted area wide traffic impact fees.

6. School Impact Fees. Declarant and each Lot Owner within the Property who acquires a Lot shall pay school impact fees for the residence that is developed on the Lot based on the standards and requirements for the determination and calculation of such school impact fees that are in force and effect as of the date of recordation of this Declaration. Payment of any such school impact fees for a residence to be built on a Lot shall be required at the time of the issuance of the building permits for the initial residence that is to be built on the Lot.

7. Rights of the County:

A. Third Party Beneficiary: The County is a third party beneficiary of the Declaration establishing this Agreement with meaning of Civil Code Section 1559, and as such, will have the rights described therein.

B. County's Right to Perform Maintenance: If the common or shared driveways subject to this Declaration are not maintained in accordance with this Declaration in accordance with reasonable maintenance standards, and/or the Owners fail to properly perform their maintenance obligations under this Declaration, the County shall have the right, but not the

duty, to take such action as it deems necessary to compel compliance with the maintenance obligations as are set forth in this Declaration. The County first shall give the Owners sixty (60) days prior written notice to cure such failure to perform. If the Owners should fail to take steps satisfactory to the County to satisfy the requirements of this Declaration within such (60) day period, the County shall have the right to do the following:

(1) Do or perform any act the Owners might do or perform under the provisions of this Declaration which shall be necessary to remedy the failure to perform, including but not limited to: (i) perform the necessary maintenance and (ii) levy and collect the cost of such maintenance in accordance with the assessment procedures allowed by law.

(2) Take all legal steps necessary to compel performance or to collect any assessments as the County may determine necessary to each individual case.

C. If the County exercises any of its right under this Declaration, it shall be entitled to recover its reasonable costs and expenses, including witnesses, expert and attorney's fees. Failure of the County to take any action as described herein shall in no event be deemed to a waiver of the right to do so thereafter.

D. Subordination of County's Lien Rights: Any lien established hereunder shall be subject and subordinate to and shall not affect the rights of the holder of an indebtedness secured by any mortgage or deed of trust on such interest make in good faith and for value which mortgage or deed of trust had been recorded prior to the recording of a notice of delinquency by the County. No foreclosure of any such mortgage or deed of trust shall impair the County's right to enforce the provisions of this section as to future failures to comply with the requirements of this Agreement on the purchaser at such foreclosure sale or others.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this 12 day of July, 2010

UKIAH LAND, LLC
A California limited liability company

By:

[Signature]
JOHN PATRICK MAY
Its: [Signature]

STATE OF CALIFORNIA

COUNTY OF SON

)
) ss.
)

On this ___ day of _____, 200_, before me, _____, a notary public for the state, personally appeared _____, 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.

Notary Public, State of California

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF California)
COUNTY OF Sonoma)

File No: ()
APN No:

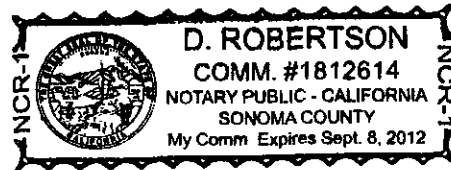
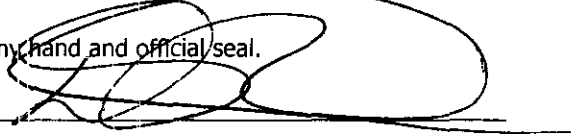
On July 12, 2010 before me, D. Robertson, Notary Public, personally appeared John Patrick May

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

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

WITNESS my hand and official seal.

Signature



This area for official notarial seal.

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: Dec of Env. & Land Cov.

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Exhibit "A"
Mitigation Measures Monitoring Program

Exhibit "B"
Shared Driveway Non-Exclusive Easement and Maintenance Agreement

Exhibit "C"
Riparian Enhancement Area Limitations

Beginning... Exhibit "A"

**GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
<p>Geology</p> <p>3.1-A: Improvements built on the site would be subject to seismic ground shaking, which could cause the failure of those improvements and risk to human health.</p>	<p>3.1-A.1: A final geotechnical report shall be prepared that incorporates the recommendations set forth in the 2005 RGH Report as modified by mitigation measures recommended in this EIR. The project applicant shall design project structures and foundations to withstand expected seismic forces in accordance with the California Building Code as adopted by the County of Mendocino. Since the project site is located within Seismic Zone 4 it is considered potentially seismically active. The County shall not issue building permits until seismic design criteria are reviewed and approved. During construction adherence to design criteria shall be monitored, and a final report issued documenting conformance prior to occupancy.</p>	<p>Project Engineer Project Geotechnical Consultant</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Mendocino County Dept. of Planning & Building Services (Planning Dept.)</p>	<p>Planning Dept. Approval of Final Map</p>
<p>1-B: Seismically induced ground failure, including liquefaction and densification, would cause improvements to fail and risk to human health.</p>	<p>3.1-B.1: Potentially unstable surface soils shall be remediated by strengthening the soils during site grading. The strengthening will be achieved by excavating the weak soils and replacing them as properly compacted engineered fill. All site grading and foundation construction shall follow the recommendations of the Geotechnical Engineer of record for the project. The</p>	<p>Project Engineer</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept.</p>	<p>Planning Dept. Prior to building construction</p>

Exhibit B-1

**GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
<p>3.1-C: Potentially unstable slopes or underlying soils could cause the failure of improvements and risk to human health.</p>	<p>process will include excavation of surface soils and placement of all fill soils at a minimum of 90 percent compaction relative to the maximum dry density near the optimum moisture content as determined in accordance with ASTM D 1557. Site soils will be tested during construction by the Geotechnical Engineer-of-Record or by a Special Inspector to confirm that minimum standards are met. A final report documenting results of fill testing will be submitted to the County of Mendocino Department of Planning and Building Services and will be subject to the review of that department.</p>	<p>Project Engineer Project Geotechnical Consultant</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept.</p>	<p>Planning Dept. Prior to building construction</p>

Exhibit B-2

**GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
	<p>filling and cutting the slope to final grade. Graded slopes shall be planted with fast-growing, deep-rooted groundcover to reduce sloughing and erosion.</p> <p>Fills placed on terrain sloping at 5h:1v or steeper shall be continually keyed and benched into firm, undisturbed bedrock or firm soil. The benches shall allow space for the placement of select fill of even thickness under settlement sensitive structural elements supported directly on the fill.</p>				
	<p>3.1-C.3: Plan Review will be performed by the County of Mendocino Department of Planning and Building Services to ensure conformance with grading and drainage requirements. The Geotechnical Engineer-of-Record shall prepare a geotechnical review letter documenting that plans meet with the intent of geotechnical recommendations.</p>	Project Geotechnical Consultant	During construction	Planning Dept.	Planning Dept. Prior to building construction
	<p>3.1-C.4: The Geotechnical Engineer-of-Record and/or Special Inspector shall perform construction observation and testing to ensure conformance with design requirements and geotechnical recommendations.</p>	Project Geotechnical Consultant	During construction	Planning Dept.	Planning Dept. Completion of building construction

**GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
	<p>Testing and monitoring shall include:</p> <ul style="list-style-type: none"> • Verification of compaction requirements for engineered fill and subgrade soils. Unless otherwise stated all engineered fill shall be compacted to at least 90 percent of the maximum dry density at moisture contents above the optimum in accordance with ASTM D 1557 test method. Subgrade beneath foundations and pavement sections shall be additionally compacted to at least 95 percent of the maximum dry density at moisture contents near the optimum. • Verification of the installation of subsurface drainage in accordance with project plans and specifications. • Verification that footings are excavated into stable material and footing excavations are of sufficient depth and breadth to adequately support structures with minimal or no settlement. • Materials Testing and Special 				

**GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
<p>3.1-D: Expansive soils on the site could cause the failure of improvements and risk to human health.</p>	<p>Inspection of concrete, steel, asphalt, wood members and other structural elements to establish conformance with the design standards.</p> <ul style="list-style-type: none"> • Verification of correct installation of erosion control measures and adherence to the requirements of the approved Stormwater Pollution Plan (SWPPP) for the project. 	<p>Project Engineer Project Geotechnical Consultant</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept.</p>	<p>Planning Dept. Completion of building construction</p>

**GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
	<p>pavements. These soils shall also be replaced with select fill material as described below.</p> <p>Select fill material shall be free of organic matter, have a low expansion potential, and conform in general to the following requirements: 100% passing 5" sieve; 90-100% passing the 4" sieve; 10-60% passing the No. 200 sieve (all percentages by dry weight); LL - 40 max; PI - 15 max; R-value - 20 min. The Geotechnical Engineer-of-Record shall approve imported material prior to use as compacted fill.</p>				
Hydrology and Water Quality					
<p>3.2-B: Project development would result in the construction of four residential lots in the FEMA-designated 100-year floodplain of Cleland Mountain Creek.</p> <p><u>LOTS 3 and 4</u></p>	<p>3.2-B.1: The project shall not result in flooding of residences on the project site. To minimize the risk of flooding during the FEMA-designated 100-year base flood, the applicant shall implement one of the following alternatives:</p> <p>A) Re-design the grading plan for Lots 20-21 and 196-197 in the vicinity of Cleland Mountain Creek so that building finished floor elevations are a minimum of one foot above the land</p>	Project Engineer	Final Map approval	Planning Dept Water Agency	Planning Dept Prior to Final Map

**GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
	<p>surface elevations inferred by the FIRM Zone A SFHA mapping.</p> <p>or</p> <p>B) Prepare a Letter of Map Revision (LOMR), accompanied by the appropriate technical documentation, and submit it to FEMA (or its sponsored contractor), to petition for a change in the FEMA SFHA designation for the project site. Required technical documentation would include an updated flood backwater profile modeling of Cleland Creek, including the proposed Plant Road bridge crossing, which was excluded from the original HEC-RAS analysis conducted for the project by Sandine Associates. If the modeling results verify that the published FEMA mapping is inaccurate and that Lots 20-21 and 196-197 are outside of the redefined SFHA, then the lots could be developed as proposed, subject to possible regulatory restrictions or conditions imposed by the California Department of Fish and Game (CDFG) and the Mendocino County Water</p>				

**GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
<p>3.2-C: Project development would result in the clearing of land for the proposed site improvements. During and after project construction exposed slopes will be at increased risk of erosion. Site erosion could prematurely decrease the storage capacity of the vault detention system. The construction of the proposed bridge crossing over Cleland Mountain Creek would also create conditions for the discharge of fill into Waters of the</p>	<p>Agency (MCWA) for disturbance of the riparian corridor. If the modeling results verify that the published FEMA flood mapping was accurate, then Alternative A would be required for development of the lots. The same potential regulatory restriction or conditions imposed by CDFG or the MCWA would apply.</p> <p>3.2-C.1: The project shall not cause significant erosion. The applicant shall submit a detailed Erosion Control Plan as part of the Stormwater Pollution Prevention Plan (SWPPP) to the Mendocino County Water Agency (MCWA) and to the State Water Resources Control Board (SWRCB), in conjunction with the filing of a Notice of Intent (NOI) with the SWRCB. The County shall not issue a Grading Permit until the County Water Agency agrees that the plan contains adequate Best Management Practices for controlling erosion. At a minimum, the Erosion Control Plan shall include the following restrictions, guidelines, and measures: (1) grading and earthwork shall be prohibited during the wet season (typically</p>	<p>Project Engineer</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Water Agency SWRCB</p>	<p>Water Agency SWRCB Plan verified at approval of Grading Permit Implementation verified at completion of construction</p>

Exhibit B-8

**GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
United States.	<p>October 15 through April 15) and such work shall be stopped before pending storm events during the spring-fall construction season; (2) erosion control/soil stabilization techniques such as straw or wood mulching, erosion control matting, and hydroseeding, or their functional equivalents shall be utilized in accordance with applicable manufacturers specifications and erosion control Best Management Practices (BMP's) published in the <i>California Stormwater BMP Handbook - Construction</i> (California Stormwater Quality Association 2005) and/or similar prescriptions outlined in the <i>Erosion and Sediment Control Field Manual</i> (SF Bay RWQCB 2002); (3) bales of hay or accepted equivalent methods shall be installed in the flow path of graded areas receiving concentrated flows, as well as around storm drain inlets; (4) installation of silt fencing and other measures to segregate the active flow zone of Cleland Mountain Creek from the near overbank disturbance associated with bridge abutment construction; and (5) post-</p>				

**GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
	<p>construction stormwater treatment measures.</p> <p>These and other erosion control BMP's shall be monitored for effectiveness and shall be subject to inspection by the County. The applicant shall be responsible for implementing any remedial actions recommended by the County. After construction is completed, all drainage facilities shall be inspected for accumulated sediment, and these drainage structures shall be cleared of debris and sediment. Silt fence shall be left in place until the hydroseed has become established.</p>				

**GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
<p>3.2-D: Project implementation would increase the area devoted to both paved (roadway and driveway) surfaces and maintained landscaping. Episodic discharge of stormwater contaminated with heavy metals could detrimentally affect downstream water quality. Residential lot development would be accompanied by increased application of fertilizers and chemicals (such as herbicides and pesticides).</p>	<p>3.2-D.1: The project shall not cause substantial pollution of Cleland Mountain Creek or the Russian River. The applicant shall prepare an NOI and SWPPP for the project, and incorporate the following additional site-appropriate BMPs or their equivalents for short- and long-term implementation by the Homeowners Association (HOA) and/or individual lot owners, in order to comply with the requirements of the NPDES General Permit and provisions of the Mendocino County Storm Water Management Program. The BMPs will result in stormwater leaving the site at least meeting the NCRWQCB water quality objectives for the Russian River. The SWPPP shall be approved by the Mendocino County Water Agency and the State prior to project construction.</p> <ul style="list-style-type: none"> Impervious surfaces shall be minimized by using such techniques as driveway strips with bordering pervious pavement material (rather than a full paved driveway); using pervious materials for parking areas; directing runoff from rooftops and streets to landscaping buffers and/or recharge trenches. These and other BMPs shall be monitored for 	<p>Project Engineer</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Water Agency Planning Dept SWRCB</p>	<p>Water Agency SWRCB Plan verified at approval of Grading Permit Implementation verified at completion of construction</p>

Exhibit B-11

**GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
<p>3.2-E: The project plus other cumulative development could adversely affect the water quality of the Russian River.</p>	<p>Mitigation Measures for impacts 3.2-C and 3.2-D also apply to this impact.</p>	<p>See the cited measures.</p>			
<p>Biological Resources</p>					
<p>Project development could adversely affect water quality thereby indirectly affecting listed salmonid species.</p> <p><u>LOT 4</u></p>	<p>3.3-A.1: The applicant shall preserve water quality in Cleland Mountain Creek. A Riparian Enhancement Area that includes Lots 20, 21, and 197 shall be established to include all areas with a setback of 20 feet from the top of the bank of this creek and deed restricted to prohibit grading, tree cutting, trash deposition, landscaping other than natural habitat restoration, storage of materials, filling, structures, dumping of chemicals or disruptive activities. The applicant shall replant the Riparian Enhancement Area. The replanting shall include riparian species along the creek and oaks, bay, and buckeye further from the creek. The plan shall include the planting of at least three replacement trees (of the same species as the tree removed) for each oak, bay, buckeye, and Oregon ash that is</p>	<p>Project Applicant</p>	<p>Final Subdivision Map</p>	<p>Planning Dept.</p>	<p>Approval of Final Subdivision Map</p>

**GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
	<p>removed. Within the 20-foot riparian habitat setback, appropriate native ground covers and shrubs will also be established to filter runoff from the developed portions of the nearby lots. All plantings established under this plan shall be irrigated and replaced as needed as well as monitored by the plan preparer for a period of no less than 3 years to ensure successful establishment. The Riparian Enhancement Area shall be maintained by the HOA pursuant to this plan.</p>				
<p>3.3-B: Project construction would remove up to 25 oaks. LOT 4</p>	<p>Mitigation Measure 3.3-A.1 also applies to this impact.</p>	<p>See the cited measure.</p>			
<p>3.3-D: Project construction would</p>	<p>Mitigation Measure 3.3-A.1 also applies to this impact.</p>	<p>See the cited measure.</p>			

**GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
restrict wildlife movement and displace nesting sites. LOT 4					
3.3-E: The project plus other proposed new development in the area could have a cumulative impact on Russian River water quality and oak woodlands. LOT 4	Mitigation Measures 3.2-C.1, 3.2-C.2, 3.2-D.1, 3.2-D.2, and 3.3-A.1 also apply to this impact.	See the cited measure.			
Cultural Resources					
3.4-A. Cultural resources could be damaged or destroyed by project construction.	3.4-A.1: If cultural resources are discovered on the site during construction activities, all earthmoving activity in the area of impact shall be halted until the applicant retains the services of a qualified archaeological consultant. These archaeological sites will be documented (by a professional meeting the Secretary of the Interior qualification standards) on DPR forms and evaluated for their eligibility for the California Register. The archaeological consultant shall identify specific	Project Applicant Project Construction Manager during construction	Issuance of Building, Grading or Other Permits	Planning Dept.	Planning Dept Completion of construction for implementation

**GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
	<p>measures to mitigate impacts to the resource if it is deemed eligible for the California Register. Mitigation shall include data recovery operations, protection in situ of deposits, and/or archival research, if appropriate. The applicant shall abide by the recommended proposals.</p> <p>3.4-A.2 In the event that human skeletal remains are discovered, work shall be discontinued in the area of the discovery and the County Coroner shall be contacted. If skeletal remains are found to be prehistoric Native American remains, the Coroner shall call the Native American Heritage Commission within 24 hours. The Commission will identify the person(s) it believes to be the "Most Likely Descendant" of the deceased Native American. The Most Likely Descendant would be responsible for recommending the disposition and treatment of the remains. The Most Likely Descendant may make recommendations to the landowner or the person responsible for the excavation/grading work for means of treating or disposing of</p>	<p>Project Applicant Project Construction Manager during construction</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept.</p>	<p>Planning Dept. County Coroner Completion of construction for implementation</p>

**GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
	the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.				
<p>3.4-B: Paleontological resources could be damaged or destroyed by project construction.</p>	<p>3.4-B.1: During project grading operations, should any undiscovered evidence of paleontological resources be encountered, work at the place of discovery shall be halted, and a qualified paleontologist shall be consulted to assess the significance of the finds. Prompt evaluations can then be made regarding the finds, and a management plan consistent with CEQA cultural resources management requirements shall be adopted.</p>	<p>Project Applicant Project Construction Manager during construction</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept.</p>	<p>Planning Dept. Completion of construction for implementation</p>
Traffic and Circulation					
<p>3.5-I: The project plus other new development would generate new traffic that would add congestion to study area intersections.</p>	<p>3.5-I.1: The applicant and/or future site developers shall pay the adopted Ukiah Valley Area Transportation Impact Fee at the time that building permits are issued.</p>	<p>Project Applicant</p>	<p>Building Permits</p>	<p>Planning Dept. Mendocino Council of Governments</p>	<p>Planning Dept. Issuance of Building Permits</p>
Air Quality					
<p>3.6-A: Construction activities associated with development of the project would</p>	<p>3.6-A.1: The project applicant and construction contractor shall for all construction project phases prepare and implement a</p>	<p>Project Construction Manager</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept.</p>	<p>Planning Dept. During and at Completion of</p>

**GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
<p>generate short-term emissions of criteria pollutants, including fine and respirable particulate matter and equipment exhaust emissions.</p>	<p>dust control program to limit construction emissions of PM₁₀. The program shall include at least the following provisions from MCAQMD Rule 1-430 Fugitive Dust. Because the site is over one acre in size, a Grading Permit must be approved by MCAQMD, and MCAQMD may require additional mitigations.</p> <ul style="list-style-type: none"> a. Covering open bodied trucks when used for transporting materials likely to give rise to airborne dust. b. The use of water or chemicals for control of dust in the demolition of existing buildings or structures. c. All visibly dry disturbed soil road surfaces shall be watered to minimize fugitive dust emissions. d. All unpaved surfaces, unless otherwise treated with suitable chemicals or oils, shall have a posted speed limit of 10 miles per hour. e. Earth or other material that has been transported by 				<p>construction</p>

**GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
<p>3.6-F: The project will use more energy and thereby generate greenhouse gas emissions that would adversely affect the global climate.</p>	<p>trucking or earth moving equipment, erosion by water, or other means onto paved streets shall be promptly removed.</p> <p>f. Asphalt, oil, water or suitable chemicals shall be applied on materials stockpiles, and other surfaces that can give rise to dust emissions.</p> <p>g. All earthmoving activities shall cease when sustained winds exceed 15 miles per hour.</p> <p>h. The operator shall take reasonable precautions to prevent the entry of unauthorized vehicles onto the site during non-work hours.</p> <p>i. The operator shall keep a daily log of activities to control fugitive dust.</p> <p>3.6-F.1: The project shall minimize the emission of greenhouse gases by including at least the following:</p> <ul style="list-style-type: none"> • Install solar hot water heaters with a back-up electric or gas water heater. • The project shall be 	Project Applicant	Issuance of Building, Grading or Other Permits	Planning Dept.	Planning Dept. Completion of construction

GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
	<p>constructed to incorporate the 2010 Title 24 building standards (or whatever standards have been adopted at the time that building permits are issued).</p> <ul style="list-style-type: none"> • The project shall include a photovoltaic (PV) solar electricity system that will be owned and operated by the Homeowner's Association for the benefit of the future residents. The system will be sized sufficiently so that it totally offsets electrical use from project parks, recreational facilities, and other facilities owned or managed by the Homeowners Association, excluding street lights. • Project residential units shall be oriented for maximum solar access. Roofs shall be constructed to allow easy and efficient retrofitting with rooftop solar panels. • The CC&Rs of the Homeowner's Association do shall not preclude the use of energy- or water-saving technologies or practices for 				

GARDENS GATE FEIR
 MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
 MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
Noise	<p>aesthetic reasons.</p> <ul style="list-style-type: none"> The project applicant shall ensure the Homeowners Association develops and maintains energy and water efficient practices for the common areas of the subdivision and follows a landscaping plan that does not impair the efficient operation of the solar collection facilities. 				
<p>3.7-C: Construction improvements would generate construction noise over a period exceeding one year.</p>	<p>3.7-C.1: Project construction shall not cause excessive noise. To accomplish this standard, the following measures are required:</p> <ul style="list-style-type: none"> Noise-generating activities at the construction site or in areas adjacent to the construction site associated with the project in any way should be restricted to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday. No construction activities should occur on weekends or holidays. Equip all internal combustion engine driven equipment with intake and exhaust mufflers that are in good condition and 	Project Applicant	During construction of all phases of the project	Planning Dept.	Planning Dept. Completion of construction

Exhibit B-20

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MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
	<p>appropriate for the equipment.</p> <ul style="list-style-type: none"> • Unnecessary idling of internal combustion engines should be strictly prohibited. • Locate stationary noise generating equipment such as air compressors or portable power generators as far as possible from sensitive receptors. Construct temporary noise barriers to screen stationary noise generating equipment when located near adjoining sensitive land uses. • Utilize "quiet" air compressors and other stationary noise sources where technology exists. • Control noise from construction workers' radios, CD players, etc. to a point that they are not audible at existing residences bordering the project site. • Designate a "disturbance coordinator" who would be responsible for responding to any local complaints about construction noise. The 				

Exhibit B-21

GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
	<p>disturbance coordinator will determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and will require that reasonable measures warranted to correct the problem be implemented. Conspicuously post a telephone number for the disturbance coordinator at the construction site and include it in the notice sent to neighbors regarding the construction schedule.</p> <ul style="list-style-type: none"> Notify existing residents when especially noisy operations are scheduled near their property, allowing the residents to plan activities accordingly. Examples of especially noisy sources: heavy earth moving equipment, jack hammers, pile drivers. 				
<p>Aesthetics</p> <p>3.8-F: New lighting on the project site will change nighttime views in the area.</p>	<p>3.8-F.1: The final design shall include a lighting plan that minimizes light escape from the site. The final plan shall become part of the CC&Rs for the Homeowners Association. This plan shall include the following:</p>	Project Applicant	Development Agreement	Planning Dept.	Planning Dept Issuance of Building Permits

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 MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
 MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
	<p>1. <u>Light shielding is required.</u> Except as otherwise exempt, all outdoor lighting fixtures shall be constructed with full shielding. Shielding shall prevent the light source from being visible to adjacent residential properties.</p> <p>2. <u>Minimum/Maximum Level of Illumination.</u> The minimum and maximum levels of illumination permitted are listed below. A photometric study listing the number, type, height, and level of illumination of all outdoor lighting fixtures shall be required prior to issuance of a building permit or site improvement plans to ensure compliance with these provisions.</p> <p>a. <u>Minimum security lighting for sidewalks, walkways, parking areas, and similar areas shall be 1.0 foot candles, measured at ground level, not to exceed 3.0 foot candles on average.</u></p> <p>b. In order to minimize light trespass on abutting</p>				

**GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261**

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
	<p>property, illumination measured on the property line of a subject parcel shall not exceed 0.5 foot-candles, measured on a vertical plane along the property line.</p> <p>c. Building-mounted decorative or security lights shall not exceed 5.0 foot-candles, measured a distance of five feet from the light source. All building lighting shall be reviewed and authorized by Mendocino County prior to the initiation of lighting installation.</p> <p>3. Maximum Height of Outdoor Light Fixtures. The maximum height of freestanding outdoor light fixtures for multi-family residential development and non-residential development abutting a single-family residential zoning district or use shall be 20 feet. Otherwise, the maximum height for freestanding outdoor light fixtures shall be 25 feet.</p> <p>4. <u>Type of illumination. All</u></p>				

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MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
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IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
	<p>outdoor lighting fixtures shall be energy efficient. <u>Energy efficient lights include all high-intensity discharge lamps (mercury vapor, high-pressure sodium, low-pressure sodium, and metal halide). The concentrated and/or exclusive use of either low-pressure sodium or metal halide lighting is prohibited.</u></p> <p>5. <u>Hours of illumination.</u> Automatic timing devices shall be required for all outdoor light fixtures on multi-family residential and non-residential development (e.g., parks) with off hours (exterior lights turned off) between 11:00 p.m. and 6:00 a.m. Exceptions are that outdoor lights may remain on in conjunction with the hours of operation of the corresponding use, for security purposes, or to illuminate walkways, roadways, equipment yards, and parking lots.</p> <p>6. <u>Prohibited Lighting.</u> The following outdoor light fixtures shall be prohibited as specified below.</p>				

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MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
	<p>a. <u>Lighting of parks for active nighttime recreation.</u></p> <p>b. <u>Uplighting/back-lit canopies or awnings.</u></p> <p>c. <u>The concentrated and/or exclusive use of either low-pressure sodium or metal halide lighting</u></p> <p>d. <u>Neon tubing or band lighting along building structures</u></p> <p>e. <u>Searchlights.</u></p> <p>f. <u>Flashing lights.</u></p> <p>g. <u>Illumination of entire buildings. Building illumination shall be limited to security lighting and lighting of architectural features authorized by the designated Approving Authority in conjunction with the required development permit(s).</u></p> <p>h. <u>Roof mounted lights except for security purposes with motion detection and full shielding so that the glare of the light source is not visible from any public right-of-way.</u></p>				
Public Services and Infrastructure					

End of Exhibit "A"

GARDENS GATE FEIR
MITIGATION MONITORING AND IMPLEMENTATION PROGRAM
MITIGATION MEASURES APPLICABLE TO LOTS 1, 2, 3, AND 4 LOCATED WITHIN TRACT 261

IMPACT	MITIGATION	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	MONITORED BY AND DATE
<p>3.9-F: New development resulting from the project and other new development in the area would increase the demands on the Ukiah Valley Fire District and the emergency medical response system possibly require the construction of new facilities.</p>	<p>3.9-F.1: If the County has not adopted additional funding for the EMS system at the time of approval of the Development Agreement, then the applicant shall agree within the Development Agreement to pay any fees that the County adopts for EMS funding prior to and/or within five years of approval of the Development Agreement.</p>	<p>Project Applicant</p>	<p>Development Agreement</p>	<p>Planning Dept.</p>	<p>Planning Dept. Issuance of Building Permits</p>
<p>3.9-O: Future development could be placed in locations where people and structures would be exposed to potential wildland fires.</p>	<p>3.9-O.1: The project shall be designed and constructed to minimize risk of wildfire destroying residences. The Ukiah Valley Fire District shall review project plans and determine in writing that adequate access, emergency response, and fireflow are available, and that the project complies with the most current State requirements for development in the wildland/urban interface. Final project design shall conform with any changes that the District requires.</p>	<p>Project Applicant</p>	<p>Development Agreement</p>	<p>Ukiah Valley Fire District Planning Dept.</p>	<p>Ukiah Valley Fire District Planning Dept. Issuance of Building Permits</p>

File: Mitigation Monitoring Program Tract 261 - 100024.DOC Printed: 2010-03-24

Exhibit B-27

Exhibit "C"

RIPARIAN ENHANCEMENT GUIDELINES LOT 4, TRACT 261

PURPOSE:

The Riparian Enhancement Plan ("Plan") includes landscape planting and maintenance guidelines to restore riparian vegetation and enhance riparian habitat within a portion of Lot 4, Tract 261, that lies within the Riparian Enhancement Easement ("Easement") shown in the attached figure. The purpose of the Plan is to mitigate the potential adverse impacts to the riparian vegetation and wildlife and the water quality within Cleland Mountain Creek associated with development of Gardens Gate Subdivision, including Tract 261.

The Plan includes:

1. General Use Restrictions and Provisions
2. Planting Plan
3. Planting and Irrigation Specifications
4. Maintenance Guideline
5. Performance Criteria and Monitoring Methods
6. Reporting Requirements

1 GENERAL USE RESTRICTION AND PROVISIONS

- No construction of trellis, decks, barbeques, spas, swimming pools or any other significance landscape features may occur within the upland buffer of the Cleland Mountain Creek protection area.
- Walkways, trails, patios and lawn may occur within the upland buffer provided they remain a minimum of 6' from the top of bank. Surfaces are ideally hardscape (concrete or flagstone as opposed to decomposed granite in order to reduce erosion and sedimentation during periods of rain.
- Native type lawns (Yarrow, Sedge, Red Fescue or other similar information treatments are allowed within the upland buffer in a restricted fashion and shall be no closer than 6' from the top of bank. Provide an evergreen vegetated buffer of *Juncus* to cleanse and slow irrigation and storm water runoff from entering creek.
- Planting with the upland buffer shall be from the approved plant list and developed in accordance with the general concept of the Riparian Enhancement Plan.
- Landscape construction shall be low impact and sensitively performed. Protective fencing shall be installed around existing vegetation and work shall be performed during

the dry season. If construction extends beyond the defined dry season, erosion control measures shall be employed per county regulations.

- All planted area shall be covered with 3-4" of arbor mulch to prevent erosion and sedimentation of the Cleland Mountain Creek.
- In general, improvements may be made within the meadow area of the upland buffer during home landscape development provided is an approved plan. No shrubs, trees, or creek channel plantings may be removed without mitigation previously approved by the County.
- The Riparian Enhancement Plan includes three black oak trees to mitigation the removal of one Black Oak tree which is anticipated with the development of Lot 4.

2. LANDSCAPE PLAN

See the attached landscape plan.

3. PLANTING, CONSTRUCTION AND IRRIGATION SPECIFICATIONS

Site Preparation

- The giant reed (*Arundo dox*) plants will be cut down to the base and Rodeo will be applied to the stalk tips. Himalaya berry (*Rubus discolor*) will be cut to the base and Rodeo will be applied to the stalk tips. Periwinkle (*Vinca minor* vegetation will be removed and Rodeo will be applied in these areas to prevent reestablishment.
- Application of Rodeo will follow recommended application guidelines.
- Soil in the upland buffer area shall be rototilled/disked and seeded with approved seed mix. Orange exclusion fencing will be installed at the top of bank and around existing riparian corridor during any disking or heavy equipment use to prevent disturbance to these sensitive habitats.
- Soils at the stream banks shall be hand worked to remove debris and organic matter from planting pits.

Planting

- Plants shall be from liners and shall be healthy, vigorous and true to species and variety as specified on plans.
- All plant shall be provided by a certified nursery and shall be free of any all pests and diseases.
- No plant substitution shall be made with writer authorization from the a Landscape Architect and/or consulting Biologist

- All plants shall be placed in the field by the Contractor and adjusted by the project Landscape Architect prior to installation
- Will stakes for embankment stabilization shall be obtained from Cleland Mountain Creek riparian area.
- All areas of project to be seeded with seed mix upon completion of planting (except bottom of stream channel). Hold Fast Native Blend from LeBallister's Seed and Fertilizers (<http://www.leballistersseed.com>) to be cast per seed specifications:

California Bromegrass – Cucamonga
 Blue Wild Rye
 Three Weeks Fescue
 California Buckwheat
 California Poppy
 Arroyo Blue Lupine

Irrigation

Temporary drip irrigation shall be provided for all plants. A battery operated valve shall be utilized for this single valve operation. Drip tubing shall cross the creek at the Western edge of the enhancement area and be staked to the bottom of the channel. Provide (2 .5 gallon per hour emitters per plan.

Deer Fencing

Temporary deer fencing shall be provided around the riparian enhancement area for the duration of the establishment period. Fencing shall utilize metal T-stakes at a minimum of every 8' on center and 8' high plastic netting shall be secured to the posts. Allow for gate with easy access point at NW corner for monitoring and maintenance. Fencing shall be removed upon completion of monitoring period.

4. MAINTENANCE GUIDELINE

Maintenance measures to be performed included annual trash removal and maintenance of irrigation based on recommendations from monitoring activities.. Maintenance can include plant material replacement, re-seeding of meadow/grassland areas, replacement of deer fencing or maintenance of irrigation lines and emitters.

5. PERFORMANCE CRITERIA AND MONITORING METHODS:

The objective of the performance criteria is to ensure restored riparian habitat is developing into properly functioning systems. Performance criteria for the riparian restoration will be assessed. Performance criteria for success of these restoration areas will be based on 85% survival rate of planted and seeded plant species

Monitoring will be performed within the riparian enhancement area to assess the performance of the plantings and monitor the temporary irrigation.

All riparian planting and seeding areas will be monitored to determine survival success. Riparian planting monitoring will be conducted on a quarterly basis for years 0 through 3. A 3-year monitoring period is a reasonable time to determine if plantings are established and surviving. The temporary irrigation will be inspected on a quarterly basis to ensure emitters are functioning and there are no portions that need repair.

The giant reed plants will be inspected to determine if Rodeo application was successful. Periwinkle and Himalaya berry will be monitored after removal to determine if these species are becoming reestablished.

Photographs will be taken at permanently established photo points to document riparian restoration establishment over time. Photo points will be determined in the field once implementation is complete to ensure the most complete coverage of all site aspects.

6. REPORTS

Monitoring reports summarizing the results of the monitoring efforts will be prepared and submitted annually. The annual reports will include copies of field notes, photographs from fixed photo points, analysis of data and description text documenting important features of the restoration activities. The reports will include any recommended addition maintenance or correction activities in the riparian enhancement area, and summaries of such actions taken in the previous year.

EXHIBIT H

FINAL FINDINGS AND CONDITIONS OF APPROVAL OCTOBER 8, 2009

EXHIBIT H



COUNTY OF MENDOCINO
 DEPARTMENT OF PLANNING AND BUILDING SERVICES
 501 LOW GAP ROAD • ROOM 1440 • UKIAH • CALIFORNIA • 95482

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**FINAL FINDINGS AND CONDITIONS OF APPROVAL
 CASE # S 3-2005 – UKIAH LAND LLC
 OCTOBER 6, 2009**

The Board of Supervisors approve Subdivision # S 3-2005 per the findings and conditions of approval contained in the staff report, certifying the Environmental Impact Report as recognized by Resolution # 09-230 and approving the associated Development Agreement, Inclusionary Housing Agreement and Vesting of Tentative Map as follows:

- a) Certification of the EIR with adoption of all the mitigation measures included in the EIR as recommended to be modified by staff as shown in attached Exhibit "A" along with a "Statement of Overriding Considerations" (with recommended findings as shown on page 8 and 9 of the staff report for the July 2, 2009 Planning Commission meeting) for impacts that are unavoidable or unable to be reduced to less than significant;
- b) Approval of the subdivision with Conditions of Approval as modified (as shown below);
- c) Approval of a Development Agreement between the County and the applicant, as well as an Inclusionary Housing Agreement, as shown in the draft agreements attached to this staff report; and
- d) Further, the mitigations are modified as follows:
 1. Do not require a roundabout with Phase 1B but require a roundabout upon development of 100 units within the project. If a roundabout is not constructed prior to development of 100 units, then the project access road shall be constructed as the fourth leg of a standard four leg intersection with a two lane eastbound approach to the intersection with South State Street. A left-turn lane shall be provided on the northbound South State Street intersection approach. This mirrors the existing left turn lane on the southbound South State Street intersection approach. This may require widening of South State Street. Applicant shall provide adequate right-of-way for future construction of the roundabout.
 2. Mitigation measures 3.5-K-1, 3.5-K-2, 3.5-L.1, and 3.5-L.2, now included in the Final EIR shall not be required, as they would no longer be needed since impacts requiring these measures have been avoided due to this revision in the project.
 3. That, in lieu of an emergency evacuation access, the developer agrees to provide fire sprinklers in all structures and will continue to seek an alternative connection access to the south of the project.

CONDITIONS OF APPROVAL OF SUBDIVISION:

1. The applicant and/or subsequent grantees shall adhere to all of the mitigation measures as shown in the attached Exhibit A.
2. The applicant and/or subsequent grantees shall either (1) submit to the Division of Environmental Health a letter from the district(s) or agency(s) stating that water and/or sewer services (and main extensions, where required) have been installed to the satisfaction of the district or agency to serve each lot in said subdivision and connected to the system providing the service(s) and has been accepted by the district or agency for maintenance by said district or agency (Mendocino County Code 17.55 & 17.56); or (2) the applicant shall submit a letter to the Division of Environmental Health from the district(s) or agency(s) stating that engineered improvement plans for the future

- Installation of services (and main extensions, where required) for each lot and the connection to the system providing the service are acceptable to the district, including maintenance of the system by the district and the applicant shall submit a letter to Division of Environmental Health from the County Engineer stating that performance bonds or other adequate surety have been secured, to the satisfaction of the county engineer, to cover the cost of the installation of services (and main extensions, where required) for each lot and the connection to the system providing the service per Mendocino County Code Chapter 17 Article VIII.
3. A note shall appear on subsequent Final Maps that "Development within the flood plain as identified on this map, is subject to those restrictions in the Flood Plain Regulations of the Mendocino County Code."
 4. A note shall appear on subsequent Final Maps that the access road, driveway and interior circulation routes be maintained in such a manner as to insure minimum dust generation subject to Air Quality Management District Regulation 1 Rule 430. All grading must comply with Air Quality Management District Regulations Rule 430. Any rock material, including natural rock from the property, used for surfacing must comply with Air quality Management District regulations regarding asbestos content.
 5. A note shall appear on subsequent Final Maps that in the event that archaeological resources are encountered during development of the property, work in the immediate vicinity of the find shall be halted until all requirements of Chapter 22. 12 of the Mendocino County Code relating to archaeological discoveries have been satisfied.
 6. Prior to recording the final map for any phase, the subdivider shall create an organization capable, in the opinion of County Counsel, of maintaining all storm drainage facilities located outside of street right of ways accepted into the County Maintained Road System as well as all private roads, common driveways, park and common open space areas, streetscape parkways and landscaping, and the riparian enhancement area (including the drainage easement and 20-foot deed restricted setbacks along Cleland Mountain Creek).
 7. This entitlement does not become effective or operative and no work shall be commenced under this entitlement until the California Department of Fish and Game filing fees required or authorized by Section 711.4 of the Fish and Game Code are submitted to the Mendocino County Department of Planning and Building Services. Said fee of \$2818.25 shall be made payable to the Mendocino County Clerk and submitted to the Department of Planning and Building Services prior to October 13, 2009. If the project is appealed, the payment will be held by the Department of Planning and Building Services until the appeal is decided. Depending on the outcome of the appeal, the payment will either be filed with the County Clerk (if the project is approved) or returned to the Payer (if project is denied). Failure to pay this fee by the specified deadline shall result in the entitlement becoming null and void. The applicant has the sole responsibility to insure timely compliance with this condition.
 8. Pursuant to Government Code Section 66492 & 66493, prior to recordation of the Final Map, the subdivider must: (1) Obtain a Certificate from the Mendocino County Tax Collector stating that all current taxes and any delinquent taxes have been paid and; (2) Pay a security deposit (or bond) for taxes that are a lien, but not yet due and payable.
 9. Plans for the design of the center of the roundabout in regard to landscaping and any monument sign shall be submitted to the County as well as the City of Ukiah for design review approval prior to the construction of the roundabout.
 10. The application along with supplemental exhibits and related material shall be considered elements of this entitlement and that compliance therewith shall be mandatory, unless a modification has been approved by the County Board of Supervisors.

11. Subdivision improvements shall include the extension of water, sewer and public utility (gas, electricity, telephone, cable television) services to each parcel. Street lighting shall also be installed. All utilities within the subdivision shall be placed underground.
12. All roadway and drainage improvements shall be constructed in conformance with Mendocino County Road and Development Standards, typical road sections as shown on the vesting tentative map, and mitigation measures included in the Final Environmental Impact Report and improvement plans prepared by a Registered Civil Engineer and approved by the Mendocino County Department of Transportation (MDOT).
13. A note shall appear on all subsequent Final Maps that "All residential dwelling units shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, of the Fire Code of the Ukiah Valley Fire District. This alternative is consistent with Section D107 of the same Fire Code."
14. Subdivision Improvement plans shall be accompanied by a drainage report prepared by a Registered Civil Engineer. The report shall provide hydrology and hydraulic calculations necessary to support the design, location, and capacity of all proposed drainage facilities necessary for compliance with Mendocino County Road and Development Standards and Section 17-57(C) of the County Division of Land Regulations. This drainage report shall also include the location, capacity analysis and condition assessment of all existing drainage channels and structures receiving runoff from the subdivision to a point east of the NCRA (railroad) right of way.
15. Drainage facilities appurtenant to the subdivision streets shall be designed and constructed in accordance with the following minimum standards:
 - a. Culverts, storm drains and detention facilities shall be designed to accommodate a "50-year" storm event ("100-year" storm event when failure will result in lot flooding) using all available head at the inlet;
 - b. Minimum culvert and storm drain size shall be of sufficient width to allow maintenance and replacement of drainage facilities, and shall be subject to the approval of Mendocino County Department of Transportation and shall be shown on the Final Map.
 - c. Special erosion control measures shall be designed and installed when channel grade exceeds 5 percent.

Drainage improvements shall include design features as needed as needed to adequately conduct runoff from completed phases across future phases to a satisfactory point of disposal.
16. Subdivision improvement plans shall include all storm drainage, detention/retention facilities designed in general conformance with Conceptual Drainage Plan shown on the Vesting Tentative Map dated June 8, 2009. The drainage facilities shall be installed within appropriate easements or dedicated parcels and shall be sufficient to mitigate the increase in runoff resulting from the 10 year storm event on site. The plans shall be accompanied by calculations prepared by the design engineer to verify this mitigation. Drainage plans shall be subject to the review and approval of the MDOT and Regional Water Quality control Board. A General Construction Activity Storm Water Permit shall be secured.
17. Prior to performing any work within the Russian River Floodplain, subdivider shall secure all applicable permits from the California Department of Fish and Game, the U.S. Army Corps of Engineers, as well as any other agencies which may have control or authority.
18. Pursuant to provisions in Section 17-43(D)(6) of the County Division of Land Regulations, all areas within the subdivision subject to inundation in the event of a "100-year" storm event shall be clearly identified on the final map. Data shown on the final map shall be supported and verified by a report prepared by a registered civil engineer and submitted to the Department of Transportation

concurrently with final map check prints. The report shall take into account any grading to be utilized to raise the ground elevation above the base flood elevation.

19. Minimum elevations of building pads shall be constructed at or above the (100 year) base flood elevation. The finished floor elevation of all residential structures shall be a minimum of one (1) foot above the (100 year) base flood elevation. All residential structures built within the designated (100 year) base flood hazard area shall have its finished floor elevation certified by elevation certificate with FEMA and the County of Mendocino. Building pads are defined as the area within the building footprint of the residential structure. All building pads shall be located inside the building setback lines on each lot.
20. Subdivision improvement roadway plans shall include cross-sections at a maximum interval of 50 feet.
21. Any proposed work within County rights-of-way requires obtaining an encroachment permit from the Mendocino County Department of Transportation.
22. Damage to the County Maintained Road System attributable to hauling of material and equipment in connection with subdivision grading and construction shall be repaired and maintained to the satisfaction of the Director of Transportation.
23. The applicant and/or subsequent grantees shall provide, either through revised subdivision tentative map, or through revised tentative map and approval of Boundary Line Adjustment #B 22-2008, an access strip of a minimum of 60 feet in width that would extend from South State Street (CR# 104 A) westerly to APN 184-110-29. Further, any additional right of way that may be needed for development of subdivision access improvements along South State Street corridor including frontage improvements, the extension of Plant Road (CR# 142), the Gobalet Lane/South State Street intersection and the Roundabout within the South State Street corridor shall be dedicated to the County in fee simple and/or with all costs borne by the applicant and/or subsequent grantees.
24. Access roadway to serve proposed lots 194 and 195 shall be widened and improved to an 18 foot wide road surfaced with 2 inches asphalt concrete over six (6) aggregate base constructed within a forty (40) foot wide access easement. Roadway shall be constructed in accordance with improvement plans prepared by a registered civil engineer and conforming to Mendocino County Road and Development (MENDOT) Standards for Private Minor Subdivision Road.
25. Existing driveway approach serving proposed lots 194 and 195 shall be widened to 18 feet and improved to current Residential Driveway Approach (Rural Road) Standard No. A51A.
26. Access roadway to serve proposed lots 196 and 197 and shall be improved to a 20 foot wide base width surfaced eighteen (18) feet wide with 2 inches asphalt concrete over six (6) inch aggregate base with grade not to exceed sixteen (16) percent and constructed within a sixty (60) foot wide access easement. Roadway shall be constructed in accordance with improvement plans prepared by a registered civil engineer and conforming to Mendocino County Road and Development Standards for a Private Minor Subdivision Road.
27. Existing driveway approach serving proposed lots 196 and 197 and 441 Oak Knoll Road (APN 184-033-14) shall be widened to 20 feet and improved to current Residential Driveway Approach (Rural Road) Standard No. A51A.
28. Construct Hammerhead "T" turnaround to Mendocino County Department of Transportation Standard No. A15 at proposed Lot 194 or 195 and at Lot 196 or Lot 197.

EXHIBIT "A" - GARDEN'S GATE SUBDIVISION - MITIGATION MONITORING AND REPORTING PROGRAM

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>Geology</p> <p>3.1-A: Improvements built on the site would be subject to seismic ground shaking, which could cause the failure of those improvements and risk to human health.</p>	<p>3.1-A.1: A final geotechnical report shall be prepared that incorporates the recommendations set forth in the 2005 RGH Report as modified by mitigation measures recommended in this EIR. The project applicant shall design project structures and foundations to withstand expected seismic forces in accordance with the California Building Code as adopted by the County of Mendocino. Since the project site is located within Seismic Zone 4 it is considered potentially seismically active. The County shall not issue building permits until seismic design criteria are reviewed and approved. During construction adherence to design criteria shall be monitored, and a final report issued documenting conformance prior to occupancy.</p>	<p>Project Engineer Project Geotechnical Consultant</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Mendocino County Dept of Planning & Building Services (Planning Dept.)</p>	<p>Planning Dept Approval of Final Map</p>
<p>3.1-B: Seismically induced ground failure, including liquefaction and densification, would cause improvements to fail and risk to human health.</p>	<p>3.1-B.1: Potentially unstable surface soils shall be remediated by strengthening the soils during site grading. The strengthening will be achieved by excavating the weak soils and replacing them as properly compacted engineered fill. All site grading and foundation construction shall follow the recommendations of the Geotechnical Engineer of record for the project. The process will include excavation of surface soils and placement of all fill soils at a minimum of 90 percent compaction relative to the maximum dry density near the optimum moisture content as determined in accordance with ASTM D 1557. Site soils will be tested during construction</p>	<p>Project Engineer</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept</p>	<p>Planning Dept Prior to building construction</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>3.1-C: Potentially unstable slopes or underlying soils could cause the failure of improvements and risk to human health.</p>	<p>by the Geotechnical Engineer-of-Record or by a Special Inspector to confirm that minimum standards are met. A final report documenting results of fill testing will be submitted to the County of Mendocino Department of Planning and Building Services and will be subject to the review of that department.</p> <p>3.1-C.1: Cut and fill slopes should be designed and constructed as slope gradients of 2h:1v or flatter, unless otherwise approved by the Geotechnical Engineer-of-Record in specified areas. The interior slopes of the retention basin should be inclined no steeper than 3h: 1v. If steeper slopes are required, retaining walls shall be used. Fill slopes steeper than 2h:1v will require the use of a Geogrid reinforcing material to increase stability. Fill slopes shall be constructed by over-filling and cutting the slope to final grade. Graded slopes shall be planted with fast-growing, deep-rooted groundcover to reduce sloughing and erosion.</p> <p>Fills placed on terrain sloping at 5h:1v or steeper shall be continually keyed and benched into firm, undisturbed bedrock or firm soil. The benches shall allow space for the placement of select fill of even thickness under settlement sensitive structural elements supported directly on the fill.</p> <p>3.1-C.2: Retaining walls shall be designed to retain planned cut slopes for the 10 hillside lots that exceed 2h:1v in slope steepness and for the sidewalk between the project access and Oak Court Road. These cuts are planned to</p>	<p>Project Engineer Project Geotechnical Consultant</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept</p>	<p>Planning Dept Prior to building construction</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<p>be as great as 13 feet in height. The Geotechnical Engineer-of-record shall provide revised recommendations for retaining walls if needed to meet current building code requirements. All retaining walls shall be designed by a State of California Registered Civil Engineer in accordance with requirements of the 2007 California Building Code including seismic design considerations. Retaining wall design shall be reviewed by the County of Mendocino Department of Planning and Building Services to ensure conformance with state and local building code requirements.</p> <p>3.1-C-3: Plan Review will be performed by the County of Mendocino Department of Planning and Building Services to ensure conformance with grading and drainage requirements. The Geotechnical Engineer-of-Record shall prepare a geotechnical review letter documenting that plans meet with the intent of geotechnical recommendations.</p> <p>3.1-C-4: The Geotechnical Engineer-of-Record and/or Special Inspector shall perform construction observation and testing to ensure conformance with design requirements and geotechnical recommendations. Testing and monitoring shall include:</p> <ul style="list-style-type: none"> • Verification of compaction requirements for engineered fill and subgrade soils. Unless otherwise stated all engineered fill shall be compacted to at least 90 percent of the maximum dry density at moisture contents above the optimum in 	<p>Project Geotechnical Consultant</p>	<p>During construction</p>	<p>Planning Dept.</p>	<p>Planning Dept. Completion of building construction</p>

IMPACT	MITIGATION MEASURE	IMPLEMENT ED BY	WHEN IMPLEMENT ED	MONITORE D BY	VERIFIED BY AND DATE
<p>3.1-D: Expansive soils on the site could cause the failure of improvements and risk to human health.</p>	<p>3.1-D.1: Where spread footings are chosen for foundation support, weak, porous, compressible and locally expansive surface soil shall be excavated to within 6 inches of their entire depth. Excavation of weak, compressible, and locally expansive soils shall extend a minimum of 12 inches below exterior concrete slabs and/or asphalt concrete pavement subgrade. These soils shall be</p> <ul style="list-style-type: none"> • Verification of correct installation of erosion control measures and adherence to the requirements of the approved Stormwater Pollution Plan (SWPPP) for the project • Materials Testing and Special Inspection of concrete, steel, asphalt, wood members and other structural elements to establish conformance with the design standards. 	<p>Project Engineer Project Geotechnical Consultant</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept</p>	<p>Planning Dept Completion of building construction</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<p>replaced with select fill material. Additionally, excavation of weak, porous, compressible, expansive, creep-prone surface materials shall extend at least 5 feet beyond the outside edge of exterior footings of the proposed buildings and 3 feet beyond the edge of exterior slabs and or pavements. These soils shall also be replaced with select fill material as described below.</p> <p>Select fill material shall be free of organic matter, have a low expansion potential, and conform in general to the following requirements: 100% passing 6" sieve, 90-100% passing the 4" sieve, 10-60% passing the No. 200 sieve (all percentages by dry weight); LL - 40 max; PI - 15 max; R-value - 20 min. The Geotechnical Engineer-of-Record shall approve imported material prior to use as compacted fill.</p>				
Hydrology and Water Quality					
<p>3.2-A: Development of the project would create new impervious surfaces, increasing the rate and amount of stormwater runoff. This runoff could contribute to flooding in the vicinity of the project site.</p>	<p>3.2-A.1: The project shall not cause flooding downstream of the project site, and post-development peak flows discharged to the 18-inch CMP shall not exceed pre-development peak flows. At final project design, the applicant shall calculate the amount of runoff that will be generated by the developed, southern portions of Lots 20 and 21, and factor that increase into the analysis performed by Sandline and Associates to determine whether peak flow rates will remain below pre-development levels and the risk of flooding in the project site and off-site downstream will not be increased. If the post-project peak flow rates exceed the pre-development levels, the applicant shall increase the volume of</p>	Project Engineer	Final Map approval	Mendocino Water Agency (Water Agency)	Mendocino Water Agency and Planning Dept. Mendocino County Department of Transportation Final Map approval

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<p>the vault system storage and/or detention basin capacity to achieve the target peak flow discharge. The 18-inch storm drain facility beneath South State Street shall be located, inspected by video camera or other method, and a report submitted to the County Department of Transportation at the time of final design of the subdivision storm drainage system, substantiating the adequacy of the existing facility to accommodate the design runoff or recommending improvements necessary to the facility to adequately accommodate project runoff. Those recommendations shall be constructed.</p>				
	<p>3.2-A.2: As part of the Development Agreement, establish a Homeowners Association (HOA) maintenance agreement that details the provisions for regular monitoring of the status of the vault and detention pond storage capacities, as well as requirements for vault and detention pond cleanouts, when necessary, to maintain design stormwater storage levels. Establish a monitoring protocol that is acceptable to the County that monitors implementation of this maintenance, including a bond or other funding agreement that reimburses the County if the County is required to conduct required maintenance due to the HOA not implementing required maintenance.</p>	Project Engineer	Approval of Development Agreement	Planning Dept.	Planning Dept. Prior to construction
<p>3.2-B: Project development would result in the construction of four residential lots in the FEMA-designated 100-year floodplain of Cleland Mountain Creek.</p>	<p>3.2-B.1: The project shall not result in flooding of residences on the project site. To minimize the risk of flooding during the FEMA-designated 100-year base flood, the applicant shall implement one of the following alternatives: A) Re-design the grading plan for Lots 20-21 and 196-197 in the vicinity of Cleland Mountain Creek so that building</p>	Project Engineer	Final Map approval	Planning Dept. Water Agency	Planning Dept. Prior to Final Map

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
3.2-C: Project development	<p>finished floor elevations are a minimum of one foot above the land surface elevations inferred by the FIRI Zone A SFHA mapping;</p> <p>or</p> <p>B) Prepare a Letter of Map Revision (LOMR), accompanied by the appropriate technical documentation, and submit it to FEMA (or its sponsored contractor), to petition for a change in the FEMA SFHA designation for the project site. Required technical documentation would include an updated flood backwater profile modeling of Cleland Creek, including the proposed Plant Road bridge crossing, which was excluded from the original HEC-RAS analysis conducted for the project by Sandine Associates. If the modeling results verify that the published FEMA mapping is inaccurate and that Lots 20-21 and 196-197 are outside of the redefined SFHA, then the lots could be developed as proposed, subject to possible regulatory restrictions or conditions imposed by the California Department of Fish and Game (CDFG) and the Mendocino County Water Agency (MCWA) for disturbance of the riparian corridor. If the modeling results verify that the published FEMA flood mapping was accurate, then Alternative A would be required for development of the lots. The same potential regulatory restriction or conditions imposed by CDFG or the MCWA would apply.</p>	Project Engineer	Issuance of Building, Grading or	Water Agency	Water Agency SWRCB 7

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>would result in the clearing of land for the proposed site improvements. During and after project construction exposed slopes will be at increased risk of erosion. Site erosion could prematurely decrease the storage capacity of the vault detention system. The construction of the proposed bridge crossing over Cleland Mountain Creek would also create conditions for the discharge of fill into Waters of the United States.</p>	<p>submit a detailed Erosion Control Plan as part of the Stormwater Pollution Prevention Plan (SWPPP) to the Mercurio County Water Agency (MCWA) and to the State Water Resources Control Board (SWRCB), in conjunction with the filing of a Notice of Intent (NOI) with the SWRCB. The County shall not issue a Grading Permit until the County Water Agency agrees that the plan contains adequate Best Management Practices for controlling erosion. At a minimum, the Erosion Control Plan shall include the following restrictions, guidelines, and measures: (1) grading and earthwork shall be prohibited during the wet season (typically October 15 through April 15) and such work shall be stopped before pending storm events during the spring-fall construction season; (2) erosion control/soil stabilization techniques such as straw or wood mulching, erosion control matting, and hydroseeding, or their functional equivalents shall be utilized in accordance with applicable manufacturers specifications and erosion control Best Management Practices (BMPs) published in the <i>California Stormwater BMP Handbook - Construction</i> (California Stormwater Quality Association 2005) and/or similar prescriptions outlined in the <i>Erosion and Sediment Control Field Manual</i> (SF Bay RWQCB 2002); (3) bales of hay or accepted equivalent methods shall be installed in the flow path of graded areas receiving concentrated flows, as well as around storm drain inlets; (4) installation of silt fencing and other measures to segregate the active flow zone of Cleland Mountain Creek from</p>		Other Permits	SWRCB	<p>Plan verified at approval of Grading Permit Implementation verified at completion of construction</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>3.2-D: Project implementation would increase the area devoted to both paved (roadway and driveway) surfaces and maintained landscaping. Episodic discharge of stormwater contaminated with heavy metals could detrimentally affect downstream water quality. Residential lot development would be accompanied</p>	<p>the near overbank disturbance associated with bridge abutment construction; and (5) post-construction stormwater treatment measures.</p> <p>These and other erosion control BMPs shall be monitored for effectiveness and shall be subject to inspection by the County. The applicant shall be responsible for implementing any remedial actions recommended by the County. After construction is completed, all drainage facilities shall be inspected for accumulated sediment, and these drainage structures shall be cleared of debris and sediment. Silt fence shall be left in place until the hydrosseed has become established.</p>	<p>Project Engineer</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Water Agency Planning Dept. SWRCB</p>	<p>Water Agency SWRCB Plan verified at approval of Grading Permit Implementation verified at completion of construction</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>by increased application of fertilizers and chemicals (such as herbicides and pesticides).</p>	<p>than a full paved driveway); using pervious materials for parking areas; directing runoff from rooftops and streets to landscaping buffers and/or recharge trenches.</p> <ul style="list-style-type: none"> • These and other BMPs shall be monitored for effectiveness and shall be subject to inspection by the County. The Homeowners Association shall be responsible for implementing any remedial actions recommended by the County. The applicant shall establish a monitoring protocol that is acceptable to the County that monitors implementation of these measures, including a bond or other funding agreement that reimburses the County if the County needs to conduct required maintenance due to the HOA not implementing required maintenance. The County can require that monitoring be done by a third party acceptable to the County; costs of all monitoring and any maintenance will be borne by the Homeowners Association. <p>Since the objective of erosion control and water quality treatment measures would be to reduce contaminant loading to the maximum extent practicable with implementation of the best available technologies, the recommended BMPs are not fixed. Other measures can be applied as long as the applicant can demonstrate to the satisfaction of MCWA that those measures can provide equivalent levels of reduction in contaminant loading.</p>				

IMPACT	MITIGATION MEASURE	IMPLEMENT ED BY	WHEN IMPLEMENT ED	MONITORE D BY	VERIFIED BY AND DATE
<p>3.2-E: The project plus other cumulative development could adversely affect the water quality of the Russian River.</p>	<p>The applicant shall prepare a plan that describes the roles and responsibilities of the HOA, lot owners, and/or the County for implementing the BMPs and monitoring the results. If the County will be responsible for monitoring or implementing any actions, then a funding mechanism will be established. The County will review and approve this plan prior to the onset of construction.</p> <p>Mitigation Measures for Impacts 3.2-C and 3.2-D also apply to this impact.</p>	<p>See the cited measures.</p>			
<p>Biological Resources</p>					

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>3.3-A: Project development could adversely affect water quality thereby indirectly affecting listed salmonid species.</p>	<p>3.3-A.1: The applicant shall preserve water quality in Cleland Mountain Creek. A Riparian Enhancement Area that includes Lots 20, 21, and 197 shall be established to include all areas within a setback of 20 feet from the top of bank of this creek and deed restricted to prohibit grading, tree cutting, trash deposition, landscaping other than natural habitat restoration, storage of materials, filling, structures, dumping of chemicals, or disruptive activities. The applicant shall replant the Riparian Enhancement Area. The planting and maintenance of the plantings shall be conducted per a plan prepared by a qualified biologist. The replanting shall include riparian species along the creek and oaks, bay, and buckeye further from the creek. The plan shall include the planting of at least three replacement trees (of the same species as the tree removed) for each oak, bay, buckeye, and Oregon ash that is removed. Within the 20-foot riparian habitat setback, appropriate native ground covers and shrubs will also be established to filter runoff from developed portions of nearby lots. All plantings established under this plan shall be irrigated and replaced as needed as well as monitored by the plan preparer for a period of no less than 3 years to ensure successful establishment. The Riparian Enhancement Area shall be maintained by the HOA pursuant to this plan.</p>	<p>Project Applicant</p>	<p>Final Subdivision Map</p>	<p>Planning Dept</p>	<p>Planning Dept. Approval of Final Subdivision Map</p>
<p>3.3-B: Project construction would remove up to 25 oaks</p>	<p>Mitigation Measure 3.3-A.1 also applies to this impact</p>	<p>See the cited measure.</p>			

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p><u>3.3-B-1:</u></p>	<p>An assessment shall be conducted that determines the area and number of oaks and other native hardwoods that would be removed or adversely impacted as a result of project development on Lots 20, 21 and 197. Building envelopes on Lots 20, 21 and 197, as well as driveway and utility connection locations, shall be adjusted if needed to avoid loss or both short-term and long-term adverse effects on native trees. The area outside of these building envelopes shall be deed restricted to require maintenance of existing native trees, and prohibition of lawns and landscaping incompatible with long-term survival of these trees, while allowing pruning and removal of any dead or dying trees, dead limbs and brush, and any clearances required as needed to reduce wildland fire hazard. All removed hardwoods shall be replaced with the same species at a minimum replacement ratio of 3:1 within the 20-foot riparian setback zone along the top of the bank of Cleland Mountain Creek. A minimum 3-year monitoring plan shall track planted trees and replace all that are dead or dying.</p>	<p>Project Applicant Project Construction Manager during construction</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept.</p>	<p>Planning Dept. Completion of construction implementation</p>
<p><u>3.3-D:</u> Project construction would restrict wildlife movement and displace nesting sites.</p>	<p>Mitigation Measure 3.3-A.1 also applies to this impact.</p>	<p>See the cited measure.</p>			
<p><u>3.3-E:</u> The project plus other proposed new</p>	<p>Mitigation Measures 3.2-C.1, 3.2-C.2, 3.2-D.1, 3.2-D.2, and 3.3-A.1 also apply to this impact</p>	<p>See the cited measure.</p>			

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>development in the area could have a cumulative impact on Russian River water quality and oak woodlands.</p>					
<p>Cultural Resources</p>					
<p>3.4-A. Cultural resources could be damaged or destroyed by project construction.</p>	<p>3.4-A.1: If cultural resources are discovered on the site during construction activities, all earthmoving activity in the area of impact shall be halted until the applicant retains the services of a qualified archaeological consultant. These archaeological sites will be documented (by a professional meeting the Secretary of the Interior qualification standards) on DPR forms and evaluated for their eligibility for the California Register. The archaeological consultant shall identify specific measures to mitigate impacts to the resource if it is deemed eligible for the California Register. Mitigation shall include data recovery operations, protection in situ of deposits, and/or archival research, if appropriate. The applicant shall abide by the recommended proposals.</p>	<p>Project Applicant Project Construction Manager during construction</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept.</p>	<p>Planning Dept. Completion of construction for implementation</p>
	<p>3.4-A.2 In the event that human skeletal remains are discovered, work shall be discontinued in the area of the discovery and the County Coroner shall be contacted. If skeletal remains are found to be prehistoric Native American remains, the Coroner shall call the Native American Heritage Commission within 24 hours. The Commission will</p>	<p>Project Applicant Project Construction Manager during construction</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept.</p>	<p>Planning Dept County Coroner Completion of construction for implementation</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<p>Identify the person(s) it believes to be the "Most Likely Descendant" of the deceased Native American. The Most Likely Descendant would be responsible for recommending the disposition and treatment of the remains. The Most Likely Descendant may make recommendations to the landowner or the person responsible for the excavation/grading work for means of treating or disposing of the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.</p>			Planning Dept.	Planning Dept. Completion of construction for implementation
<p>3.4-B: Paleontological resources could be damaged or destroyed by project construction.</p>	<p>3.4-B.1: During project grading operations, should any undiscovered evidence of paleontological resources be encountered, work at the place of discovery shall be halted, and a qualified paleontologist shall be consulted to assess the significance of the finds. Prompt evaluations can then be made regarding the finds, and a management plan consistent with CEQA cultural resources management requirements shall be adopted.</p>	Project Applicant Project Construction Manager during construction	Issuance of Building, Grading or Other Permits		
Traffic and Circulation					
<p>3.5-C: The proposed roundabout may not be able to accommodate truck and bus traffic.</p>	<p>3.5-C.1: The project applicant shall design the proposed South State Street/Plant Road roundabout to accommodate all existing and anticipated buses and large trucks. Turning template diagrams shall be provided to the County Department of Transportation for the largest bus and trucks anticipated to be using the roundabout</p>	Project Applicant	Final Subdivision Map or Issuance of Building, Grading, or Other Permits	Mendocino County Department of Transportation (DOT)	DOT Approval of Final Subdivision Map

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>3.5-F: The project design does not adequately provide for mass transit access.</p>	<p>3.5-F.1: The proposed bus stop internal to the project site shall be relocated to the outside of the Plant Road curve in order that all patrons will enter/exit by the bus via a sidewalk, and not the middle of the street. The bus stop shall be covered and protected from the wind.</p>	<p>Project Applicant</p>	<p>Final Subdivision Map or Issuance of Building, Grading or Other Permits</p>	<p>Mendocino County Department of Transportation (DOT)</p>	<p>DOT Approval of Final Subdivision Map</p>
<p>3.5-I: The project plus other new development would generate new traffic that would add congestion to study area intersections.</p>	<p>3.5-I.1: The applicant and/or future site developers shall pay the adopted Ukiah Valley Area Transportation Impact Fee at the time that building permits are issued.</p>	<p>Project Applicant</p>	<p>Building Permits</p>	<p>Planning Dept Mendocino Council of Governments</p>	<p>Planning Dept Issuance of Building Permits</p>
<p>Air Quality</p>					
<p>3.6-A: Construction activities associated with development of the project would generate short-term emissions of criteria pollutants, including fine and respirable particulate matter and exhaust emissions.</p>	<p>3.6-A.1: The project applicant and construction contractor shall for all construction project phases prepare and implement a dust control program to limit construction emissions of PM₁₀. The program shall include at least the following provisions from MCAQMD Rule 1-430 Fugitive Dust. Because the site is over one acre in size, a Grading Permit must be approved by MCAQMD, and MCAQMD may require additional mitigations: a. Covering open bodied trucks when used for transporting materials likely to give rise to airborne dust. b. The use of water or chemicals for control of dust in the demolition of existing buildings or structures.</p>	<p>Project Construction Manager</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept</p>	<p>Planning Dept During and at Completion of construction</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>3.6-F: The project will use more energy and thereby generate greenhouse gas emissions that would</p>	<p>c. All visibly dry disturbed soil road surfaces shall be watered to minimize fugitive dust emissions.</p> <p>d. All unpaved surfaces, unless otherwise treated with suitable chemicals or oils, shall have a posted speed limit of 10 miles per hour.</p> <p>e. Earth or other material that has been transported by trucking or earth moving equipment, erosion by water, or other means onto paved streets shall be promptly removed.</p> <p>f. Asphalt, oil, water or suitable chemicals shall be applied on materials stockpiles, and other surfaces that can give rise to dust emissions.</p> <p>g. All earthmoving activities shall cease when sustained winds exceed 15 miles per hour.</p> <p>h. The operator shall take reasonable precautions to prevent the entry of unauthorized vehicles onto the site during non-work hours.</p> <p>i. The operator shall keep a daily log of activities to control fugitive dust.</p> <p>3.6-F.1: The project shall minimize the emission of greenhouse gases by including at least the following:</p> <ul style="list-style-type: none"> • Install solar hot water heaters with a back-up electric or gas water heater. • The project shall be constructed to 	<p>Project Applicant</p>	<p>Issuance of Building, Grading or Other Permits</p>	<p>Planning Dept.</p>	<p>Planning Dept Completion of construction</p> <p>17</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
adversely affect the global climate.	<p>incorporate the 2010 Title 24 building standards (or whatever standards have been adopted at the time that building permits are issued).</p> <ul style="list-style-type: none"> The project shall include a photovoltaic (PV) solar electricity system that will be owned and operated by the Homeowner's Association for the benefit of the future residents. The system will be sized sufficiently so that it totally offsets electrical use from project parks, recreational facilities, and other facilities owned or managed by the Homeowners Association, excluding street lights. Project residential units shall be oriented for maximum solar access. Roofs shall be constructed to allow easy and efficient retrofitting with roof-top solar panels. The CC&Rs of the Homeowner's Association shall not preclude the use of energy- or water-saving technologies or practices for aesthetic reasons. The Homeowner's Association shall develop and maintain energy- and water-efficient practices for the common areas of the subdivision and follows a landscaping plan that does not impair the efficient operation of the solar collection facilities. 				
Noise					
3.7-A: The east end of the	3.7-A.1: Project-specific acoustical analyses shall be required to confirm	Project Applicant	Prior to approval of final map for	Planning Dept.	Planning Dept. Issuance of Building Permits 18

IMPACT	MITIGATION MEASURE	IMPLEMENT ED BY	WHEN IMPLEMENT ED	MONITORE D BY	VERIFIED BY AND DATE
<p>project could be exposed to excessive noise.</p>	<p>that outdoor activity areas are provided with Ldn values at or below 60 dBA, and interior Ldn values will not exceed 45 dBA. Sound insulation measures, including any mechanical ventilation systems needed to permit closed windows, should be designed by an experienced acoustical consultant and incorporated into construction documents submitted for permits.</p> <p>3.7-C:1: Project construction shall not cause excessive noise. To accomplish this standard, the following measures are required:</p> <ul style="list-style-type: none"> • Noise-generating activities at the construction site or in areas adjacent to the construction site associated with the project in any way should be restricted to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday. No construction activities should occur on weekends or holidays. • Equip all internal combustion engine driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment. • Unnecessary idling of internal combustion engines should be strictly prohibited. • Locate stationary noise generating equipment such as air compressors or portable power generators as far as possible from sensitive receptors. Construct temporary noise barriers to screen stationary noise generating equipment when located near 	<p>Project Applicant</p>	<p>During construction of all phases of the project.</p>	<p>Planning Dept</p>	<p>Planning Dept Completion of construction</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<p>adjoining sensitive land uses.</p> <ul style="list-style-type: none"> Utilize "quiet" air compressors and other stationary noise sources where technology exists. Control noise from construction workers' radios, CD players, etc. to a point that they are not audible at existing residences bordering the project site. Designate a "disturbance coordinator" who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and will require that reasonable measures warranted to correct the problem be implemented. Conspicuously post a telephone number for the disturbance coordinator at the construction site and include it in the notice sent to neighbors regarding the construction schedule. Notify existing residents when especially noisy operations are scheduled near their property, allowing the residents to plan activities accordingly. Examples of especially noisy sources: heavy earth moving equipment, jack hammers, pile drivers. 				
Aesthetics					
3.8-A: The project would	3.8-A.1: Final project design and landscape plan shall undergo design	Project Applicant	Upon submittal of project site	Planning Dept	Planning Dept. 20

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>replace views from South State Street and other vantage points east of the site of open space with views of residential development.</p>	<p>review by the County Department of Planning and Building Services and/or the County Planning Commission to ensure consistency with the design guidelines adopted for this project. The final project shall be revised, if requested, to comply with the County's review recommendations.</p>		<p>and landscaping, park, and initial building plans,</p>	<p>Planning Dept. Mendocino County Water Agency</p>	<p>Planning Dept. Mendocino County Water Agency 15 years after project completion</p>
<p>3.8-C: The project would replace views from Gobalet Lane, residences north of Gobalet Lane, and residences south of Oak Knoll Road of open space with views of residential development.</p>	<p>3.8-A.2: Landscaping will be mature within 15 years of initial project construction (Phase 1). Mature means that perimeter trees shall be at least 20 feet tall. The final landscape plan shall include tree landscaping along the north and east sides of the site using species that fully screen views from the east and screens at least half of the buildings on the north side. The plan shall include specifications for planting, irrigating, fertilizing, and replacing dead trees so that the landscaping will be mature within 15 years.</p>	<p>Project Applicant</p>	<p>Development Agreement</p>		
<p>3.8-F: New lighting on the project site will change</p>	<p>3.8-F.1: The final design shall include a lighting plan that minimizes light escape from the site. The final plan shall become part of the CC&Rs for the</p>	<p>Project Applicant</p>	<p>Development Agreement</p>	<p>Planning Dept</p>	<p>Planning Dept Issuance of Building Permits</p>

Lighting

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>nighttime views in the area.</p>	<p>Homeowners Association. This plan shall include the following:</p> <ol style="list-style-type: none"> 1. <i>Light shielding is required.</i> Except as otherwise exempt, all outdoor lighting fixtures shall be constructed with full shielding. Shielding shall prevent the light source from being visible to adjacent residential properties. 2. <i>Minimum/Maximum Level of Illumination.</i> The minimum and maximum levels of illumination permitted are listed below. A photometric study listing the number, type, height, and level of illumination of all outdoor lighting fixtures shall be required prior to issuance of a building permit or site improvement plans to ensure compliance with these provisions. <ol style="list-style-type: none"> a. Minimum security lighting for sidewalks, walkways, parking areas, and similar areas shall be 1.0 foot-candles, measured at ground level, not to exceed 3.0 foot-candles on average. b. In order to minimize light trespass on abutting property, illumination measured on the property line of a subject parcel shall not exceed 0.5 foot-candles, measured on a vertical plane along the property line. c. Building-mounted decorative or security lights shall not exceed 5.0 foot-candles, measured a distance of five feet from the light source. All building lighting shall be reviewed and authorized by 				

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<p>Mendocino County prior to the initiation of lighting installation.</p> <p>3. <i>Maximum Height of Outdoor Light Fixtures.</i> The maximum height of freestanding outdoor light fixtures for multi-family residential development and non-residential development abutting a single-family residential zoning district or use shall be 20 feet. Otherwise, the maximum height for freestanding outdoor light fixtures shall be 25 feet.</p> <p>4. <i>Type of illumination.</i> All outdoor lighting fixtures shall be energy efficient. Energy efficient lights include all high-intensity discharge lamps (mercury vapor, high-pressure sodium, low-pressure sodium, and metal halide). The concentrated and/or exclusive use of either low-pressure sodium or metal halide lighting is prohibited.</p> <p>5. <i>Hours of illumination.</i> Automatic timing devices shall be required for all outdoor light fixtures on multi-family residential and non-residential development (e.g., parks) with off hours (exterior lights turned off) between 11:00 p.m. and 6:00 a.m. Exceptions are that outdoor lights may remain on in conjunction with the hours of operation of the corresponding use, for security purposes, or to illuminate walkways, roadways, equipment yards, and parking lots.</p> <p>C. <i>Prohibited Lighting.</i> The following outdoor light fixtures shall be</p>				

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<p>prohibited as specified below.</p> <ul style="list-style-type: none"> a. Lighting of parks for active nighttime recreation. b. Uplighting/back-lit canopies or awnings. c. The concentrated and/or exclusive use of either low-pressure sodium or metal halide lighting d. Neon tubing or band lighting along building structures e. Searchlights. f. Flashing lights. g. Illumination of entire buildings. Building illumination shall be limited to security lighting and lighting of architectural features authorized by the designated Approving Authority in conjunction with the required development permit(s). h. Roof mounted lights except for security purposes with motion detection and full shielding so that the glare of the light source is not visible from any public right-of-way. 				
Public Services and Infrastructure					
<p>3.9-C: Development of the project would increase the demand for police response by the Mendocino County Sheriff's Office and by the Ukiah Police</p>	<p>3.9-C.1: The final project design shall be reviewed by the Sheriff's Office to determine if it provides adequate access, security lighting, and other factors affecting police response. The final map shall incorporate security measures required by the Sheriff's Office.</p>	Project Applicant	Final Subdivision Map	Mendocino County Sheriff's Office	<p>Sheriff's Office Planning Dept. Issuance of Building Permits</p>

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
Department and would increase demand on other portions of the criminal justice system.					
3.9-F: New development resulting from the project and other new development in the area would increase the demands on the Ukiah Valley Fire District and the emergency medical response system possibly require the construction of new facilities.	3.9-F.1: If the County has not adopted additional funding for the EMS system at the time of approval of the Development Agreement, then the applicant shall agree within the Development Agreement to pay any fees that the County adopts for EMS funding prior to and/or within five years of approval of the Development Agreement	Project Applicant	Development Agreement	Planning Dept	Planning Dept Issuance of Building Permits Wetler Capitol Improvement plans
3.9-H: The project would contribute to the need for a new water storage facility.	3.9-H.1: The applicant shall enter into an agreement with the Willow County Water District to pay a capital improvement fee (estimated at \$400,000) to fund the project's share of the replacement and expansion of the Fircrest Drive water storage tank.	Project Applicant	Development Agreement	Planning Dept Willow CWD	Planning Dept Willow CWD Issuance of Building Permits
3.9-M: The project would increase the plan area population, thereby increasing the	3.9-M.1: Construct and maintain a "tot lot" with playground equipment on one of the two project parks. The tot lot will be maintained by the Homeowner's Association. 3.9-M.2: Construct a soccer field or	Project Applicant	Development Agreement	Planning Dept Planning Dept	Planning Dept Issuance of Building Permits 25

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
<p>demand for parks and recreational facilities. This increased demand could result in significant deterioration of existing facilities and the need for new or expanded facilities.</p>	<p>ballfields on the larger proposed park. The soccer field/ballfields will be available for public use.</p>				<p>Issuance of Building Permits</p>
<p>3.9-O: Future development could be placed in locations where people and structures would be exposed to potential wildland fires.</p>	<p>3.9-O.1: The project shall be designed and constructed to minimize risk of wildfire destroying residences. The Ukiah Valley Fire District shall review project plans and determine in writing that adequate access, emergency response, and fireflow are available, and that the project complies with the most current State requirements for development in the wildland/urban interface. Final project design shall conform with any changes that the District requires.</p>	<p>Project Applicant</p>	<p>Conditions of Approval</p>	<p>Ukiah Valley Fire District Planning Dept</p>	<p>Ukiah Valley Fire District Planning Dept Issuance of Building Permits</p>
<p>3.9-R: Toxic materials and wastes on the site could pose a risk to human health.</p>	<p>3.9-R.1: All potential toxic wastes and materials shall be removed and/or remediated prior to site grading. The applicant shall do the following, as recommended in the Phase I Environmental Site Assessment:</p> <ul style="list-style-type: none"> Abandon any inoperable water supply wells on the site following all the requirements of the Mendocino County Division of Environmental Health 	<p>Project Applicant</p>	<p>Conditions of Approval</p>	<p>Mendocino County Division of Environmental Health</p>	<p>Mendocino County Division of Environmental Health Planning Dept. Prior to Issuance of Grading Permit</p>

Ukiah Valley Fire District
Planning Dept

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<ul style="list-style-type: none"> • Collect soil samples in the area of the former underground storage tank and the aboveground fuel storage tank. The soil samples shall be tested for Total Petroleum Hydrocarbons as gasoline and the constituents benzene, toluene, ethylbenzene, xylenes, fuel oxygenates, lead scavengers, and total lead. Results of the testing shall be provided to the Mendocino County Division of Environmental Health. If the Division determines that additional testing or remediation is required, the applicant shall fulfill all County requirements. • If volatile organic compounds are discovered on the site, a human health risk assessment will be performed per requirements of the County Division of Environmental Health. That assessment will identify measures needed to ensure that workers and future residents are not exposed to County- and State-defined harmful levels of these compounds. • Dispose of any waste oil, lubricants, paints, or other liquids in accordance with all applicable regulatory requirements. • Investigate the fuel source for the prune dryer that formerly was located on the west side of the site to determine its fuel source. If it was gasoline, then conduct soil tests at that site as described above. 				

IMPACT	MITIGATION MEASURE	IMPLEMENTED BY	WHEN IMPLEMENTED	MONITORED BY	VERIFIED BY AND DATE
	<ul style="list-style-type: none"> Assess whether the workshop/storage building has the potential for lead paint or asbestos. If so, then demolition shall follow all requirements established by the Mendocino County Division of Environmental Health. 				

Revised: January 12, 2020

Bella Vista

Project Description

Modified Vesting Tentative Subdivision Map

PROJECT SUMMARY:

Bella Vista is a 171 lot multi-generational subdivision that consists of 132 single family residential lots and 39 age restricted residential lots. The project has a total of 2.82 acres of park land and open space, which is divided between a linear park, a neighborhood park, a shared landscape area and a water detention basin.

The project is accessible through two new vehicle connections from South State Street, one of which will contain a roundabout. The project also has approximately 930 linear feet (0.18 of a mile) Class I bicycle path.

Residential Lots:

- Single family lots will range from approximately 3,500 square feet to 18,088 square feet and are large enough to accommodate the construction of a single-family detached home. Single family homes will range in size from approximately 1,200 square feet to 1,700 square feet.
- Age restricted lots are easy to maintain small individual parcels, approximately 3,110 to 12,473 square feet in size (gross). Cottage homes will be placed on these lots and will range in size from approximately 900 square feet to 1,400 square feet. All shared areas will be located within easements.

Parks and Green Ways

Neighborhood Park: This 1.96-acre park (Parcel B) is located at the eastern end of the project and acts as a gateway feature. The park is designed to capture stormwater from the site as well as provide an open field for active recreation. The site will contain a looped pedestrian path, benches or boulders for sitting. The park will also contain a play structure.

Cottage Park: The 0.24-acre park (Easements Area on Age Restricted Lot 7 and 8) is a shared, secured outdoor space at the center of the senior neighborhood. The neighborhood is designed to allow walkable access for all residents to this open space, as well as other parts of the project. This shared space will be filled with walkways, benches, a gazebo, garden beds and other amenities. An internal walkway will connect the cottage common area to Neighborhood Park, located to the east, as well as to the linear park to the west.

Linear Park: This park is 30-foot wide (Parcel D, E and F) and approximately 930 feet long (0.18 of a mile). The linear park connects the Neighborhood Park and the Cottages to the eastern end of the project. This 0.57-acre linear park will contain a 7-foot wide meandering path. The area will be landscaped with drought tolerant plantings and will contain dry creek beds and large boulders to accommodate sitting and resting. The Linear Park is also designed to capture and treat storm water from the project site.

Other Green Areas: Two other green areas are proposed within the boundary of the project. Parcel A, which is 1.59 acres in size and Parcel C, which is 0.26 acres in size. Parcel A is anticipated to capture some of the storm water from the site, and is also being reserved for an unknown future land use. While Parcel C will capture additional storm drain run-off.

OBJECTIVES:

1. Revise a previously approved project (Garden's Gate) with a superior project that is within the scope of the previously certified Environmental Impact Report; and
2. Create an active neighborhood that invites families and an aging population to live near one another; and
3. Construct a project that is near existing mass transit stops, the Highway 101 corridor and near similar land use patterns; and
4. Offer an age restricted residential development that increases personal well-being by allowing flexibility in construction design and standards, creates a sense of place, is functional, secure, safe, attractive and meets the housing needs of an aging population; and
5. Build an economically viable project that provides quality homeownership for multiple-generations; and
6. Design a project in a manner that ensures multiple access points from South State Street, provides sufficient internal circulation and future connectivity to undeveloped properties to the south; and
7. Provide quality homeownership opportunities, with a range of product types, by developing a healthy and well-balanced, multi-generational community that creates neighborhood pride, a sense of place, is functional, safe, attractive and meets the most urgent housing needs and demand of the people who live and work in the Ukiah Valley; and
8. Arrange the community in a manner that places all residences within walkable distance to open space amenities that serve as gathering spots, encouraging interaction with neighbors.

PROJECT LOCATION AND SETTING:

The site is located within Mendocino County at 3000 South State Street, which is approximately 0.45 miles from the City of Ukiah limits. The site includes approximately 48.8 acres of land. The east end of the site is vegetated with grapevines that are not in production and are not being cared in a manner that would allow them to be economically viable for agricultural purposes.

The west end of the site also includes the lower portion of a mainly wooded hillside.

Cleland Mountain Creek, an intermittent stream, discharges out of Spanish Canyon to the west and runs for 280 feet through the northwest corner of the project site on its way to the Russian River. The property contains one metal agricultural accessory building. The property is not under a Williamson Act Contract.

The Mendocino Transit Authority (MTA) has 5 stops within 0.25 miles of the site, with 2 of those stops within 300 feet of the project. These stops are served by local and regional routes (Routes 7, 9 & 20), which run during the week and weekend. Service routes connect to the Downtown transfer station located in Ukiah, allowing riders service to the Willits, Gualala and Fort Bragg communities. Further providing connectivity, all MTA buses contain bicycle racks.

Surrounding land uses include:

- East of South State Street are commercial and light industrial uses, including the Redwood Health Club to the southeast of the project site. The area also contains a number of businesses including: Mendocino Transit Authority, Famer Brothers, Simaine Cellars, Ukiah Solid Waste Systems, City of Ukiah – Waste Water Treatment Plan, C&S Waste Solutions, Tri-County Scrap Metal and Mendocino County Animal Control).
- To the west is undeveloped mountain land that has scattered rural residential development on large lots. This land is designated for Rural Residential development with minimum 5-acre lots (RR5).
- To the south is a vineyard with residential development and a private school (Ukiah Junior Academy). The vineyard land is designated SR (with a minimum 40,000-square foot lot size) while the residential area is designated RR5 and SR.
- To the north across Gobalet Lane is existing single-family residential development (approximately nine homes). At the east end of Gobalet Lane and fronting on South State Street is a former motel now used for a permanent residential use.

PREVIOUS ENTITLEMENT AND APPROVALS:

In 2006 a residential project, known as Garden's Gate, was approved at the project site. The approval consisted of a 197- lot Vested Tentative Subdivision Map, Development Agreement, Phasing Plan, Affordable Housing Agreement and the certification of an Environmental Impact

Report (EIR) pursuant to the California Environmental Quality Act (CEQA). Since that approval date, no portion of the project has been constructed. As outlined in the approved Development Agreement, Garden's Gate entitlements and approvals are set to expire in August 2025 and may be amended or modified.

PROJECT:

Guillon Inc., proposes to modify the subdivision into a diverse range of detached age restricted cottage units and single-family homes, public right-of-way, parkland and open space. The project site is designated as Suburban Residential (SR) in the County's General Plan and is zoned Multiple Family Residential, Suburban Residential and Rural Residential.

The subdivision totals 48.8 acres on four existing parcels (APNs 184-110-28, 184-110-29, 148-120-21 and 148-120-01) and proposes to create the following:

- 171 Total Residential Lots:
 - Single Family Residential: 132
 - Age Restricted Residential: 39
- Neighborhood Park: 1.96 acres
- Linear Park: 0.57 Acres
- Cottage Park: 0.24 Acres
- Class I Bicycle Lane: Approximately 930 linear feet (0.18 of a mile)
- Total Net Density: 3.5 units per acre
- Average Lot Size (Single-Family): 6,219 square feet
- Average Lot Size (Age Restricted): 4,907 square feet

Requested entitlements include:

1. Amendments to Garden's Gate First Amendment of the Development Agreement
2. Modified Vesting Tentative Subdivision Map
3. Modified Phasing Plan (9 Phases)
4. Modified Affordable Housing Agreement

The subdivision would also result in a 12.19-acre Remainder Parcel at the west end of the site; this Remainder Parcel encompasses the portion of the site that is zoned Rural Residential (RR5). No development is currently proposed for that parcel, and it is not part of the proposed subdivision. It would remain private property, and public access to this parcel would not be allowed at this time.

The project also includes:

1. Formation of a Homeowner's Association which will ensure funds are available to maintain and repair private improvements (parks, detention basin, etc.) as necessary.
2. Formation of a Non-Common Interest Development (Non-CID) exclusive for the age restricted portion of the project.

DETAILS:

The project consists of a total of 171 lots that are divided between Single Family Residential Lots and age restricted “Senior Housing” development lots. The project will be constructed over 9 phases, 7 phases for the single family, and 2 phases for age restricted. The phases will start at the eastern end of the site and gradually move to the west.

Single-Family Residential Lots

The project contains a total of 132 single-family residential lots which would allow the construction of traditional detached single-family residential homes. Single-family homes will generally range in size from 1,200 to 1,700 square feet and consist of 3-bedroom, 2-bath homes, with a 2-car garage. Homes will be constructed on each lot, within the building envelope of the setbacks each lot. Homes will be single story in height. Homes will not contain a fireplace or other wood burning devices. Homes will be constructed to current California Energy Standards, including solar photovoltaic systems.

Age Restricted Residential Lots (Cottages)

The proposal includes a total of 39 cottage units that are age restricted and are suited for individuals who want to retain home ownership while dedicating minimal resources to upkeep of the structure and the lot in which it is located. See the Affordable Housing Plan for additional details.

Neighborhood Park

A 1.97-acre open area located at the eastern boundary will greet residents and visitors to the project site. The open area will not only be utilized as an open play field, but will also capture and detain stormwater. The park will have a sidewalk around the perimeter, benches or boulders for sitting and a field that can be utilized for recreation. A tot play area with playground equipment will also be located within this park.

Linear Park

A 30-foot wide linear park is located approximately in the center of the project along an east -west alignment. The 0.57-acre linear park will contain a 7-foot wide meandering paved path. This pathway is considered a Class I bikeway, which facilitates bicycle travel, separated from the public right-of-way for exclusive use of bicycles and pedestrians. The location of this improvement allows for pedestrian connectivity between the western end of the project, all the way to the eastern end which will contain the Neighborhood Park.

Site Access, Circulation, and Parking

Circulation for the project consists of two new access points from the existing roadway, South State Street. The northern entrance will contain a roundabout that will be of appropriate size to accommodate large vehicles, including fire apparatus, semitrucks, busses and vehicles with trailers. The roundabout will be designed to incorporate pedestrians crossing across South State Street from the project site to Plant Road. The design will include markings on the ground (crosswalk) as well as pedestrian islands to allow users the ability to queue and cross in a safe manner. The project’s internal circulation system is similar to a grid pattern, allowing access to

all lots from two different directions. Two roads are stubbed to the vacant property to the south and, in the event of future discretionary development, connectivity will be in place.

Fencing

Generally speaking, fencing within the project will consist of 6-foot tall cedar fence which will provide side and rear yard privacy. No fencing is proposed for the front yards of the traditional single-family homes. In areas that have a higher chance of wildlife interaction or views from the rear yard, fencing will be reduced in height (3-feet) and/or be of a material, such as wrought iron (Lot 90, 91, Lots 99 through 106 and Lots 117 through 129). Within the cottage area, fencing may be placed at a 3-foot height in the front yards, or around the patios, to allow a secured private area for each structure.

Landscaping

Landscape elements are proposed throughout the project including along the right-of-way, front yards, the linear path and park. All landscaping will be installed to AB 1881 water usage requirements (The Water Conservation in Landscaping Act of 2006) and will be drought tolerant and on drip irrigation systems with timers. At no time will plants that are located upon the California Department of Food and Agricultural Noxious Weed list will be utilized within the project.

- Public Landscaping

The Linear and Neighborhood Parks will be designed in a manner to achieve environmental, social-behavioral and aesthetic outcomes. Landscaping will serve multiple purposes within this corridor from providing aesthetics, shade, gathering and recreational opportunities. The path will have landscaping on each side as it meanders. To minimize lingering and un-wanted camping, boulders will be used as benches.

- Single Family Landscaping

The intent and goal of private landscaping is to allow each future homeowner the ability to customize their landscape area with an array of appropriate native and near native vegetation and trees. Options will include details such as small stone or cobble walls, non-turf areas with chip bark and ground covering plants, trees, shrubs or a combination thereof.

- Age-Restricted Landscaping

Landscaping within the Age Restricted portion of the project will be both shared and private. The private landscaping will predominantly remain near the footprint of the home allowing each owner to customize their own outdoor living space. This area will be associated with a porch or patio element, and may also be fenced off with a small residential-scaled fence approximately 3 to 4 feet in height. The shared landscaping will be placed in all other areas, such as the cottage park, the perimeter and interior of the site and will be maintained by an association.

Lighting

The lighting will vary based upon its placement. Lighting will provide an attractive, safe and secure nighttime environment. All exterior public and private lighting will be directed downward with full shields to comply with Mendocino County's dark sky ordinance.

CONSTRUCTION ACTIVITIES

Energy Efficiency and Conservation

All homes will be constructed in accordance with the most recent edition of Title 24 of the California Building Code (CBC). The CBC contains mandatory requirements that apply to residential buildings that will be a part of the project which include; high performance attics insulation and walls, high efficiency lighting, windows, water heating and HVAC systems. These energy-efficient homes are better insulated, less drafty and allow for reduced solar gains and heat loss. Energy efficiency helps to ensure that a home is affordable both now and into the future while reducing and conserving resources and demand on the environment.

Detailed Energy Items:

- Structures will incorporate natural cooling by utilizing window overhangs, awnings, front and rear patios, shade from neighboring structures, radiant heat-reflective barriers in the attic and appropriate tree plantings or a combination thereof.
- Structures will be constructed in compliance with solar requirements found in Title 24 of the California Building Code.
- Project will incorporate Energy Star Certified Appliances. At a minimum, the following appliances are recommended to be Energy Star rated: dishwasher and water heater.
- Natural lighting may be incorporated into the home through solar tubes and sky lights.
- Windows, sky lights and other fenestration will meet energy code requirements and will be Energy Star certified. These elements will have low U-factor (U-value) rating. U-factors is a rate of non-solar heat loss or gain through a while window assembling. The lower the U-factor, the greater a window's resistance to heat flow and the better its insulating value.
- Project will incorporate the use of low flow toilets and faucets that meet the standards as set forth by the California Energy Commission.
- All landscaping will be installed to AB 1881 (The Water Conservation in Landscaping Act of 2006) standards, which promotes water efficiency and conservation, using mulch, bubblers and timed sprinkler systems.

Grading and Dust

The proposed development will require the preparation of a detailed grading and erosion control plan subject to review and approval by the County prior to earth moving activities (Municipal Code section 18.70.060 – Grading Permit Requirements). Grading will be completed in compliance with Mendocino County standards.

Dust control rules and regulations as required by the Mendocino County Air Quality Management District (MCAQMD) will be adhered to (Rule 1-200, 1-400(a), 1-410, 1-420, 1-430). These regulations minimize fugitive dust particles during construction. Measures imposed by the District include, but are not limited to:

1. All visibly dry disturbed soil surfaces shall be watered to minimize fugitive dust.

2. Installation of a “stabilized construction entrance/exit” as detailed in the Department of Transportation storm water handbook (TC-1) will be utilized.
3. Earth or other material tracked onto neighboring paved roads shall be removed promptly.
4. Dust generating activities will be limited during periods of high winds (over 15 mph).
5. Access of unauthorized vehicles onto the construction site during non-working hours shall be prevented.
6. A weekly log shall be kept of fugitive dust control measures that have been implemented.
7. Restrict idling of diesel engines on the site to less than 5 minutes.
8. All haul trucks transporting soil, sand or other loose materials off-site shall be covered.
9. All vehicle speeds on unpaved roads shall be limited to 15 mph.
10. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure title 13, Section 2485 of the California Code of Regulations). Clear signage shall be provided for construction workers at access points.
11. All construction equipment shall be maintained and properly tuned in accordance with manufacturer’s specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
12. Post a publicly visible sign with telephone number for the applicant’s representative regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District’s phone number shall also be visible to ensure compliance with applicable regulations.

Stormwater

In accordance with State standards, the project will be subject to Low Impact Development (LID) standards. LID standards are a sustainable practice that benefits water supply and contributes to water protection. LID approaches site design and storm water management to maintain the site’s pre-development runoff rates and volumes.

Erosion Control

Prior to the issuance of a Grading Permit, a Stormwater Pollution Prevention Plan (SWPPP) will be submitted and approved by the State Water Resource Control Board (SWRCB) and the Mendocino County Water Agency (MCWA). The SWPPP will outline Best Management Practices (BMPs) that minimize erosion and sediment (i.e. silt fences, straw wattles, sediment basin etc.).

Cultural

In the event, that during development activities, cultural resources are discovered on site, all earthmoving activities in the area of impact shall be halted until a qualified archaeological consultant or County Coroner is able to assess their significant, and develop proposal for any

procedures deemed appropriate to further investigate and/or mitigate adverse impacts to those resources

Construction Debris

In accordance with requirements from the Mendocino Solid Waste Authority, a Construction and Demolition Waste Management Plan (CWM) will be provided at the time the permit is issued by the Waste Authority (Ordinance 4301). The CWM will be submitted to the Solid Waste Authority prior to the start of construction related activities. The CWM will outline measure to capture and remove waste that would otherwise end up in the waste stream.

GOOD NEIGHBOR PRACTICES

In accordance with existing regulatory environment and sound planning protocols, the applicant acknowledges and will incorporate the following best management practices into the project:

1. Prior to any native vegetation removal and once the project design is finalized, a survey of impacts to true oak trees across the entire project area will be conducted by a qualified botanist, arborist, or forester, to assess the extent of individual oak trees that have the potential to be impacted. Oak stands occur at the base of the hill above the proposed roadway; associated with lots 99, 100, and 101, as well as along the Northern and Southern edges of the property; lots 60-58 and lot 108, respectively. Should any qualifying oak tree be impacted by the development, it will be addressed through the following Oak Mitigation and Tree Protection Plan.

Tree Count

Every native oak on site regardless of diameter at breast height (DBH) will be assessed prior to start of construction by a qualified arborist. Assessment should include location, DBH, species, reason for removal and impact of removal. Recommendations should be based off Mendocino County's proposed Oak Tree and Oak Woodland Protection Ordinance- Chapter 20.248. Removals could require an Oak Tree Removal Permit from Mendocino County.

Mitigation for Removals

A mitigation plan should be created by a qualified arborist and oaks deemed for removal shall be replaced at a ratio of at least 3:1, as outlined in the project EIR, or at a ratio recommended by the qualified arborist and in a location deemed suitable by the qualified arborist. A minimum 3-year monitoring plan should be created to monitor success of replacement trees and track maintenance and replacement needs

Tree Protection Zones during Construction

Trees deemed to stay during development of the site should have established Tree Protection Zones to protect from construction stress and to increase the chance of tree survival after project completion. Tree Protection Zones (TPZ) are arborist defined restricted spaces around trees. Often, they are placed at the edge of the canopy, or dripline, but can vary in size to adequately protect irregular root zones or to compensate for nearby infrastructure. Fencing should be erected prior to start of work and should be sturdy and

highly visible. Prior to start of work, contractors should be aware of damage to trees that can be caused by construction and penalties should be established for root cutting, soil compaction and branch removal within the TPZ. At the start of each construction working day, the applicant will ensure that fencing around the TPZ is secure and still in working condition. The applicant will also survey the TPZ to ensure that no fill or debris had breached the area.

2. To ensure bird nest take avoidance, tree and brush removal should occur outside of the nesting season. The nesting season is between February 15th and August 15th. If development during the nesting season is unavoidable, nesting surveys should be conducted by a qualified biologist. These surveys would require the inspection of development area for active nest within three days prior to any vegetation disturbance or removal. If an active nest is found, a 50 to 100 foot buffer or exclusion zone shall be established until the nest becomes inactive as determined by a qualified biologist, the size of the buffer zone is species dependent and will be determined upon the detection of an active nest.
3. When seeking to extended the required underground utilities from the north side of Cleland Creek to the south side, the applicant will seek out and obtain required state and Federal permits from Responsible Agencies to ensure that improvements are constructed in accordance with agency standards and that there are no adverse effects upon the Cleland Creek and it's abutting habitat. The applicant will seek consultation and permits, as necessary from: California Department of Fish and Wildlife (CDFW), The Army Corps of Engineers (ACOE), the Regional Water Quality Control Board (RWQCB), as well as Cal Fire.
 - a. Design of the underground utilities will take into account above ground resources (trees) and will be designed in a manner to minimize impacts upon them. In the event that root zones are found, best management practices will be incorporated, such as avoidance of large roots and minimizing compaction to the TPZ. If roots need to be compromised, it will be done in accordance with International Society of Arboricultural (ISA) standards.
4. Because lots 99, 126 and 130 may impact deemed timberland, the applicant will consult with Cal Fire's forest practice staff to determine if a timberland conversion permit is required prior to vegetation removal for these lots.
5. We will secure and obtain all necessary grading permits from local and state agencies. Prior to and during grading, we will install all necessary erosion control measures on site, for that given phase, such as straw or wood mulching and other soil stabilizing techniques, utilize bales of hay or other means to reduce flow into storm drains, utilize silt fencing near Cleland Creek, and ensure that grading does not occur during prohibited rain days.
6. Prior to any earth moving activities, we will seek out and obtain all necessary permits from the local Air Quality District.

7. During any construction period, the applicant shall ensure that the project contractor implement measures to control dust and exhaust from the project. The contractor shall implement the following best management practices:
- a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
 - b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
 - c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
 - d. All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).
 - e. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
 - f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
 - g. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
 - h. All diesel-powered construction equipment larger than 50 horsepower and on the site for 2 days or 20 hours continuously shall meet U.S. EPA Tier 3 standards or newer.
 - i. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.
8. All off road construction equipment with engines greater than 50 horsepower (hp) and operating on the site for more than two days or 20 hours shall meet, at a minimum, U.S. EPA NOx emission standards for Tier 4 engines or equivalent.

In the event that such equipment is not available, the use of Tier 3 construction equipment is sufficient so long as it can be demonstrated to the County that similar Tier 4 construction equipment is not readily available.

Revised August 24, 2022

Development Standards Reduction Request
Bella Vista Tentative Subdivision Map

As part of the State Density Bonus, a developer who commits to building a specific type and quantity of affordable units, in this case, 39 age restricted units and 10 percent of the balance of the subdivision dedicated to Moderate Income buyers. As such, we are permitted to request a reduction in development standards.

Below are the requested reductions of development standards:

Traditional Lot	Existing Mendocino Code	Bella Vista Proposal
Minimum Lot Size (Gross)	6,000 square feet	3,110 square feet
Age Restricted Lot Size	NA	Varies – Building Envelope
Front Yard Setback – Main House	20 Feet	12 feet
Front Yard Setback – Patio	20 Feet	6 Feet
Front Yard Setback – Garage	20 Feet	20 Feet
Side Yard Setback	6 Feet	4 Feet
Street Side Yard Setback	15 Feet	10 Feet
Flag Lots	Yes	Yes
Private Easement Access	No	Yes
Fence Height Limit on Street-side and rear frontages of Corner and Double-Frontage Lots	3-1/2'	6' with a 5' setback from back of sidewalk

Age Restricted	Existing Mendocino Code	Bella Vista Proposal
Lot Size	6,000 square feet	Minimum of 1,298 square foot (Net) – Various lot by lot
Front Yard Setback – Main House	20 Feet	12 Feet
Front Yard Setback – Patio	20 Feet	6 Feet
Garage Setback	20 Feet	20 Feet
Side Yard Setback	6 Feet	0 Feet (Minimum of 8-Foot Separation between structures, across easements)
Street Side Yard Setback	15 Feet	12 Feet
Private Easement Access	NA	Yes

OFFICIAL BUSINESS

This document is recorded for the benefit of the County of Mendocino and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Office of the County Counsel
County of Mendocino

Ukiah, California 9____ - ____
Attn: _____

(SPACE ABOVE LINE FOR RECORDER'S USE)

RESTATED DEVELOPMENT AGREEMENT FOR THE BELLA VISTA SUBDIVISION

by and between

COUNTY OF MENDOCINO

and

RANCHO YOKAYO, LP

**RESTATED DEVELOPMENT AGREEMENT FOR BELLA VISTA SUBDIVISION
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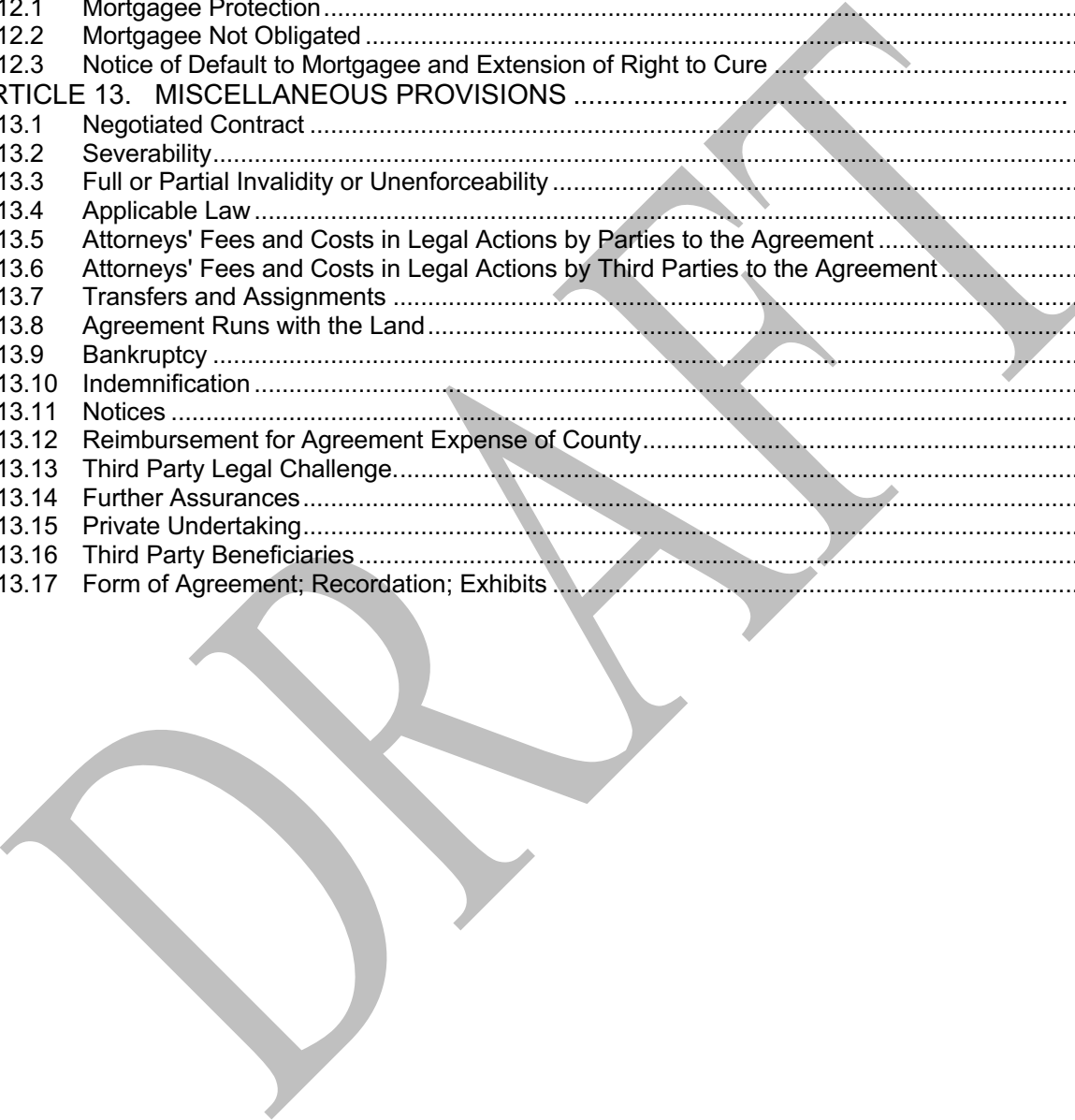
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RESTATED DEVELOPMENT AGREEMENT FOR BELLA VISTA SUBDIVISION
by and between
COUNTY OF MENDOCINO
and
RANCHO YOKAYO, LP

This Restated Development Agreement is the Second Amendment to the Garden's Gate Development Agreement and is entered into as of _____, 2009~~2023~~, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California ("County"), and RANCHO YOKAYO, LPUKIAH LAND, LLC, a California limited ~~liability partnership~~ company ("Landowner"). County and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party". The Restated Development Agreement supersedes the previous Development Agreement and First Amendment, except as it pertains to the portion of the project known as "Tract 261" or "Oak Knoll, Unit One" (hereinafter referred to as "Tract 261") for which a Parcel Map has been recorded.

RECITALS

A. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864, et seq. (the "Development Agreement Statute"), which authorizes County and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. Property. The predecessor in interest to the Landowner was Ukiah Land, LLC, a California limited liability company ("Predecessor in Interest to Landowner"). Landowner holds a legal or equitable interest in certain real property located in Mendocino County, State of California, more particularly described in **Exhibit "A"** [Project Property Legal Description of the Property] and depicted on **Exhibit "B"** [Project Site Plan] attached hereto (the "Property").

C. Project. The Predecessor in Interest to Landowner has obtained various approvals from County (described in more detail in Recital F, below), including approval for a tentative subdivision map for a project known as Garden's Gate, hereinafter referred to as the "Original Project", to be located on the Property. As reflected in the approved "Vesting Tentative Subdivision Map" (as defined herein), Garden's Gate the Original Project is was planned for 197 dwelling units (including those dwelling units established for affordable housing and those dwelling units permitted under the State Density Bonus Law) on a 46.1-acre site with 33 acres established for residential lots, including streets, parks and common areas. The overall development is was programmed for 123 single family lots and 84-74 townhome lots. The plan for Garden's Gate the Original Project includes included 2.3 acres of open space and park areas, with a Neighborhood Park of 0.9 acre and a Community Park of 1.4 acres. The development will Original Project was to include 36 units for affordable (moderate-income) housing to be constructed, phased and marketed simultaneously with market rate units pursuant to the Inclusionary Housing Agreement, attached hereto as Exhibit "D", entered into between Landowner and County and incorporated into this agreement. The Predecessor

in Interest to Landowner will be was to developing the Original Project in phases and stages as set forth on the approved Project Phasing Plan that is attached as Exhibit "C" to this Development Agreement. The Landowner has completed the first phase of the Original Project with the recordation of a Final Map for the subdivision of a 1.68-acre portion of the Original Project to create four parcels ("Tract 261") and that acreage is not included in the Property that is subject to this Restated Development Agreement.

The Landowner has requested modifications to the Original Project, which is now known as the Bella Vista Subdivision, hereinafter referred to as the "Modified Project", to be located on the Property. As reflected in the "Amended Vesting Tentative Subdivision Map" (as defined herein) dated August 31, 2022, the Modified Project will include 171 dwelling units on 48.8-acre site, divided into residential lots, including streets, parks and private and common areas. The overall development is programmed for 132 single family lots and 39 age-restricted lots. The Modified Project includes 2.81 acres of open space and park areas, with a Neighborhood Park of 1.99 acres, a Linear Park of 0.58 acres, and a Cottage Park of 0.24 acres. The Landowner will develop the Modified Project in phases and stages as set forth on the Project Phasing Plan that is attached as Exhibit "C" to this Restated Development Agreement. The Modified Project will include 39 units of age-restricted housing as defined by Civil Code Section 51.3. The age-restricted housing will be constructed in Phases 1 and 2 of the Modified Project. The Modified Project also includes an Inclusionary Housing Plan that restricts 10% of the residential units in the non-age-restricted portion of the development for sale to moderate-income households. The moderate-income units will be constructed in Phases 3, 4, 5, and 6, pursuant to the Inclusionary Housing Agreement, a form of which is attached hereto as Exhibit "D" and incorporated into this Agreement.

D. Public Hearings. On July 2, 2009, the Planning Commission of the County, serving as County's planning agency for purposes of development agreement review pursuant to Government Code Section 65867, considered the Garden's Gate Development Agreement and recommended approval of the Development Agreement to County Board of Supervisors. On October 20, 2009, the County Board of Supervisors approved the Garden's Gate Development Agreement by Ordinance 4229. The Board subsequently approved a First Amendment to the Garden's Gate Development Agreement on April 27, 2010, by adoption of Ordinance 4264.

On _____, 2023, the Planning Commission of the County, considered this Restated Development Agreement and recommended approval of this Restated Development Agreement to the County Board of Supervisors. On _____, 2023, the County Board of Supervisors approved this Restated Development Agreement by Ordinance _____.

C.E. Environmental Review. On October 6, 2009, the County Board of Supervisors certified as adequate and complete, an environmental impact report ("EIR") for the Original Project. The County of Mendocino Department of Planning reviewed the Modified Project and, on the basis of the whole record before it, determined that there is no substantial evidence that the Modified Project would have a significant effect on the environment beyond that which was evaluated in the certified EIR. A supplemental or subsequent EIR is not required pursuant to the California Environmental Quality Act of 1970 (Section 21000, et seq., Public Resources Code of the State of California) and an Addendum to the EIR was prepared for the Modified Project. Mitigation measures were required in the EIR, and additions and revisions to mitigation measures were made in

the EIR Addendum. The applicant has agreed to incorporate the amended mitigation measures ~~and are incorporated~~ into the Modified Project as set forth in the Amended Mitigation Measures-Monitoring and Reporting Program (Exhibit "E") and into the terms and conditions of this Restated Development Agreement, as reflected by the findings adopted by County Board of Supervisors concurrently with this Restated Development Agreement.

D.F. Project Approvals. The following land use approvals (~~together collectively~~, the "Original Project Approvals") have been granted by the County for the Property, ~~which entitlements are the subject of this Development Agreement:~~

- (1) ~~The Major Subdivision Vesting~~ Tentative Subdivision Map (Vesting Map) approval on October 6, 2009.
- (2) ~~The Garden's Gate Final~~ EIR approval and certification on October 6, 2009, by Resolution No. 09-230.
- (3) ~~The~~ Project Site Plan approval on October 6, 2009, by Resolution No. 09-230.
- (4) ~~The~~ Project Phasing Plan approval on October 6, 2009, by Resolution No. 09-230.
- (5) ~~The~~ Master Building Plan approval on October 6, 2009, by Resolution No. 09-230.
- (6) Inclusionary Housing Agreement approval on October 6, 2009.
- (7) ~~This Garden's Gate~~ Development Agreement as adopted by Ordinance No. 4229-2009 by the County ~~(the "Adopting Ordinance")~~, on October 20, 2009, and amended on April 27, 2010 by Ordinance No. 4264.
- (8) The Project Design Review Guidelines as approved by the Planning Commission with the filing of the Final Vesting Tentative Map.
- (9) Declaration of Environmental and Land Covenants.
- (10) Final Findings and Conditions of Approvals adopted by Board of Supervisors on October 9, 2010.

E.G. Modified Project Approvals:

Following adoption of the Original Project Approvals, Landowner requested modifications and the County granted the following entitlements ("Modified Project Approvals") for the Property, which entitlements are subject to this Restated Development Agreement:

(1) Amended Vesting Tentative Subdivision Map approved on _____, by Resolution No. _____, including:

(a) Project Site Plan approved on _____, by Resolution No. _____

(b) Project Phasing Plan approved on _____, by Resolution No. _____

(2) Inclusionary Housing Agreement approved on _____, by Resolution No. _____

(3) Restated Development Agreement adopted on _____, by Ordinance No. _____

(4) Project Design Review Guidelines, approved on _____, by Resolution No. _____.

(5) Addendum to the Garden's Gate EIR and Amended Mitigation Monitoring & Reporting Program approved on _____, by Resolution No. _____.

(6) Final Findings and Conditions of Approval adopted by the Board of Supervisors on _____, by Resolution No. _____.

F.H. Development Agreement Statute. County and Landowner have taken all actions mandated by, and fulfilled all requirements set forth in, the Development Agreement Statute.

G.I. Consistency with General Plan. Having duly examined and considered this Restated Development Agreement and having held properly noticed public hearings hereon, in County Ordinance No. 4229, the County Board of Supervisors finds that this Restated Development Agreement is consistent with the Mendocino County General Plan, satisfies the Government Code Section 65867.5 requirement of general plan consistency.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS.

~~1.1. "Approved Project Planning Documents" are the Vesting Subdivision Tentative Map, Project Site Plan, the Project Phasing Plan, Master Building Plan, Project Design Guidelines, Project Landscaping Plan, Inclusionary Housing Agreement and this Modified Development Agreement.~~

1.1. "Amended Vesting Tentative Subdivision Map" shall mean the vesting tentative subdivision map dated August 31, 2022, filed by Landowner with the County for the Modified Project, as approved by the County Board of Supervisors.

1.2. "County" shall mean and refer to the County of Mendocino, a political subdivision of the State of California, in its governmental capacity.

1.3. "County Laws" shall mean and refer to the ordinances, resolutions, codes, rules, regulations, and official policies of the County governing the permitted uses of land, density, design, improvement, and construction standards and specifications applicable to the development of the Property and property upon which required off-site public improvements are to be constructed. Specifically, but without limiting the generality of the foregoing, County Laws shall include the County's General Plan, any of the County's Specific Plans, County zoning ordinances, and the County's subdivision ordinance.

1.4. "Declaration of Environmental and Land Covenants" shall mean and refer to those covenants imposed on Lots ~~1-4 Unit One~~ 121, 122, 123 and 124 described in Section 6.7 and recorded to implement required environmental protections mandated in the ~~Environmental Impact Report~~ EIR, EIR Addendum, and Mitigation Monitoring & Reporting Program for Garden Gate approved by the County.

1.5. "Director of Planning" shall mean and refer to the County's Director of Planning and Building Services.

~~1.6. "Effective Date" shall mean and refer to November 20, 2009, which is the effective date of Ordinance No. 4229, adopting this Development Agreement.~~

1.7.1.6. "EIR" shall mean and refer to the certified approved Environmental Impact Report for the Garden's Gate Subdivision Project and the Addendum to the Garden's Gate Environmental Impact Report approved by the County.

1.8.1.7. "Exactions" shall mean and refer to all exactions, costs, fees, in-lieu fees or payments, charges, assessments, dedications or other monetary or non-monetary requirement charged or imposed by County or by County through an assessment district (or similar entity) in connection with the development of, construction on, or use of real property, including but not limited to transportation improvement fees, child care in-lieu fees, art fees, affordable housing fees, dedication or reservation requirements, facility fees, obligations for on- or off-site improvements or construction requirements for public improvements, services or other conditions for approval called for in connection with the development of or construction of the Modified Project under the Existing County Laws, whether such exactions constitute public improvements, mitigation measures in connection with environmental review of the Modified Project Approvals, or impositions made under applicable County Laws or in order to make an

Approval consistent with applicable County Laws. Exactions shall not include Processing Fees or those items stated in Sections 6.2 through 6.7 in this Restated Development Agreement.

4.9.1.8. **"Existing County Laws"** shall mean those County Laws that are in effect as of the Effective Date.

4.10.1.9. **"Final Subdivision Map"** shall mean the final subdivision map(s) to be filed by Landowner with the County for the Modified Project pursuant to the Modified Project Approvals and this Restated Development Agreement.

4.11.1.10. **"Final Revised Findings and Conditions of Approval"** shall mean and refer to those ~~October 6, 2009~~ Final Findings and Conditions of Approval of Subdivision as ~~modified including conditions 1-28~~ adopted by the Board of Supervisors by Resolution _____ on _____, 2023.

4.12.1.11. **"Landowner"** shall mean and refer to ~~Ukiah Land, LLC~~ Rancho Yokayo, a California limited ~~liability partnership company,~~ and its successors and assigns.

4.13.1.12. **"Master Building Design Plan"** shall mean and refer to the Master Building Plan ~~shown on the Vesting Subdivision Tentative Map—sheets 4 of 7, 5 of 7, 7 of 7 and Lot Table—Application C) and the Master Building Plan—(Illustrative Site Plan—Application K-c) as approved by the County for each phase of the Modified Project that is to be submitted in conjunction with each subsequent Final Map and is subject to review and approval by the Director of Planning.~~

4.14.1.13. **"Master Declaration of Covenants"** shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions and Easements for ~~Garden's Gate approved~~ for the Modified Project as approved by the County as set forth in Section 8.6 of this Restated Development Agreement.

~~**4.15.** **"Master Subdivision Improvement Plan"** shall mean and refer to all offsite and onsite improvements as defined in Section _____ of this Development Agreement.~~

4.16.1.14. **"Mitigation Measures Monitoring & Reporting Program"** shall mean and refer to the Mitigation ~~Measures~~ Monitoring & Reporting Program adopted by the County for the Modified Project pursuant to the EIR and EIR Addendum, and which ~~Mitigation Measures Monitoring Program~~ is attached to this Restated Development Agreement as **Exhibit "FE"**.

4.17.1.15. **"Permitted Uses"** are defined in Section 5.2.

4.18.1.16. **"Processing Fee"** shall mean and refer to a fee generally imposed by the County for processing applications for land use, development, construction, building permits and other such applications and approvals that are payable upon the submission of an application for a permit or approval, and which are not solely applicable to the Modified Project and cover only the estimated actual costs to the County of processing that application, in accordance with and as provided under Government Code section 66014.

4.19.1.17. **"Modified Project Approvals"** shall mean and refer to:

A. Amended Vesting Tentative Subdivision Map approved on _____, by Resolution No. _____

B. Project Site Plan approved on _____, by Resolution No. _____

- C. Project Phasing Plan approved on _____, by Resolution No. _____
- D. Inclusionary Housing Agreement approved on _____, by Resolution No. _____
- E. Restated Development Agreement adopted on _____, by Ordinance No. _____
- F. Project Design Guidelines, approved on _____, by Resolution No. _____.
- G. Addendum to the Garden's Gate EIR and Mitigation Monitoring & Reporting Program as approved on _____, by Resolution No. _____,
- A. Final Findings and Conditions of Approval as adopted by the Board of Supervisors on _____, by Resolution No. _____.

~~B.~~ This ~~Modified~~ Amended Development Agreement as adopted by Ordinance No. 4229-2009 _____ by the County (the "Adopting Ordinance"), on June 22, 2010 _____.

~~C.~~ The Project Design Guidelines as approved at approval of the Final Map.

~~D.~~ Declaration of Environmental and Land Covenants Track 261 Unit One approved and recorded with Final Map.

~~E.~~ Final Findings and Conditions of Approval as Modified on October 6, 2010

4.20.1.18. "Project Design Guidelines" shall mean and refer to the Bella Vista Design Manual dated January 16, 2023, as Project Design Guidelines approved reviewed by the Planning Commission and filed approved concurrently with the Final Amended Vesting Tentative Subdivision Map.

4.24.1.19. "Project Landscaping Plan" shall mean and refer to the amended Project Landscaping Plan dated November 12, 2020 as approved by the County as part of the Modified Project Approvals ~~as (Conceptual Landscape Plan—Application K-3).~~

4.22.1.20. "Project Phasing Plan" shall mean and refer to the amended Project Phasing Plan approved by the County as part of the Modified Project Approvals, as shown on sheet 3 of 710 of the Amended Vesting ~~Subdivision~~ Tentative Subdivision Map dated August 31, 2022 and attached hereto as **Exhibit "C"**.

4.23.1.21. "Project Site Plan" shall mean and refer to the amended Project Site Plan approved by the County as part of the Modified Project Approvals, shown on sheets ~~4-4 of 7-10 and 2 of 7~~ of the Amended Vesting Subdivision Tentative Map dated August 31, 2022 and attached hereto as **Exhibit "B"**.

1.22. "Property" shall mean and refer to the real property located in County of Mendocino, more particularly described in **Exhibit "A"** and depicted on **Exhibit "B"** attached hereto.

4.24.1.23. **"Subdivision Improvement Plans"** shall mean and refer to the plans for all offsite and onsite improvements as defined in Section 8.2 of this Restated Development Agreement.

4.25.1.24. **"Subsequent Approvals"** shall mean those approvals for the Modified Project for the design, construction, and building of improvements within the Modified Project that are submitted to and approved by the County subsequent to the Modified Project Approvals that are defined in this Restated Development Agreement.

1.25. **"Term"** is defined and described in Section 4.2.

ARTICLE 2. BASICS OF AGREEMENT.

2.1. ~~**"Vesting Tentative Subdivision Map"** shall mean the vesting tentative subdivision map dated filed by Landowner with the County for the Project.~~

2.2.2.1. **Incorporation of Recitals.** The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Restated Development Agreement as if set forth herein in full.

2.3.2.2. **Description of Property.** The Property as defined in Section 1.222 shall be subject to this Restated Development Agreement.

2.3. **Relationship of County and Landowner.** It is understood that this Restated Development Agreement is a contract that has been negotiated and voluntarily entered into by County and Landowner and that Landowner is not an agent of County. County and Landowner hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making County and Landowner joint venturers or partners.

ARTICLE 3. FINDINGS.

3.1. **Findings.** The County Board of Supervisors finds, pursuant to Government Code section 65867.5(b), that this Restated Development Agreement and the provisions thereof are consistent with the general plan of the County. County has determined that the Modified Project is a development for which a development agreement is appropriate. A development agreement will eliminate uncertainty in the County's land use planning for the Property and secure orderly development of the Modified Project and shall assure progressive installation of necessary improvements and mitigation appropriate to each stage or phase of development of the Modified Project, insure attainment of the maximum effective utilization of resources within the County at the least economic cost to its citizens, secure public improvements and amenities that could not otherwise be obtained, and otherwise achieve the goals and purposes for which the Restated Development Agreement Resolution was enacted by the County.

ARTICLE 4. EFFECTIVE DATE AND TERM.

4.1. Effective Date. The effective date of this Restated Development Agreement ("Effective Date") is _____, ~~2009~~2023, which is the effective date of Ordinance No. _____, adopting this Restated Development Agreement.

4.2. Term. Upon execution, the term of this Restated Development Agreement shall commence on the Effective Date and shall extend for a period of ~~fifteen~~ ten (~~15~~10) years, unless said term is terminated, modified or extended by circumstances set forth in this Restated Development Agreement. Following the expiration of the term, this Restated Development Agreement shall be deemed terminated and of no further force and effect. Said termination of the Agreement shall not be deemed to terminate any of the Modified Project Approvals or Subsequent Approvals (except to the extent the terms of any such approvals have been extended by virtue of this Agreement) or affect any right or duty created by County approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Restated Development Agreement prior to such termination. As to a single residential lot within the Project, upon the final building inspection and the conveyance of such lot to a bona fide good faith purchaser, this Agreement shall be deemed terminated and of no further effect. Such termination shall be automatic without any further action by either party or the need to record any further documents.

4.3. Right to Extend. This Restated Development Agreement may be extended by the County and Landowner on the following conditions:

A. Landowner shall have made and submitted to the Director of Planning a written application for extension of the Term no later than the date that is six months prior to the date that the Term of the Agreement is scheduled to expire.

B. The Modified Project shall have met one of the following benchmarks:

(1) Landowner has constructed all Age-Restricted Homes and no less than fifty percent (50%) of the Moderate-Income Qualifying Homes.

(2) Landowner has commenced construction upon no less than fifty percent (50%) of all dwelling units shown on the Amended Vesting Tentative Subdivision map. Commencement of construction shall mean that the foundation for a dwelling unit has been constructed pursuant to a validly issued permit from the County.

A.C. Upon the Director of Planning finding that Landowner has made timely written application for an extension of the Term and has undertaken the required development as stated in subparagraph B, above, the County Planning Director shall grant an extension of no more than an additional five (5) years based upon its findings that the Modified Project has met specified benchmarks.

B.D. After an initial five (5) year extension of the Term has been granted in accordance with subsection (A), an additional three (3) year extension may be requested by Landowner based on a written application for extension of Term submitted no later than the date that is six months prior to the date that the

initial extension of the Term is scheduled to expire. This additional extension may only be approved by the Planning Commission based on a finding that substantial progress towards completion of the Modified Project is continuing to occur.

~~A. Landowner shall have commenced construction upon no less than fifty per cent (50%) of all dwelling units shown on the Vesting Tentative Subdivision Map, including 50% of both affordable and market rate units during the Term. Commencement of Construction shall mean that the foundation for a dwelling unit has been commenced pursuant to a validly issued permit from the County.~~

~~Upon the Director of Planning finding that Landowner has made timely written application for an extension of the Term and has undertaken the required development as stated in subparagraph B, above, the County shall grant an extension of no more than an additional five (5) years based upon its findings that the Project has met specified benchmarks.~~

ARTICLE 5. USE OF PROPERTY.

5.1 Right to Develop. Except as otherwise specifically provided in this Agreement, Landowner shall have the vested right to develop the Modified Project in accordance with the terms and conditions of the Modified Project Approvals, including this Restated Development Agreement, the Project Design Guidelines and those rules, regulations, and official policies of the County in force at the time of the Effective Date, and any amendments to the Modified Project Approvals, including this Restated Development Agreement, as shall, from time to time, be approved pursuant to the provisions of this Restated Development Agreement. Landowner's vested right to develop the Property shall be subject to Subsequent Approvals for building and improvement design and construction; provided however, that any conditions, terms, restrictions and requirements for such Subsequent Approvals shall be consistent with the Modified Project Approvals including this Restated Development Agreement, and the Project Design Guidelines, and shall not prevent development of the Property for the uses provided under the Project Approvals, including this Restated Development Agreement ("Permitted Uses").

5.2 Permitted Uses. The Permitted Uses of the Property, including the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location and maintenance of on-site and off-site improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in this Restated Development Agreement, the Modified Project Approvals, the Project Design Guidelines and any amendments to this Restated Development Agreement or the Modified Project Approvals.

5.3 Moratorium, Quotas, Restrictions, or Other Growth Limitations. Landowner and County intend that, except as otherwise provided in this Restated Development Agreement, this Restated Development Agreement shall vest the Modified Project Approvals against subsequent County resolutions, ordinances and initiatives that conflict with the Modified Project Approvals including this Restated Development Agreement. In the event of any development moratorium that affects the construction of improvements within the Modified Project as defined in Government Code section 66452.6, subsection (f) and Government Code section 65858, the Term of this Restated Development Agreement, and the vested rights afforded Landowner under this Restated

Development Agreement shall be extended for an additional period of time commensurate with the duration of any such moratorium.

5.4 Subsequent Projects. Landowner is concerned that County may approve other projects that place a burden on County's infrastructure without considering the prior approval of the Modified Project. Therefore, County agrees that during the Term of this Restated Development Agreement, Landowner's right to build out and occupy all buildings in the Modified Project shall not be diminished despite the burden of future development upon public facilities including, without limitation, roads, roadways, storm sewers, traffic signals, curb gutters, sidewalks, parks, amenities, recreation areas, and other off-site improvements which are of benefit to the Modified Project and other properties in the area. Landowner agrees however to pay Landowner's fair share of AB 1600 Traffic Impact fees allocated to the Modified Project as provided for in Paragraph 7.3 below.

5.5 Review and Processing of County Approvals. County shall accept, process, and review applications for Subsequent Approvals in a reasonably expeditious manner which complies with, and is consistent with, the Modified Project Approvals, including this Restated Development Agreement, and the Project Design Guidelines. Subsequent Approvals shall be reviewed by the County for consistency with, in all material respects, the Modified Project Approvals, including this Restated Development Agreement and the Project Design Guidelines. County retains the rights to review and approve of Subsequent Approvals, provided however that County shall exercise County's rights of review and approval in a good faith and reasonable manner as required by California Government Code Section 65865.2, which will not prevent the development of the Modified Project for the uses, and with the heights, densities, setbacks and intensities specified in the Modified Project Approvals and the Project Design Guidelines or with the rate of development, if any, as specified in the Modified Project Approvals, including this Restated Development Agreement. Landowner, in a timely manner, shall provide County with all fees, charges, documents, applications, plans and other information necessary for County to carry out its obligations and cause its planners, engineers and all other consultants to submit in a timely manner all necessary materials and documents. All applications for Approvals shall be filed in the manner required under the applicable County Laws, except that such applications shall contain the caption "SUBJECT TO THE ~~GARDEN'S GATE~~RESTATED BELLA VISTA DEVELOPMENT AGREEMENT" on the front sheet of such applications (provided that a failure to include such caption shall not have any legal effect). The Parties expressly intend to cooperate with one another in a reasonable manner to implement all land use and building approvals for development of the Modified Project in accordance with the Modified Project Approvals and the Project Design Guidelines.

5.6 Extension of Approvals. Upon approval of the Amended Vesting Tentative Subdivision Map, pursuant to California Government Code section 66452.6(a), the term of the Amended Vesting Tentative Subdivision Map shall be extended until the termination of this Restated Development Agreement notwithstanding any other County Law.

ARTICLE 6. APPLICABLE RULES, REGULATIONS, FEES AND OFFICIAL POLICIES.

6.1 Rules Regarding Permitted Uses. State law allows certain concessions and incentives when the Landowner agrees to construct affordable or senior units. For this Modified Project, the concessions that the Landowner selected were: 1) to reduce the minimum 6,000 square foot lot size and reduce or eliminate the front, rear and side setbacks required under the zoning ordinance for single-family dwellings. In addition, 2) the Landowner requested that the County waive certain subdivision requirements in order to make the project feasible (namely, the requirements regarding -Double Lot frontage, Land Division Chapter Section 17-52(J); Flag Lot Access Strip, Section 17-52(L);-and Access Easement Width, Section 17-53(B). These concessions and incentives are provided for in the Modified Project Approvals, including this Restated Development Agreement. Except as provided in this Restated Development Agreement and the other Modified Project Approvals under the State Density Bonus Law, density and intensity of use, the rate, timing, and sequencing of development, the maximum height and size of proposed buildings, signage and provisions for reservation and dedication of land shall be those in force on the Effective Date of this Restated Development Agreement.

6.2 Rules Regarding Construction. Unless otherwise expressly provided in this Restated Development Agreement, all ordinances, resolutions, rules, regulations, and official policies governing improvement and construction standards and specifications applicable to the construction of improvements within the Modified Project and to public improvements to be constructed by Landowner shall be those in force and effect at the time the applicable permit approval is granted as are generally applied to such improvements in the County.

6.3 Changes in State or Federal Law. In the event that State or Federal laws or regulations, enacted after this Restated Development Agreement has been entered into, prevent or preclude compliance with one or more provisions of this Restated Development Agreement, such provisions of the Restated Development Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations. This Restated Development Agreement shall not preclude the application to development of the Property of changes in County laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations.

6.4 Uniform Codes Applicable. The Modified Project shall be constructed in accordance with the provisions of the California Building, Mechanical, Plumbing, Electrical and Fire Codes, County standard construction specifications, and Title 24 of the California Code of Regulations, relating to California Building Standards, in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Modified Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the California Building, Mechanical, Plumbing, Electrical and Fire Codes, County standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the start of construction of such infrastructure.

6.5 Processing Fees. County may charge a Processing Fee for a permit or Subsequent Approval submitted by Landowner, as the Processing Fee is in effect at the time of Landowner's application for that permit or approval with such Processing Fee to be in compliance with Government Code section 66014 and not greater than and

consistent with such Processing Fees charged at the time to all other projects and developments in the County.

6.6 Subsequent Environmental Review. Landowner agrees to comply with all mitigation measures contained in the EIR and EIR Addendum and that are adopted pursuant to Modified Project Approvals as set forth in the EIR and EIR Addendum and stated in the amended Mitigation Measures—Monitoring & Reporting Program. The Parties acknowledge, however, that the Environmental Impact Report for the Original Project ("EIR") contains a thorough analysis of the Original Project and Project alternatives and specifies the feasible mitigation measures available to eliminate or reduce to an acceptable level of adverse environmental impacts of the Original Project. The parties acknowledge that the County Board of Supervisors issued a statement of overriding considerations in connection with the Original Project Approvals, pursuant to 14 California Code of Regulations (CEQA Guidelines) Section 15093. The EIR Addendum was reviewed by the Board of Supervisors in conjunction with the Modified Project Approvals, and the Board of Supervisors determined that the EIR and EIR Addendum provides an adequate database and environmental analysis for the decision to proceed with the Modified Project embodied in the Modified Project Approvals and this Restated Development Agreement, and subsequent development of the Modified Project during the Term of this Agreement. The mitigation measures imposed are those appropriate for the implementation of proper planning goals and objectives and the formulation of Modified Project development guidelines and conditions of approval. For these reasons, no subsequent or supplemental EIR shall be required by County for any Subsequent Approvals implementing the Modified Project unless the provisions of Public Resources Code section 21166 apply. If the provisions of Public Resources Code section 21166 apply, it is understood that the County may adopt and apply such further mitigation measures as may be necessary to comply with CEQA under such circumstances.

6.7 Declaration of Environmental and Land Covenants. ~~Due to the change in Project Phasing for Lots 1-4 and i~~ In order to implement the mitigation measures provided by the Garden's Gate EIR and EIR Addendum applicable to those Lots 4-4121, 122, 123 and 124, as well as to establish a Riparian Enhancement Area, County and Landowners have agreed to record a Declaration of Environmental and Land Covenants, in a form subject to approval by the County Planning Director and County Counsel, that will be in force and effect as the date the Declaration is recorded designating a portion of ~~Lot 4~~ the area shown as Lots 121, 122, 123 and 124 on the Amended Vesting Tentative Map as subject to the Riparian Enhancement Easement and conditions outlined therein. The Declaration of Environmental and Land Covenants and the Riparian Enhancement Easement over the area shown as Lots 121, 122, 123, 124 shall be recorded prior to or in conjunction with the Subsequent Final Map for the phase including the subject lots.

6.8 Application of New County Laws. Nothing stated in this Restated Development Agreement shall prevent County from applying the following to the Property:

- A. New County Laws which are specifically mandated or required by changes in State or Federal Laws;
- B. All laws that are applicable to procedural requirements for building and building occupancy permit application, submittal and issuance that are then generally applied by the County.
- C. Construction standards pursuant to all California Uniform Building Codes incorporated by the County Code that are then generally applied by the County;
- D. Engineering specifications for construction of any public improvements such as curbs, gutters and sidewalks, to the extent they do not conflict with the Modified Project Approvals and Existing County Laws;
- E. Any requirements applicable upon issuance of a building permit for which County acts as an administering agent for another governing agency that are then generally applied by the County.
- F. All County-wide fees, taxes and assessments will apply as will laws affecting public health and safety.

6.89 Conflicting Laws. Except as set forth in Section 6.8 above (Application of New County Laws), any action or proceeding of the County (whether enacted by the legislative body or the electorate) that has any of the following effects on the Modified Project shall be considered in conflict with this Restated Development Agreement and the Existing County Laws:

- A. Limiting or reducing the density or intensity of all or any part of the Modified Project, or otherwise requiring any reduction in the square footage or total number of developable blocks, residential units or other improvements;
- B. Limiting the timing or phasing of the Modified Project in any manner inconsistent with this Agreement or the Modified Project Approvals; or
- C. Limiting the location of structures, grading, streets or other improvements on the Property in a manner that is inconsistent with or more restrictive than the limitations included in the Modified Project Approvals or this Agreement.

- D. The above list of actions is not intended to be comprehensive but is illustrative of the types of actions that would conflict with this Agreement and the Existing County Laws.

**ARTICLE 7. SUBSEQUENTLY ENACTED FEES, DEDICATIONS,
ASSESSMENTS AND TAXES.**

7.1 Plan Check, Building Permit, and Related Fees and Charges. For each of the respective Buildings, Landowner shall pay those plan check, building permit, and related fees and charges required by County in effect at the time such fees are due in force on the Effective Date for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder. Additionally, the Landowner shall pay plan check fees related to the review of the MSIPeach phased Subdivision Improvement Plan at the weighted hourly rates in effect at the time of the plan check. The amounts of such fees are annually adjusted by the County Board of Supervisors to reflect inflation, and the Landowner will pay such fees in the amount in effect at the time the fees are due.

Landowner proposes to utilize several "master residential building plans" throughout the Modified Project. After initial review and approval of the master residential building plans, County will waive the plan review fee for subsequent use of the approved master residential building plans. If there are revisions to the master residential building plans, County will charge the established hourly rate for such review.

7.2 Parkland In-Lieu Fees. The County, as of the Effective Date, does not require dedication of park land or payment of parkland in-lieu fees. The parties acknowledge that the Landowner has agreed to construct two-three parks on-site with a "neighborhood park" located on Parcel B along South State Street to be permitted for public use and maintained by the Homeowner's Association in accordance with a recorded easement that is subject to approval by the County Counsel and the County Department of Transportation. This park will include an open field, walking paths, picnic area and other seating, and a children's play structure. A portion of it will also function as a stormwater detention facility. A private park for residents of the age-restricted portion of the Modified Project ("cottage park") will be located on Parcel G within the age-restricted portion of the Modified Project and will include landscaping, walking paths, seating and a covered pavilion that is a minimum of 585 square feet in size and includes an outdoor ceiling fan, electric space heater(s), lighting and a counter with a grill as well as moveable partitions so that the pavilion can be enclosed in inclement weather. A "linear park" that runs in an east-west fashion through the Modified Project on Parcels D, E and F will contain a 6' to 7' paved walking path and landscaping. within the Project that will include public use. The larger of the two parks on the east side of the property will include ball fields, running and walking paths, picnic area and other seating, as well as landscaped areas. A smaller private park located within the Project, will function more as a neighborhood park and include children's playground benches, structures for picnics and other hardscape. No other requirements as to the provision of park lands or payment of parkland in-lieu fees shall be required for the Modified Project.

7.3 Traffic Impact Fees – Off-Site Traffic – Project Contribution. If, pursuant to AB 1600, the County in the future adopts off-site area wide traffic mitigation fees payable by property owners generally in the Ukiah Valley area, the Landowner agrees to pay its fair share of such subsequently enacted area wide traffic impact fees to be applied prospectively to the phases of the Modified Project that have not been developed, with the understanding that Landowner shall receive an appropriate credit for the costs of any off-site roadway or off-site traffic oriented improvements that Landowner has made because of the Modified Project for those portions of such off-site improvements that exceed those required because of the impacts of the Modified Project.

7.4 — School Impact Fees. Landowner shall pay school impact fees for the residential units as developed in the Modified Project based on the standards and requirements for the determination and calculation of such school impact fees that are in force and effect ~~as of the Effective Date at the time such fees are due.~~ Payment of any such school impact fees for a Building in the Modified Project shall be required at the time of the issuance of the building permits, ~~for each phase of such residential units.~~

7.57.4 Emergency Medical Services Fees. Landowner agrees to pay its proportionate share of any subsequently enacted emergency service fees required by the County to serve the Project Area that are adopted within five years of Effective Date of this Restated Development Agreement.

7.67.5 Water District Fees. Landowner agrees to pay a capital improvement fee to fund the Modified Project's share of the replacement and expansion of the Fircrest Drive water storage tank per Landowner's agreement with the Willow County Water District.

7.6 No Further Exactions. Except as provided in Sections 7.1-7.6, and without the intent of applying to actions taken by the County under Sections 6.2 - 6.7 as the application of New County Laws, the County shall not impose any further or additional Exactions upon the development of the Modified Project, whether through the exercise of the police power, the taxing power, design review or any other means, other than those set forth in the Modified Project Approvals and Existing County Laws and this Restated Development Agreement.

ARTICLE 8. ADDITIONAL CONDITIONS.

8.1 Project Development Plan. It is understood that the ~~Garden's Gate~~ Modified Project is to be developed substantially in accordance with the Project Site Plan that is attached to this Development Agreement as **Exhibit "B"**. The Project Site Plan shall be subject to modifications that are submitted to and approved by the Director of Planning ~~and Building.~~

8.2 — ~~Master~~ Subdivision Improvement Plans (MSIP). ~~Prior to recordation of the final map for first Phase of the Project after Unit One, Landowner shall submit the MSIP for review and approval by the County. Prior to recordation of the first Final Map and each subsequent Final Map for each phase of the Modified Project, Landowner shall submit a SIP for the phase for review and approval by the County Department of Transportation. The Each MSIP~~ shall include at minimum: all onsite and offsite easements for roadways, drainage facilities, utilities, approximate lot elevations and detailed designed for all improvements including those on and offsite, located within the existing and proposed public right of way and common areas. The design shall include

all engineering reports to justify design, finished grades, cross sections, plan and profiles and details for all storm drain, sanitary sewer, water distribution systems, roadways, site access, emergency access, and roundabout improvements, as well as planmetric locations for all joint trench utilities.

8.3 Phasing of Project. The Landowner will be developing the Modified Project in incremental stages as set forth on **Exhibit "C"** ("Project Phasing Plan") attached to this Restated Development Agreement. The Landowner will submit a Master Building Design Plan and Landscape Plan for each phase of the Modified Project based upon the Project Site Plan and the Project Design Guidelines. The Master Building Design Plan and Landscape Plan for each phase of the Modified Project shall be subject to design review by the Director of Planning ~~and Building of the County with the Director of Planning and Building to deliver a report to the Planning Commission as to such Plans for to confirm that the plans for~~ such Phase ~~being are~~ in material compliance with this Restated Development Agreement, the Project Site Plan and the Project Design Guidelines. ~~Landowner agrees to build Unit One as the first phase of the Project subject to the restrictions below:~~

~~A. Unit One will consist of development of Lots 1-4 inclusive as well as all infrastructure and on-site improvements necessary to adequately serve these lots including but not limited to: storm drainage facilities, public and private roads and driveways, streetscapes and landscaping, lighting, sewer, water, electrical, gas and telephone utilities. Such development shall not be subject to the Master CC&R's or Master Building Design Plan and Landscape Plan. Development of Unit One shall proceed pursuant to restrictions contained in the Declaration of Environmental and Land Covenants recorded at the time the final map is recorded as well. In lieu of the emergency access, developer agrees to provide fire sprinklers in all structures including Lots 1-4 and will continue to seek and alternative connection access to the South of the Project. Unit One parcels are subject to the EIR mitigation measures applicable thereto and are subject their proportionate share of all subsequently enacted emergency medical fees, traffic mitigation fees, school impact fees and contained in this Amended Development Agreement.~~

~~BA. The developer Landowner shall commence construction of the subsequent first phase(s) of the Modified Project on the east side of the project near South State Street and develop the project in an orderly east to west manner. The construction of more than one phase at a time may be permitted in accordance with approved SIPs and in compliance with the Inclusionary Housing Agreement, an approved SWPPP, the EIR Mitigation Measures, and Best Management Practices. No phases will be opened for construction of residential structures unless and until all previously opened phases which lie east of the unopened phases have been completed. The developer may commence construction on an unopened westerly phase if it lies contiguous with and opened phases to the east. A previously opened phase is defined as a phase upon which construction of any residential structure has been commenced. An unopened phase shall be any phase on which no construction of any residence structure has been commenced.~~

Notwithstanding the foregoing easterly development, each phase of the ~~project~~ Modified Project shall be so designed to provide for the ultimate development of all future phases of the Modified Project. All infrastructure to be developed shall be appropriately sized and located so as to be compatible with the SIPs for future phases, ~~of the MSIP~~ The County Director of Planning is authorized to approve amendments to the Phasing Plan for the Modified Project.

~~CB.~~ The Community Neighborhood Park (i.e., park adjacent to South State Street) and the Interim Entrance (i.e., four-way intersection with new northbound left turn lane) shall be constructed and completed contemporaneously in conjunction with the first phases of the Modified Project. If the roundabout on South State Street at the project entry is constructed with the first phase instead of the "interim entrance" improvements, completion of improvements in the Neighborhood Park other than those required for the stormwater system may be deferred until the third phase of the Modified Project. The Neighborhood Park shall be constructed prior to the completion of street and utility improvements serving the first phase adjoining or westerly of the Neighborhood Park location.

~~DC.~~ Other than the sequencing of Track 261 — Unit One, tThe Project Phasing Plan is not intended to mandate the sequencing of Modified Project development except as to compliance with the MSIP and is intended to set forth areas of the Modified Project that are established as appropriate ~~for areas~~ for incremental stages of Project development, with the understanding that the sequencing of Modified Project development may vary based upon market and development conditions.

~~8.34 Parcelization of Project~~ Recordation of Final Maps. ~~It is the intention under this Development Agreement that the Properties are to be subdivided into specific separate parcels. The specific parcels are shown on the Vesting Tentative Subdivision Map. The basic location, size, dimensions and setbacks for these individual parcels are to be as established by and pursuant to the Site Plan to be attached to this Development Agreement as the "Parcelization Plan".~~

~~_____~~ A.

Any subsequent Final Maps ~~for such parcelization~~ shall be in material-substantial compliance with the layout of parcelization on the Parcelization Plan Amended Vesting Tentative Map and adopted Mitigation Measures and Conditions of Approval and shall be processed in accordance with the requirements of the County for tentative subdivision maps that is-are in force and effect as of the Effective Date of this Restated Development Agreement.

~~_____~~ B. Final Maps may be filed for portions of the Modified Project, in increments in accordance with the current County ordinances and the provisions of Government Code section 66456.1 of the California Subdivision Map Act.

8.45 Map Act Requirements. Review and approval of each final subdivision map shall be made in accordance with the conditions and requirements of the Amended Vesting Tentative Subdivision Map dated and other applicable conditions, Mitigation Measures and requirements that are stated in the Modified Project Approvals, including

this Restated Development Agreement. Conditions of each final subdivision map shall be consistent with those established under and by this Restated Development Agreement and the other Modified Project Approvals.

- A. The processing, review and approval of the Final Subdivision Maps shall be administered in accordance with Existing County Laws. Any Final Subdivision Map that is consistent with this Restated Development Agreement and the Amended Vesting Tentative Map shall be deemed consistent with the other requirements for findings of consistency under the Map Act and County ordinances for such maps.
- B. The Amended Vesting Tentative Map is ~~exempt from subject to~~ the requirements of Government Code section 66473.7, concerning water verifications, and written verification of the availability of a sufficient water supply to serve the Modified Project has been provided by Willow County Water District based on a water supply assessment. because the Project is a residential project with less than 500 housing units.

8.56 Future Tentative Maps. Landowner shall have the right, at any time, to apply for one (1) or more future tentative subdivision maps ("Future Tentative Maps"), relating to the subdivision of the ~~13.1 acre~~ Remainder Parcel and Parcel A, as shown on the Amended Vesting Tentative Map, under the laws then in effect only.

8.67 Master Declaration of Covenants – Final Map Requirement. The Landowner shall cause to be prepared and submitted to the County for review a Master Declaration of Covenants, Restrictions and Easements for the Properties that integrates the parcels established by the Amended Vesting Tentative Subdivision Map and Final Subdivision Maps, which shall be reviewed and approved by the County Counsel and Director of ~~Planning-Transportation~~ before and as a condition of approval ~~of for~~ any Final Subdivision Map for the Modified Project by the County. The Master Declaration of Covenants, Restrictions and Easements shall include the Project Design Guidelines.

8.78 Timing of Development. In consideration of the significant benefits to the County of the development of the Modified Project, and in order to promote and encourage the development of the Modified Project in accordance with the Modified Project Approvals, County agrees that the timing, sequencing and phasing of the development of the Modified Project shall be as described in this Restated Development Agreement and the Project Phasing Plan. Notwithstanding any other provision of this Restated Development Agreement, nothing in this Restated Development Agreement shall be construed to impose an affirmative duty upon Landowner to proceed with the development of the Modified Project, or any portion thereof, if Landowner in its sole discretion decides not to proceed with the development of the Modified Project, or any portion thereof. The vested rights of Landowner shall include the right of Landowner to develop the Modified Project in accordance with the Project Phasing Plan. If development of the Modified Project is delayed for reasons beyond the control of Landowner (such as a material change in economic conditions for a prolonged period of time such that a reasonably prudent real estate developer would be unwilling to proceed with the development of all or a portion of the Modified Project) the Landowner shall not lose its development rights as herein established. Landowner shall have the right to make adjustments in the sequencing for the Modified Project if reasonably necessary for the orderly and economic development of the Modified Project, to accommodate the acceleration or deceleration of residential components of the Modified Project and/or the efficient and economical installation of infrastructure for the Modified Project, subject to

approval by the Director of Planning. County is likewise not bound by the Landowner's schedule based on delays outside its control. Notwithstanding the foregoing, if Landowner should cease development under this Restated Development Agreement and/or the other Modified Project Approvals, Landowner shall complete or cause to be completed all of those off-site and other Modified Project improvements for phases of development that have been commenced as of such time as are required to complete those utility and roadway systems and other such infrastructure improvements as are needed to assure the health and safety of occupants of the Modified Project and the general public for such commenced phases of the Modified Project, subject to the approval of the Director of Planning.

8.89 Storm Sewer Management Program. Pursuant to the Master Declaration of Covenants, a Homeowners Association ("HOA") shall be established that details the provision for regular monitoring of the status of the ~~vault and~~ detention pond storage capacities as well as requirements for ~~vault and~~ detention pond cleanouts when necessary to maintain design storm water storage levels. The HOA will employ professional services, subject to prior approval by the County Department of Transportation, to monitor implementation and maintenance and self-fund such professional services as needed to ensure that all privately-owned stormwater facilities are operated and maintained in compliance with all state and local requirements ~~are met~~. Stormwater Control Treatment Best Management Practices measures shall be located on private property and shall be privately owned and maintained. The provisions for Stormwater Control Treatment Best Management Practices measures shall be stated in the Master Declaration of Covenants which shall be subject to the review and approval of the County Counsel prior to the approval of the final map for Phase 1 first phase of the Modified Project. Pursuant to the terms of the Covenants, ~~t~~The County shall be entitled to pursue such legal action as County deems appropriate against the ~~Homeowners Association~~HOA or any responsible property owner for damages based on improper maintenance of the storm sewer management program.

8.910 Subsequent Approvals. The Master Building Design Plan and Landscape Plan for each phase of the Modified Project shall be subject to design review by the Director of Planning ~~and Building of the County with the requirement that the Director of Planning and Building deliver a report to the Planning Commission as to such Plans for such~~ to ensure that each Pphase being is in material compliance with this Restated Development Agreement, the Project Site Plan and the Project Design Guidelines.

8.1011 Construction of Off-Site Improvements. The Modified Project Description includes construction of the following off-site improvements to be funded by the Landowner as follows:

- A. ~~After completion and inspection of the 100th housing unit,~~ Landowner agrees to fund and construct a roundabout on South State Street at the intersection with Plant Road that shall be constructed either before or no later than the final inspection of the 100th housing unit. The roundabout shall be consistent with the ~~Project Plan~~conceptual plans for such Roundabout Improvements as shown on the Amended Vesting Tentative Map, with the understanding that the final plans for such Roundabout Improvements, including but not limited to the design of the center of the Roundabout Improvements, including landscaping and any monument signage, shall be submitted to the County Department of Transportation for

design ~~review~~ approval prior to the commencement of construction of the Roundabout Improvements. Prior to constructing the roundabout, ~~in the interim when a standard four-leg intersection would be used for construction purposes,~~ Landowner agrees to install a left-turn lane on the northbound South State Street intersection approach which mirrors the existing left-turn lane on the southbound South State Street intersection approach. Landowner also agrees to provide ~~the~~ eastbound project access intersection approach subject to approval of the Department of Transportation.

~~B. Landowner agrees to fund and construct a sidewalk on the west side of South State Street to begin at the intersection of South State Street and Plant Road, to run north to a point to be determined based on the equivalent cost to construct a sidewalk from the intersection of the westerly access point of Garden's Gate project with Oak Knoll Drive to North Court Road. Landowner shall commence and complete the Off-site Sidewalk improvements contemporaneously with construction and completion of first phase of development after Unit One. Landowner agrees to fund and construct a sidewalk to County standards on the north side of Plant Road from the Roundabout to the existing bus shelter on Plant Road. Landowner shall commence and complete the off-site sidewalk improvements simultaneously as the improvements of the Roundabout. In the event that additional right-of-way is necessary to accommodate the pedestrian improvement, the County may secure it at its own expense from the abutting property owner if funding is available. Landowner shall define the location and need for additional right-of-way as early as possible to help facilitate the acquisition of such property for the public pedestrian improvements. If additional right-of-way is necessary for public pedestrian improvements and it is not secured in a timely fashion by the County, the development of the Roundabout may proceed without the pedestrian connectivity at the northeasterly corner and instead additional public pedestrian improvements will be made along the west side of South State Street (or other available right of way as identified by the County Department of Transportation) equal to the cost of construction for the portion of pedestrian connectivity omitted at the northeasterly corner near the existing bus shelter on Plant Road.~~

~~8.412 Development Standards.~~ The ~~Amended Vesting Tentative Map, as approved by the Board of Supervisors on _____, 2023 by Resolution No. _____, approved Project Master Plan as set forth on~~ includes the Project Site Plan attached to this ~~Restated~~ Development Agreement as **Exhibit "B"** which shows and describes the approved lot configuration, and building setbacks and lot coverage for the ~~Modified Project as the basic Project development standards.~~ The ~~approved~~ Project Design Guidelines set forth the standards for application of ~~Project development standards for the Modified Project.~~ The ~~approved development standards may vary from the requirements as generally applied by the County based upon and in consideration for the Landowner providing the affordable housing described in Paragraph 8.12, below as concessions and waivers under the State Density Bonus law.~~ The approval of the ~~Project Master Plan as set forth on the~~ Project Site Plan attached to this ~~Restated~~ Development Agreement as **Exhibit "B"** and the Project Design Guidelines shall be deemed to be an approval by the County of a ~~variance-legal deviation~~ from development standards of the applicable zoning, ~~as authorized by the State Density Bonus law, -as~~

such ~~Project~~ development standards are shown and described on **Exhibit "B"** and as provided in the Project Design Guidelines.

8.1213 Affordable Housing Requirement. Landowner has received certain concessions and waivers related to County zoning and land division code, including but not limited to lot size and configuration and setback and lot coverage requirements based on the agreement made by Landowner to construct a minimum of 39 age-restricted dwelling units and to restrict 10% of the non-age-restricted dwelling units that would to be sold to qualifying moderate income ~~families~~households. The Inclusionary Housing Agreement between the Landowner and the County that is attached as **Exhibit "D"** provides for the details of the requirements related to the provision of affordable residential units within the Modified Project by the Landowner as of the Effective Date of this Restated Development Agreement. Landowner and the County agree that such affordable housing units shall be included by the Landowner within the Modified Project on an incremental and phased basis, on a proportionate basis as the Modified Project is built out, as set forth in the Inclusionary Housing Agreement, and such affordable housing units in a phase shall be completed simultaneously with market rate units for the phase of the Modified Project in which such affordable housing units are located.

8.1314 Insurance.

— **A. Public Liability and Property Damage Insurance.** At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than one million dollars (\$1,000,000) and a deductible of not more than ten thousand dollars (\$10,000.00) per claim. The policy so maintained by Landowner shall name County as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

— **B. Workers' Compensation Insurance.** At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain Workers' Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for its respective employees. Landowner agrees to indemnify County for any damage resulting from Landowner's failure to maintain any such insurance.

— **C. Evidence of Insurance.** Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish County satisfactory evidence of the insurance required in Sections 8.1314.1-A and 8.1314.2-B and evidence that the carrier is required to give County at least ~~fifteen-thirty~~ (1530) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to County, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Landowner performing work on the Project.

8.1415 Permitted Delays; Supersedure by Subsequent Laws.

- **A. Permitted Delays.** In addition to any specific provisions of this Agreement, performance by either Party of its obligations hereunder shall be excused during any period of delay, to the extent that delay is an actual cause of default, caused at any time by reason of acts of God or civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to work in process by reason of fire, floods, earthquake, or other casualties, restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting Laws (including, without limitation, new or supplementary environmental regulations), litigation, acts or neglect of the other Party, or any other cause beyond the reasonable control of a Party. Each Party shall promptly notify the other Party in writing of any delay hereunder as soon as possible after the same has been ascertained. The Parties Landowner and Director of Planning shall then meet and confer reasonably and in good faith to determine how to respond to the delay so as to meet the purposes and intent of this Agreement. The Director of Planning may refer the Landowner's request to the Board. The Term of this Agreement shall be extended by the period of any delay hereunder, not to cumulatively exceed seven (7) years.
- **B. Subsequent Laws.** If any Laws made or enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the Parties shall meet and confer reasonably and in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. If such modification or suspension is infeasible, then Landowner shall have the right to terminate this Agreement by written notice to County. In addition, at Landowner's election, the Term of this Agreement may be extended for the duration of the period in which the new Law precludes compliance with the provisions of this Agreement for a period not to exceed 24 months. Landowner shall have the right to challenge the new Law preventing compliance with the terms of this Agreement and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

8.1516 Dedication of Access Improvements. An access strip sufficient to accommodate the roundabout ~~and the westerly extension of Plant Road~~ to the satisfaction of the Department of Transportation and as shown on the Vesting Tentative Map ~~shall be merged to Phase 1b through the Boundary Line Adjustment Process concurrent with the recording of Unit 1 (first unit) of the proposed subdivision. Further, and~~ any additional right of way that may be needed for development of subdivision access improvements along the South State Street corridor including drainage and frontage improvements, ~~the extension of Plant Road (CR# 142), Gobalet Lane improvements, the Gobalet Lane/South State Street intersection~~ and the roundabout within the South State Street corridor shall be offered for dedication to the County in fee simple with all costs borne by the ~~applicant and/or subsequent grantees~~ Landowner.

ARTICLE 9. AMENDMENT OR CANCELLATION.

9.1 Modification Because of Conflict with State or Federal Laws. In the event that State or Federal laws or regulations enacted after the Effective Date of this Restated Development Agreement prevent or preclude compliance with one or more provisions of this Restated Development Agreement or require changes in plans, maps or permits approved by County, the parties shall meet and confer in good faith in a reasonable attempt to modify this Restated Development Agreement to comply with such Federal or State law or regulation. Any such amendment or suspension of the Agreement shall be approved by County Board of Supervisors in accordance with the County Code and this Restated Development Agreement.

9.2 Amendment by Mutual Consent. This Restated Development Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of Government Code section 65868.

~~**9.3 Insubstantial Amendments.** Notwithstanding the provisions of the preceding Section 9.2, any amendments to this Development Agreement which do not relate to (a) the term of the Agreement; (b) the Permitted Uses of the Property [as provided in Sections 6.2 and 7.1]; (c) provisions for "significant" reservation or dedication of land; (d) the location and maintenance of on-site and off-site improvements; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings or (g) monetary contributions by Landowner as provided in this Development Agreement shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or County Board of Supervisors before the parties may execute an amendment hereto. The Director of Planning shall determine whether a reservation or dedication is "significant".~~

9.49.3 Amendment of Modified Project Approvals. Any amendment of Modified Project Approvals shall not require an amendment to the Agreement unless the amendment relates relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) the density or intensity of use of the Modified Project; or (d) the maximum height or size of proposed buildings.; ~~(e) monetary contributions by Landowner; (f) the location and maintenance of on-site and off-site improvements; or (g) any other issue or subject not identified as an "insubstantial amendment" in Section 9.3 of this Development Agreement, shall require an amendment of this Development Agreement.~~ Such amendment shall be limited to those provisions of this Restated Development Agreement, which are implicated by the amendment of the Modified Project Approval(s). ~~Any other amendment of the Project Approval(s) shall not require amendment of this Development Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Development Agreement.~~

9.59.4 Cancellation by Mutual Consent. Except as otherwise permitted herein, this Restated Development Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of the Government Code. Any fees paid pursuant to this Restated Development Agreement prior to the date of cancellation shall be retained by County.

ARTICLE 10. ANNUAL REVIEW.

10.1 Review Date. The annual review date for this Restated Development Agreement shall be approximately twelve (12) months from the effective date of the Restated Agreement ~~is entered into~~.

10.2 Initiation of Review. The Director of Planning shall initiate the annual review by giving to Landowner written notice that County intends to undertake such review. Within thirty (30) days of County's notice, Landowner shall provide evidence to the Director of Planning to demonstrate good faith compliance with the Restated Development Agreement. The burden of proof, by substantial evidence of compliance, is upon Landowner. County's failure to timely initiate the annual review is not an event of default under this Restated Development Agreement and is not deemed to be a waiver of the right to do so at a later date; accordingly, Landowner is not deemed to be in compliance with the Agreement by virtue of such failure to timely initiate review.

10.3 Staff Reports. County shall deposit in the mail to Landowner a copy of all staff reports, and related Exhibits, concerning contract performance at least ten (10) days prior to any annual review.

10.4 Costs. Costs reasonably incurred by County in connection with the annual review shall be paid by Landowner.

10.5 Non-compliance with Agreement; Hearing. If the Director of Planning determines, on the basis of substantial evidence, that Landowner has not complied in good faith with the terms and conditions of the Agreement during the period under review, County Counsel, upon receipt of any report or recommendation from the Planning Commission, may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted, in accordance with the procedures of State law and the Mendocino County Code. As part of that final determination, County Board of Supervisors may impose conditions that it considers necessary and appropriate to protect the interest of County.

10.6 Appeal of Determination. The decision of County Board of Supervisors as to Landowner's compliance shall be final, and any Court action or proceeding to attack, review, set aside, void or annul any decision of the determination by the County shall be commenced within thirty (30) days of the Board's action.

ARTICLE 11. DEFAULT.

11.1 Default: Subject to any applicable extension of time, failure by any party to perform any term or provision of this Restated Development Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Restated Development Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party", and the party alleged to be in default shall be referred to as the "Party in Default". A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 11.2.A, and the Party in Default fails to cure such Event of Default within the applicable cure period.

11.2 Procedure Regarding Defaults.

- A. **Notice.** The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.
- B. **Cure.** The Party in Default shall diligently endeavor to cure, correct or remedy the matter complained of, provided such cure, correction or remedy shall be completed within the applicable time period set forth herein after receipt of written notice (or such additional time as may be deemed by the Complaining Party to be reasonably necessary to correct the matter).
- C. **Failure to Assert.** Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party 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.
- D. **Notice of Default-Time to Cure.** If an Event of Default occurs prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged default is such that it cannot practicably be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if: (a) the cure shall be commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other party that the cure cannot practicably be completed within such thirty (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given.

11.3 Legal Proceedings. Subject to the provisions of the foregoing Section 11.2, if the Party in Default fails to cure a default in a timely manner in accordance with the foregoing, the Complaining Party, at its option, may institute legal proceedings pursuant to this Restated Development Agreement or, in the event of a material default, terminate this Restated Development Agreement.

- A. Notwithstanding the foregoing, upon any such Notice of Default being given, either Party may seek resolution of the matter by sending written notice to the other Party requesting mediation of the matter of the Notice of Default. If such request for mediation is delivered by one Party to the other Party then the following shall apply:
 - (1) **Negotiation and Mediation.** The Parties shall make every effort to meet and confer for the purposes of resolving the claim or dispute by good faith negotiations. If the Parties do not resolve the claim or

dispute within thirty (30) days of the date of the Notice, or such other period as may be agreed upon by the Parties, either party shall have an additional thirty (30) days to submit the claim or dispute to mediation under the auspices of Judicial Arbitration & Mediation Services, Inc. (J.A.M.S.), or, if the Parties agree otherwise, to an independent mediator providing dispute resolution services in Mendocino County, California.

- (a) All costs of mediation shall be borne equally by the Parties.
 - (b) If the claiming Party does not submit the dispute or claim to mediation within thirty days (30) after termination of negotiations, or does not appear for the mediation, the claiming Party shall be deemed to have waived the claim or dispute and the other Party shall be deemed to be released and discharged from any and all liability to the claiming Party on account of such claim or demand, provided however, that nothing herein shall be deemed to release the Party from liability to any other person other than the claiming Party.
 - (c) Any settlement of a claim or dispute through mediation shall be documented in writing by the mediator. If the parties do not settle the claim or dispute within thirty (30) days after submission of the matter to the mediation process or within such other time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings. The Termination of Mediation shall set forth that the Parties are at an impasse and the date that the mediation was terminated.
- B. Upon the occurrence of an Event of Default, subject to subparagraph A, above, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Restated Development Agreement, or in County's regulations governing development agreements, expressly including the remedy of specific performance of this Restated Development Agreement.

11.4 Standards for Termination – Procedures for Termination.

- A. Standards.** A Party may Terminate this Agreement pursuant to Section 11.3 above on account of the commission by the other Party of an Event of Default only if, as a result of such Event of Default, the Party seeking to Terminate demonstrates, on the basis of substantial evidence in the record as a whole, that it will be deprived of a material benefit under this Agreement.
- B. Procedure for Termination.** If a Party concludes that it has the right to Terminate this Agreement pursuant to Section 11.3, such Party shall give to the other Party notice of its intent to terminate this Agreement. If County is the Party seeking to Terminate this Agreement, County shall then conduct a noticed public hearing before the County Board of Supervisors which public hearing shall be scheduled for the first regularly scheduled meeting of the County Board of Supervisors after the giving of public notice of such hearing in accordance with the applicable State Laws; and such notice of public hearing shall be given by County within thirty (30) days following the date

County gives notice of its intent to Terminate this Agreement. At such hearing, County shall demonstrate on the record the grounds and basis on which it claims the right to terminate under Section 11.3 above. Upon conclusion of such public hearing, the County Board of Supervisors shall direct the County Chief Executive Officer to take whatever action the County Board of Supervisors deems necessary or appropriate in connection with County's notice of intent to Terminate, including to proceed with Termination of this Agreement, proceedings for modification of this Agreement, or any other action specified by the County Board of Supervisors in the exercise of its discretion. The public hearing hereunder shall be concluded within sixty (60) days after it has been opened by the County Board of Supervisors and the holding of such public hearing hereunder shall be a condition to the initiation by County of any proceeding at law or in equity in connection with a Party's Termination of this Agreement on account of an Event of Default. If Landowner is the Party exercising a right of Termination, Landowner shall give County at least forty-five (45) days' notice of its intent to Terminate. During the 45-day period, the Parties shall exercise good faith in attempting to resolve the conflict. If the matter cannot be resolved, only after expiration of the 45-day period may Landowner Terminate this agreement. Such Termination shall be made by sending written notice thereof to the County.

- C. Effective Date of Termination.** Termination of this Agreement by a Party on account of an Event of Default shall be ~~effected-effective~~ on the later of (i) the date specified or required to be specified in a Party's notice of intent to Terminate, or (ii) in the case of the County, thirty (30) days after the conclusion of the public hearing pursuant to Section 11.3.B above unless, as a result of such public hearing, the County determines to take actions as an alternative to or in lieu of Termination, in which event County shall not have the right to Terminate this Agreement unless and until it has given a subsequent notice of Intent to Terminate pursuant to this Section 11.3.C.

~~**D. Judicial Proceeding to Challenge Termination.** Any challenge to a Party's Termination of this Agreement on account of an Event of Default by the other Party shall be subject to review in the Superior Court of the County of Mendocino pursuant to California Code of Civil Procedure section 1094.5(c) or other applicable law. Any challenge to a Party's claim that an Event of Default has occurred (which does not involve a purported Termination of this Agreement) shall be subject to review in the Superior Court of Mendocino County pursuant to California Code of Civil Procedure section 1094.5 or other applicable law, and such Court shall determine the appropriate standard of review.~~

- E.D. Effect of Termination.** If a Party Terminates this Agreement, such Termination shall not affect any right or duty emanating from any Modified Project Approvals with respect to the Modified Project or Property approved concurrently or subsequently to the approval of this Agreement, but the rights, duties and obligations of the Parties hereunder shall otherwise cease as of the date of such Termination. Upon Termination of this Agreement, County shall retain any and all benefits, including money or land, previously received by County or that should have been received by County as of the date of Termination under or in connection with this Agreement. Notwithstanding the foregoing provisions, no Termination of this Agreement

shall prevent Landowner from completing and occupying buildings or other improvements authorized pursuant to valid building permits or certificates of occupancy previously approved by County or under construction at the time of Termination, unless the reason giving rise to the Termination independently affects such building permits or certificates of occupancy. As used herein, "construction" means work under a valid permit, and "completing" means completion for beneficial use or occupancy by Landowner, or if a portion of the Modified Project is intended for use by a lessee or tenant and the lessee or tenant is responsible for completing the interior improvements, then for such portion "completing" shall mean such completion except for interior improvements, such as partitions, duct and electrical runouts, floor coverings, wall coverings, lighting, furniture, trade fixtures, finished ceilings, and other improvements typically constructed by or for tenants of buildings.

11.5 Default by County. If County does not accept, review, approve or issue necessary development permits or entitlements as defined by this Restated Development Agreement, or as otherwise agreed to by the County and Landowner, or the County otherwise materially defaults under the terms of this Restated Development Agreement, County agrees that Landowner or Landowner's successor shall not be obligated to proceed with or complete the Project, nor shall resulting delays in Landowner performance constitute grounds for termination or cancellation of this Restated Development Agreement. In addition to any other rights or remedies, Landowner and any successor may institute legal or equitable proceedings to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, to enjoin any threatened or attempted violation of the provisions of this Restated Development Agreement, provided however, the Landowner waives any and all rights hereunder to seek damages against the County as a result of any such breach or alleged breach of the provisions of this Restated Development Agreement.

11.6 Limitations on Actions. Any action by any third Person to attack, review, set aside, void or annul any action or decision taken by either Party under this Agreement shall not be maintained by such Person unless such action or proceeding is commenced within ninety (90) days after the date such decision or action is made or taken hereunder, or such shorter period as is prescribed by Law.

11.7 Estoppel Certificate. ~~Either Party~~Landowner may, at any time, and from time to time, request written notice from ~~the other Party~~County requesting ~~such Party~~County to certify in writing that, (a) this Restated Development Agreement is in full force and effect and a binding obligation of the Parties; (b) this Restated Development Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (c) to the knowledge of the ~~certifying Party~~County the ~~requesting Party~~Landowner is not in default in the performance of its obligations under this Restated Development Agreement, or if in default, to describe therein the nature and amount of any such defaults. ~~A Party receiving a request hereunder~~The County shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the Parties. Chief Executive Officer of County shall be authorized to execute any certificate requested by Landowner. The County may recover its reasonable costs from Landowner. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default.

41.711.8 Venue. The exclusive venue for any and all disputes shall be the Superior Court of Mendocino County.

ARTICLE 12. MORTGAGEE PROTECTION; CERTAIN RIGHTS OF CURE.

12.1 Mortgagee Protection. This Restated Development Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Restated Development Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

12.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 12.1 above, no Mortgagee shall have any obligation or duty under this Restated Development Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Modified Project Approvals or by this Restated Development Agreement.

12.3 Notice of Default to Mortgagee and Extension of Right to Cure. If County receives notice from a Mortgagee requesting a copy of any notice of default given Landowner hereunder and specifying the address for service thereof, then County shall deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to Landowner with respect to any claim by County that Landowner has committed an Event of Default. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the Event of Default claimed set forth in County's notice. County, through its Chief Executive Officer, may extend the cure period provided in Section 11.2.D for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

ARTICLE 13. MISCELLANEOUS PROVISIONS

13.1 Negotiated Contract. Landowner and County agree that this Restated Development Agreement is the product of extensive negotiation between Landowner and County and has been reviewed by legal representatives of each. The parties agree that any rule of construction which would interpret this contract against the drafting party or the party which caused the ambiguity or uncertainty, is waived by the parties, regardless of the application of California Civil Code section 1654 and any California case law to the contrary.

13.2 Severability. Except as set forth herein, if any term, covenant or condition of this Restated Development Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Restated Development Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which

it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Restated Development Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Restated Development Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

13.3 Full or Partial Invalidity or Unenforceability. If this Restated Development Agreement in its entirety is determined by a court to be invalid or unenforceable, this Restated Development Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Restated Development Agreement shall be determined by a court to be invalid and/or unenforceable, or if any provision of this Restated Development Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of California which became effective after the effective date of the Adopting Ordinance, then the remaining provisions of this Restated Development Agreement shall nevertheless remain in force and effect.

13.4 Applicable Law. This Restated Development Agreement shall be construed and enforced in accordance with the laws of the State of California.

13.5 Attorneys' Fees and Costs in Legal Actions by Parties to the Agreement. Should any legal action be brought by either party for breach of this Restated Development Agreement or to enforce any provisions herein, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails~~the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the Court.~~

13.6 Attorneys' Fees and Costs in Legal Actions by Third Parties to the Agreement. If any person or entity not a party to this Restated Development Agreement initiates an action at law or in equity to challenge the validity of any provision of this Restated Development Agreement or the Modified Project Approvals, the parties shall cooperate and appear in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action, and Landowner shall reimburse County for all reasonable court costs and attorneys' fees expended by County in defense of any such action or other proceeding.

13.7 Transfers and Assignments. From and after recordation of this Restated Development Agreement against the Property, Landowner shall have the full right to assign this Restated Development Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as **Exhibit "EE"** and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner", with all rights and obligations related thereto, with respect to such conveyed property. The assignment shall not take effect until notice is delivered to County in writing.

13.8 Agreement Runs with the Land. All of the provisions, rights, terms, covenants, and obligations contained in this Restated Development Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion

thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Restated Development Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property; (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

13.9 Bankruptcy. The obligations of this Restated Development Agreement shall not be dischargeable in bankruptcy.

13.10 Indemnification. Landowner agrees to indemnify, defend and hold harmless County, and its elected and appointed boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability related to breach of contract and for any liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Modified Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of County, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by County or another public entity (except as provided in an improvement agreement or maintenance bond).

13.11 Notices. All notices required by this Restated Development Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to County shall be addressed as follows:

County of Mendocino
Department of Planning and Building Services
501 Low Gap Road, Room 1440860 North Bush Street
Ukiah, CA 95482
Attn: Frank Lynch Planning Director

Notice required to be given to Landowner shall be addressed as follows:

UKIAH LAND, LLC
1751 Bollinger Lane
Sebastopol, CA 95472
Attention: Jack May RANCHO YOKAYO LP
2550 Westlake Drive No. 50
Chico, CA 95928
Attention: Doug Guillon

Either party may change the address stated herein by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

13.12 Reimbursement for Agreement Expense of County. Landowner agrees to reimburse County for actual expenses incurred over and above fees paid by Landowner as an applicant incurred by County directly relating to this Restated Development Agreement, including attorneys' fees, recording fees, publishing fees and reasonable County staff and outside consultants' costs not otherwise included within application fees. ~~Such reimbursable expenses and fees however shall not exceed \$11,000.~~ This Restated Development Agreement may be suspended, at County's option, until the fees provided for in this section, as well as any other processing fees owed by the applicant to the County for the Project are paid to the County. Upon payment of all expenses, the Landowner may request, and the County shall issue, written acknowledgment of payment of all fees. Such reimbursement shall be paid within thirty (30) days of presentation from the County to Landowner of a written statement of charges. Should any such fees be incurred after the date this Restated Development Agreement is executed, such fees shall also be paid within thirty (30) days of presentation from the County to Landowner of a written statement of charges. Fees not paid when due to County shall be subject to a one-time five (5) percent late penalty charge if not paid within thirty (30) days and shall thereafter bear interest at the rate of eleven (11) percent per annum until collected.

13.13 Third Party Legal Challenge. If any legal action or special proceeding is commenced by any person or entity challenging this Restated Development Agreement, or any provision herein, any of the actions involved with approving this Restated Development Agreement, or challenging any of the other governmental review, analysis, decisions or action identified in the recitals section of this Restated Development Agreement, the Landowner and County, agree to cooperate with each other in good faith to defend said lawsuit. County may however elect to tender (as provided below) the defense of any such class of lawsuit filed by a third person or entity, to the extent of any claims therein based on alleged defects in the procedures or compliance with applicable laws under which the Project was reviewed and/or approved and, if tendered by County, Landowner shall defend, indemnify and hold County harmless from such claims, ~~described in the previous paragraph. If, upon such tender, it appears to County that a conflict of interest would exist in the joint representation of the County and Landowner, then~~ Additionally, County may require the Landowner to hire and pay for a separate attorney ~~without such conflict of interest~~ to defend the County alone from the claims made against the County. County's tender of defense hereunder shall be made in a writing specifically identifying the lawsuit and the claims for which defense and indemnification hereunder are sought by County, which writing shall be delivered to the Landowner as soon as practicable. Provided that County has so tendered the defense of such Claim, the Landowner shall defend, hold, harmless, and indemnify County, its elected officials, officers, appointed officials, and employees from all damages, costs, and expenses incurred in the defense of such claims, including, but not limited to, attorneys' fees and expenses of litigation awarded to the prevailing party or parties in connection therewith. Neither the Landowner nor County shall settle without the consent of the other, which consent shall not be unreasonably withheld. County and the Landowner shall keep the other informed of all material developments involving the resolution of any such claims.

13.14 Further Assurances. The Parties agree to execute such additional instruments and to undertake such actions as may be necessary to effectuate the intent of this Restated Development Agreement.

13.15 Private Undertaking. County and Landowner agree that the Modified Project is a private development and that County has no ownership interest in the Modified Project except as authorized in the exercise of its governmental functions and except for any financing and lien rights as described in this Restated Development Agreement.

13.16 Third Party Beneficiaries. This Restated Development Agreement is made and entered into for the sole protection and benefit of Landowner and, County and their successors and assigns. No other person shall have any right of action based upon any provision in this Restated Development Agreement. County and Landowner hereby renounce the existence of any third party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any Person third party beneficiary status. If any action or proceeding is instituted by any third Person challenging the validity of any provision of this Agreement, or any action or decision taken or made hereunder, the Parties shall cooperate in defending such action or proceeding.

13.17 Form of Agreement; Recordation; Exhibits. County shall cause this Restated Development Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the County Recorder within ten (10) days of the Effective Date.

13.18 Clerk's Entry of Additional Technical Information to the Development Agreement. Following approval of this Agreement by the Board of Supervisors, the Clerk to the Board is authorized to add technical administrative information within the body of the Agreement pertaining to dates and resolution and ordinance numbers. Such entries shall not be considered to be amendments to the Agreement and shall not require the Developer's further approval.

13.19 Miscellaneous Provisions.

A. Any amendment or termination of this Restated Development Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination.

~~This Development Agreement is executed in three duplicate originals, each of which is deemed to be an original.~~

B. This Restated Development Agreement consists of 26 pages and the following acknowledgments and exhibits, which together constitute the entire understanding and agreement of the parties:

- | | | |
|----------------------|--------------|------------------------------------------------------|
| Exhibit A | – | <u>Project Property Description</u> |
| Exhibit B | – | Project Site Plan |
| Exhibit C | – | Project Phasing Plan |
| Exhibit D | – | Inclusionary Housing Agreement |
| Exhibit E | – | Form of Assignment |
| Exhibit <u>F</u> | – | <u>Mitigation Monitoring & Reporting</u> Program |
| Exhibit F | – | Form of Assignment |

[SIGNATURES TO BE PROVIDED ON THE FOLLOWING PAGE 26]

IN WITNESS WHEREOF, the County of Mendocino, a political subdivision of the State of California, has authorized the execution of this Restated Development Agreement in duplicate by its Chair of the Board of Supervisors and attested to by its County Clerk of the Board under the authority of Ordinance No. ~~4229-2009~~ _____, adopted by the Board of Supervisors of the County on ~~November 20, 2009~~ _____, 2023, and Landowner has caused this Restated Development Agreement to be executed.

"COUNTY"

"LANDOWNER"

COUNTY OF MENDOCINO,
a political subdivision of the State of California

RANCHO YOKAYO LP,
a California limited partnership

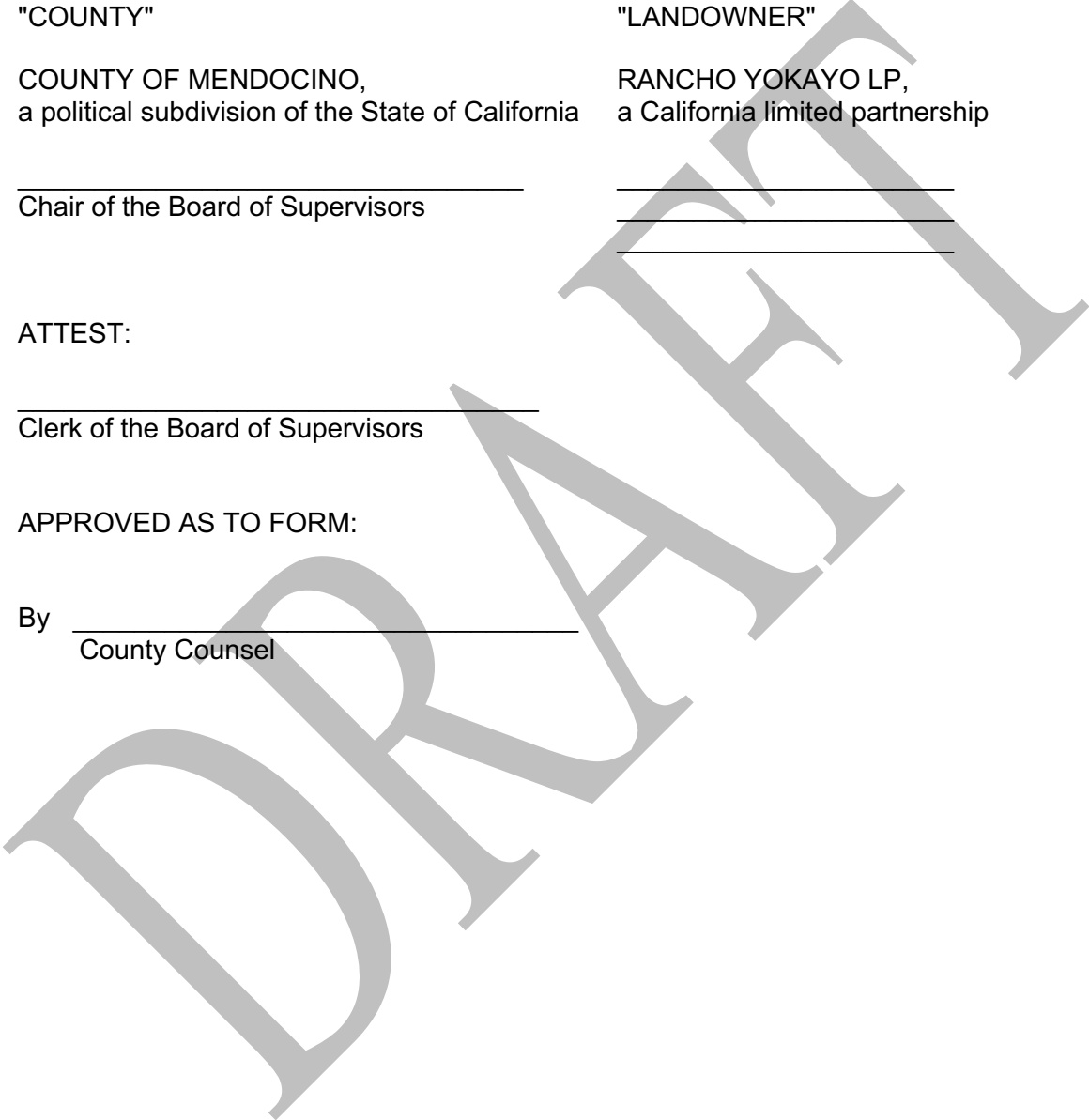
Chair of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By _____
County Counsel



State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

DRY

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the County of Mendocino, State of California, described as follows:

DRAFT

EXHIBIT B

~~PROPERTY DEPICTION~~ PROJECT SITE PLAN

DRAFT

EXHIBIT C
PROJECT PHASING PLAN

DRAFT

EXHIBIT D
INCLUSIONARY HOUSING AGREEMENT

DRAFT

EXHIBIT E

AMENDED MITIGATION MONITORING & REPORTING PROGRAM

DRAFT

EXHIBIT EF

FORM OF ASSIGNMENT

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Mendocino

Attn: County Clerk

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO ~~GARDEN'S GATE~~BELLA VISTA SUBDIVISION

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement")
is entered into this _____ day of _____, 20020, by and between _____, a
_____ (hereinafter "Landowner"), and _____, a
_____ (hereinafter "Assignee").

RECITALS

On _____, 20020, County of Mendocino and Landowner entered into
that certain agreement entitled "Development Agreement By and Between County of Mendocino
and ~~Ukiah Land, LLC~~Rancho Yokayo, LP, Relative to the Development known as ~~Garden's
Gate~~Bella Vista Subdivision (hereinafter the "Restated Development Agreement"). Pursuant to
the Restated Development Agreement, Landowner agreed to develop certain property more
particularly described in the Restated Development Agreement (hereinafter, the "Subject
Property"), subject to certain conditions and obligations as set forth in the Restated
Development Agreement. The Restated Development Agreement was recorded against the
Subject Property in the Official Records of Mendocino County on _____,
20020, as Instrument No. 20020 - _____.

Landowner intends to convey a portion of the Subject Property to Assignee,
commonly referred to as Parcel _____, and more particularly identified and described in
Exhibit A and Exhibit B, attached hereto and incorporated herein by this reference (hereinafter
the "Assigned Parcel").

Landowner desires to assign and Assignee desires to assume all of Landowner's right, title, interest, burdens and obligations under the Restated Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Landowner and Assignee hereby agree as follows:

Landowner hereby assigns, effective as of Landowner's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Landowner under the Restated Development Agreement with respect to the Assigned Parcel. Landowner retains all the rights, title, interest, burdens and obligations under the Restated Development Agreement with respect to all other property within the Subject Property owned by Landowner.

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Landowner under the Restated Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Landowner under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Restated Development Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Landowner as the "Landowner" under the Restated Development Agreement with respect to the Assigned Parcel.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

The Notice Address described in Section 4413.11 of the Restated Development Agreement for the Landowner with respect to the Assigned Parcel shall be:

IN WITNESS HEREOF, the parties hereto have executed this Restated Development Agreement as of the day and year first above written. This Restated Development Agreement may be signed in identical counterparts.

LANDOWNER:

ASSIGNEE:

RANCHO YOKAYO, LP
a California limited partnership

_____,
a _____

By: _____

By: _____

Its: _____

Print Name: _____

Title: _____

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "F"
MITIGATION MEASURES MONITORING PROGRAM

DRAFT

From: "Douglas, Robert@CALFIRE" <robert.b.douglas@fire.ca.gov>
To: "pbs@mendocinocounty.org" <pbs@mendocinocounty.org>
Date: 12/7/2020 1:07 PM
Subject: Agency Comments: S_2020-0001



COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES
860 NORTH BUSH STREET · UKIAH · CALIFORNIA · 95482
120 WEST FIR STREET · FT. BRAGG · CALIFORNIA · 95437

BRENT SCHULTZ, DIRECTOR
TELEPHONE: 707-234-6650
FAX: 707-463-5709
FB PHONE: 707-964-5379
FB FAX: 707-961-2427
pbs@mendocinocounty.org
www.mendocinocounty.org/pbs

November 24, 2020

Department of Transportation
Environmental Health - Ukiah/Fort Bragg
Building Inspection - Ukiah
Emergency Services
Assessor
Agriculture Commissioner
Air Quality Management
Airport Land Use Commission
California Highway Patrol
CALFIRE - Resource Management

Department of Fish and Wildlife
CALTRANS
RWQCB
State Clearinghouse
County Water Agency
Russian River Flood Control
US Fish & Wildlife Service
Army Corps of Engineers
LAFCO
Mendocino Transit Authority

County Addresser- Russ Ford
Ukiah Valley Sanitation District
Willow Water District
Ukiah Valley Fire District
Ukiah City Planning Department
Ukiah Unified School District
Cloverdale Rancheria
Redwood Valley Rancheria
Sherwood Valley Band of Pomo Indians

CASE#: S_2020-0001
DATE FILED: 7/23/2020
OWNER: RANCHO YOKAYO LP
APPLICANT: GUILLOIN INC.

REQUEST: Subdivision Modification of previously approved Subdivision S 3-2005 and its associated Development Agreement. The proposed Subdivision Modification consists of a vesting tentative map to subdivide 48.8± acres into 171 residential parcels. The project proposes 132 single-family parcels ranging in size from 3,500 square-feet to 18,008 square-feet and 39 age-restricted senior housing parcels ranging in size from 3,110 square-feet to 12,473 square-feet. The request also includes a Modification to the Development Agreement previously recorded. The project proposes 2.82 acres of park land and open space, which is divided between a linear park, a neighborhood park, a shared landscape area and a water detention basin. Exceptions to the Division of Land Regulations and County Zoning Ordinance are requested for minimum lot size and building setbacks, consistent with State Density Bonus law.
LOCATION: 2± miles south of the City of Ukiah, lying on the west side of South State Street (CR# 104A), immediately south of its intersection with Gobalet Lane (Private) addressed at 3000 South State Street; APNs 184-110-28, 184-110-29, 184-120-21 & 184-120-01.
ENVIRONMENTAL DETERMINATION: Previous Environmental Impact Report (SCH No. 2007052006)
SUPERVISORIAL DISTRICT: 5
STAFF PLANNER: JULIA ACKER
RESPONSE DUE DATE: December 8, 2020

RESPONDING AGENCY: CALIFORNIA DEPT OF FORESTRY & FIRE PROTECTION (CAL FIRE), MENDOCINO UNIT

COMMENTS:

If the project area is located on timberland [Ref. Public Resources Code (PRC) 4526], requiring timber operations for the cutting and removal of timber [PRC 4527], or if the project design requires the removal of commercial tree species [Ref. Title 14 CA Code of Regulations (CCR) 895.1], and those species will be utilized for commercial purposes ["sale, barter, exchange or trade" per CCR 4527], then a permit must be obtained from CAL FIRE prior to the commencement of operations.

Robert B. Douglas
Environmental Scientist
CAL FIRE
Mendocino Unit
17501 North Highway 101
Willits, CA 95490
Cell: (707) 972-3795
Office: (707) 459-7440
Email: robert.b.douglas@fire.ca.gov



COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES

860 NORTH BUSH STREET · UKIAH · CALIFORNIA · 95482
 120 WEST FIR STREET · FT. BRAGG · CALIFORNIA · 95437

ATTACHMENT 8

BRENT SCHULTZ, DIRECTOR
 TELEPHONE: 707-234-6650
 FAX: 707-463-5709
 FB PHONE: 707-964-5379
 FB FAX: 707-961-2427
 pbs@mendocinocounty.org
 www.mendocinocounty.org/pbs

November 24, 2020

Department of Transportation
 Environmental Health - Ukiah/Fort Bragg
 Building Inspection - Ukiah
 Emergency Services
 Assessor
 Agriculture Commissioner
 Air Quality Management
 Airport Land Use Commission
 California Highway Patrol
 CALFIRE – Resource Management

Department of Fish and Wildlife
 CALTRANS
 RWQCB
 State Clearinghouse
 County Water Agency
 Russian River Flood Control
 US Fish & Wildlife Service
 Army Corps of Engineers
 LAFCO
 Mendocino Transit Authority

County Addresser- Russ Ford
 Ukiah Valley Sanitation District
 Willow Water District
 Ukiah Valley Fire District
 Ukiah City Planning Department
 Ukiah Unified School District
 Cloverdale Rancheria
 Redwood Valley Rancheria
 Sherwood Valley Band of Pomo Indians

CASE#: S_2020-0001
DATE FILED: 7/23/2020
OWNER: RANCHO YOKAYO LP
APPLICANT: GUILLON INC.

REQUEST: Subdivision Modification of previously approved Subdivision S 3-2005 and its associated Development Agreement. The proposed Subdivision Modification consists of a vesting tentative map to subdivide 48.8± acres into 171 residential parcels. The project proposes 132 single-family parcels ranging in size from 3,500 square-feet to 18,008 square-feet and 39 age-restricted senior housing parcels ranging in size from 3,110 square-feet to 12,473 square-feet. The request also includes a Modification to the Development Agreement previously recorded. The project proposes 2.82 acres of park land and open space, which is divided between a linear park, a neighborhood park, a shared landscape area and a water detention basin. Exceptions to the Division of Land Regulations and County Zoning Ordinance are requested for minimum lot size and building setbacks, consistent with State Density Bonus law.

LOCATION: 2± miles south of the City of Ukiah, lying on the west side of South State Street (CR# 104A), immediately south of its intersection with Gobalet Lane (Private) addressed at 3000 South State Street; APNs 184-110-28, 184-110-29, 184-120-21 & 184-120-01.

ENVIRONMENTAL DETERMINATION: Previous Environmental Impact Report (SCH No. 2007052006)

SUPERVISORIAL DISTRICT: 5

STAFF PLANNER: JULIA ACKER

RESPONSE DUE DATE: December 8, 2020

PROJECT INFORMATION CAN BE FOUND AT:

<https://www.mendocinocounty.org/government/planning-building-services/public-agency-referrals>

Mendocino County Planning & Building Services is soliciting your input, which will be used in staff analysis and forwarded to the appropriate public hearing. You are invited to comment on any aspect of the proposed project(s). Please convey any requirements or conditions your agency requires for project compliance to the project coordinator at the above address, or submit your comments by email to pbs@mendocinocounty.org. Please note the case number and name of the project coordinator with all correspondence to this department.

We have reviewed the above application and recommend the following (please check one):

- No comment at this time.
- Recommend conditional approval (attached).
- Applicant to submit additional information (attach items needed, or contact the applicant directly, copying Planning and Building Services in any correspondence you may have with the applicant)
- Recommend denial (Attach reasons for recommending denial).
- Recommend preparation of an Environmental Impact Report (attach reasons why an EIR should be required).
- Other comments (attach as necessary).

SEE ATTACHED

REVIEWED BY:

Signature R M D Em

Department ADDRESSING

Date 12/9/20



COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES
860 NORTH BUSH ST. · UKIAH · CALIFORNIA · 95482

ATTACHMENT 8

BRENT SCHULTZ, DIRECTOR
Telephone 707-234-6650
FAX 707-463-5709
pbs@mendocinocounty.org
www.co.mendocino.ca.us/planning

December 9, 2020

Julia Acker-Krog
Staff Planner

RE: Proposed street names for S 2020-0001 (Rancho Yokayo LP) "Bella Vista Subdivision"

Dear Mrs. Acker-Krog:

In response to your referral, I have reviewed the proposed street names as indicated on the *Vesting Tentative Map Bella Vista Subdivision*, prepared on 8/28/2020 and have the following comments:

- 1) **Charlie Barra Drive:** This is a unique road name and as such is a good choice;
- 2) **Roads A, B, C, D, E, F and G:** These names are perhaps too similar the existing roads in Redwood Valley with the same classifications. Redwood Valley has major roads that range from Road A through Road N. They are well known within the EMS community and therefore I would recommend against adopting the same names for the streets within Bella Vista. It is a different fire district so the problem is not critical, but consider it an opportunity for creativity on the part of the developers.
- 3) **South Road:** There already exists a *South Avenue* in Ukiah. This proposed name is therefore too similar and should be modified.
- 4) **Country Lane:** While not terribly original, there are no similarly sounding roads within the greater area, so this should be an acceptable choice.

Please let me know if you have any questions.

Sincerely,

Russell D. Ford
Planner III/Cartographer/Address Coordinator
fordr@mendocinocounty.org



COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES
 860 NORTH BUSH STREET • UKIAH • CALIFORNIA • 95482
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ATTACHMENT 8

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November 24, 2020

Department of Transportation
 Environmental Health - Ukiah/Fort Bragg
 Building Inspection - Ukiah
 Emergency Services
 Assessor
 Agriculture Commissioner
 Air Quality Management
 Airport Land Use Commission
 California Highway Patrol
 CALFIRE - Resource Management

Department of Fish and Wildlife
 CALTRANS
 RWQCB
 State Clearinghouse
 County Water Agency
 Russian River Flood Control
 US Fish & Wildlife Service
 Army Corps of Engineers
 LAFCO
 Mendocino Transit Authority

County Addresser- Russ Ford
 Ukiah Valley Sanitation District
 Willow Water District
 Ukiah Valley Fire District
 Ukiah City Planning Department
 Ukiah Unified School District
 Cloverdale Rancheria
 Redwood Valley Rancheria
 Sherwood Valley Band of Pomo Indians

Mendocino County
 DEC 01 2020
 Planning & Building Services

CASE#: S_2020-0001
DATE FILED: 7/23/2020
OWNER: RANCHO YOKAYO LP
APPLICANT: GUILLON INC.

REQUEST: Subdivision Modification of previously approved Subdivision S 3-2005 and its associated Development Agreement. The proposed Subdivision Modification consists of a vesting tentative map to subdivide 48.8± acres into 171 residential parcels. The project proposes 132 single-family parcels ranging in size from 3,500 square-feet to 18,008 square-feet and 39 age-restricted senior housing parcels ranging in size from 3,110 square-feet to 12,473 square-feet. The request also includes a Modification to the Development Agreement previously recorded. The project proposes 2.82 acres of park land and open space, which is divided between a linear park, a neighborhood park, a shared landscape area and a water detention basin. Exceptions to the Division of Land Regulations and County Zoning Ordinance are requested for minimum lot size and building setbacks, consistent with State Density Bonus law.

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ENVIRONMENTAL DETERMINATION: Previous Environmental Impact Report (SCH No. 2007052006)

SUPERVISORIAL DISTRICT: 5

STAFF PLANNER: JULIA ACKER

RESPONSE DUE DATE: December 8, 2020

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- Other comments (attach as necessary).

REVIEWED BY:

Signature *[Signature]* Department Agriculture / Wm Date 11/25/2020



COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES
 860 NORTH BUSH STREET • UKIAH • CALIFORNIA • 95482
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ATTACHMENT 8
 BRENT SCHULTZ, DIRECTOR
 TELEPHONE: 707-234-6650
 FAX: 707-463-5709
 FB PHONE: 707-964-5379
 FB FAX: 707-961-2427
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 www.mendocinocounty.org/pbs

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NOV 24 2020

MENDOCINO COUNTY
 ASSESSOR'S OFFICE

Me

NOV 30 2020

Planning & Building Services

CASE#: S_2020-0001
DATE FILED: 7/23/2020
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SUPERVISORIAL DISTRICT: 5

STAFF PLANNER: JULIA ACKER

RESPONSE DUE DATE: December 8, 2020

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REVIEWED BY:

Signature

Department Assessor

Date 11/24/2020



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SUPERVISORIAL DISTRICT: 5

STAFF PLANNER: JULIA ACKER

RESPONSE DUE DATE: December 8, 2020

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- Other comments (attach as necessary).

Building setbacks will apply to any new property line
ADJUSTMENTS.

REVIEWED BY: LEE WOODMAN

Signature [Signature]

Department Building

Date 12/2/20

TIME RECEIVED
December 1, 2020 at 12:39:55 PM PST

REMOTE CSID

DURATION
45

PAGES
1

STATUS **ATTACHMENT 8**
Received

DEC/01/2020/TUE 01:02 PM

FAX No.

P. 001/001



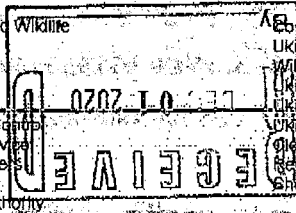
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REVIEWED BY:

Signature

Department CA. HIGHWAY PATROL Date 12/01/2020



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 MENDOCINO COUNTY
 ENVIRONMENTAL HEALTH

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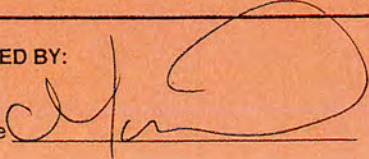
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EH recommends approval, with updated water & sewer connection letter.

REVIEWED BY:

Signature 

Department EH

Date 12/7/2020



COUNTY OF MENDOCINO
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DEC 11 2020

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REVIEWED BY:

Signature

Department

Date

12/8/2020

From: "Korhummel, Rhiannon@Wildlife" <Rhiannon.Korhummel@Wildlife.ca.gov>
To: Julia Acker <ackerj@mendocinocounty.org>
CC: "Garrison, Jennifer@Wildlife" <jennifer.Garrison@wildlife.ca.gov>
Date: 12/8/2020 9:58 AM
Subject: S 2020-0001 Rancho Yokayo

Hello Julia

Thank you for the referral and the opportunity for CDFW to comment on S 2020-0001. We offer the following informal comments and recommendations on this Project in our role as a Trustee and Responsible Agency under the California Environmental Quality Act (CEQA; California Public Resource Code section 21000 et seq.). These comments are intended to help the Lead Agency in making informed decisions early in the review process.

Based on our conversation on December 4th, it is CDFW's understanding that the project proponent will be updating biological information and and conducting a CEQA analysis on impacts. CDFW is interested in providing formal comments after review of the updated biological assessments and CEQA documents.

Please notify CDFW when the updated documents become available.

Thanks,
Rhiannon Korhummel
Environmental Scientist
Coastal Conservation Planning
California Department of Fish and Wildlife
32330 North Harbor Drive
Fort Bragg, CA 95437
Cell (707) 799-7106
rhiannon.korhummel@Wildlife.ca.gov

From: "Korhummel, Rhiannon@Wildlife" <Rhiannon.Korhummel@Wildlife.ca.gov>
To: Linda Ruffing <linda@nccplanning.com>
CC: Julia Acker <ackerj@mendocinocounty.org>, Nash Gonzalez <gonzalezn@mendocinocounty.org>, Steve Dunicliff <dunnicks@mendocinocounty.org>, Jake Morley <jake@guilloninc.com>, "Garrison,Jennifer@Wildlife" <jennifer.garrison@wildlife.ca.gov>, "Olson,Jennifer@Wildlife" <Jennifer.Olson@wildlife.ca.gov>
Date: 3/17/2021 9:29 AM
Subject: RE: Referral S 2020-001 (Bella Vista Subdivision)

Hi Linda,

Thank you for the referral and the opportunity for the California Department of Fish and Wildlife (CDFW) to comment on S 2020-0001 Bella Vista Subdivision Project (Project). CDFW offers the following informal comments and recommendations on this Project in our role as a Trustee Agency pursuant to California Environmental Quality Act (CEQA; California Public Resource Code section 21000 *et seq.*). These comments are intended to help the Lead Agency in making informed decisions early in the review process.

The Project includes the development of a 171 lot multi-generational subdivision, which includes 2.82 acres of park land and open space and seeks to provide quality homes for multiple generations and create an active neighborhood that invites families and aging populations to live near one another.

The Environmental Impact Report (EIR) was certified by Mendocino County Board of Supervisors in 2009, however, Project activities have not yet been initiated and changes to the Project are proposed. As such, changes in presence, extent and/or impacts to sensitive biological resources may have changed. An updated biological report has been provided to CDFW to review. The purpose of the 2021 biological report is to determine whether the modifications in the Bella Vista Project, as compared to the previously approved Project, would result in the need for subsequent CEQA review. An additional purpose of the biological report is to provide an up-to-date assessment of biological resources present within the 48.8-acre Project site. Based on the information provided, CDFW is unable to determine whether potentially significant impacts may occur as a result of proposed Project activities, and whether a subsequent EIR or a supplement to the EIR should be produced pursuant to CEQA Guidelines Section 15162. CDFW has outlined some of the questions and information requests that would allow for sufficient review of the Project.

Wildlife, Natural Communities

The February 2021 biological report summary section states the Project will require formal consultation with NOAA fisheries and requirement for an Incidental Take Permit (ITP) for impacts to Central California Coast steelhead trout (*Oncorhynchus mykiss irideus*), yet also states no impacts are expected through mitigation measures. The report also states North American porcupine (*Erethizon dorsatum*) is a federally-listed species, however it is neither federally or state-listed. Additionally, the section states the Project may adversely affect western bumble bee (*Bombus occidentalis*), yet Table 3 states habitat for this species is not present. These discrepancies make it difficult for CDFW to review the Project.

Based on information provided in the 2021 biological report, habitat for several sensitive wildlife species is determined as present within the Project area. For example, the wildflower fields are determined to provide foraging habitat for bees, including the sensitive species obscure bumble bee (*Bombus caliginosus*). These wildflower fields are likely also foraging habitat for western bumblebee as well; however, the document does not provide an analysis of potential impacts to these species or propose avoidance or minimization measures. Potentially significant impacts to sensitive species must be considered under CEQA.

Additionally, there are discrepancies between the vegetation map and natural communities described in Section 3 in the biological report. For example, the vegetation map shows a type called "scrub," however there is no description of that vegetation. Also, the report identifies "herbaceous wetland communities" and "wildflower field" as a vegetation type, however there is no description or location provided. As mentioned above, these discrepancies make it difficult for CDFW to review the Project, because presence and potential impacts to Sensitive Natural Communities (SNC) cannot be determined from the information provided.

The 2021 biological report identifies three Sensitive Natural Communities in Section 3.1, each within valley oak (*Quercus lobata*) or black oak (*Quercus kelloggii*) alliances. Impacts to these oak communities is addressed in Section 4.2 by deferring impact assessment prior to start of construction, as described in the Project description. Consequently, CDFW cannot assess the potential significance of the loss of oaks and oak woodlands from this Project, as the loss is not adequately described and analyzed. While the 2009 EIR contains a mitigation measure to address loss of 25 oak trees, current potential impacts to oaks and oak woodlands are not described.

CDFW Recommendation 1: The biological report should be updated with current and consistent information on species present, and accurate listing status of each. The Project should evaluate and disclose any impacts to Sensitive Natural Communities and sensitive species. If these impacts are potentially significant, the Project should propose appropriate avoidance or mitigation measures. If the proposed Project would result in potentially significant impacts that were not evaluated or disclosed in the EIR, a subsequent or supplemental EIR should be circulated pursuant to CEQA Guidelines Section 15162.

CDFW Recommendation 2: Information provided for natural communities in the biological report should follow [Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities](#). Every natural community should be identified to a level (i.e., alliance or association) sufficient to determine sensitivity. The biological report should include a description of each natural community type, which includes relative cover of each of the dominant, co-dominant, and/or characteristic plant species used to determine the natural communities. A vegetation map should be produced which shows location and extent of each natural community.

CDFW Recommendation 3: The biological report states the wildflower fields are foraging habitat for bees. The wildflower fields should be mapped, and impacts should be evaluated to determine whether loss of the wildflower fields is a significant impact to sensitive bumblebee species. Avoidance of wildflower fields should be considered to reduce impacts to loss of sensitive bumblebee habitat.

CDFW Recommendation 4: The area of woodland in the western portion of the parcel that is not proposed to be developed should be incorporated into Open Space Zoning, per the Mendocino County Inland Zoning Code or otherwise guaranteed to be avoided by development through deed restriction or conservation easement to mitigate impacts to wildlife resources identified in the 2006 biological report.

Birds

Good Neighbor Practice item #2 addresses impacts to nesting birds. However, to mitigate impacts to less than significant and to enable the Project to comply with California Fish and Game Code Section 3503 and 3503.5, CDFW recommends the following language as a condition of approval for the Project:

CDFW Recommendation 5: The Good Neighbor Practice item should be stated as follows:

"Nesting or attempted nesting by resident or migratory birds within and near the Project area is anticipated to occur between, but is not limited to, February 1 and September 1. The Permittee shall protect migratory birds, active nests, and their eggs as specified by Fish and Game Code sections 3503 and 3513. Removal of nesting habitat from the work area shall only take place between September 1 and January 31 to avoid impacts to nesting birds. If removal of nesting habitat is required during the nesting season, a nesting bird survey shall be conducted by a qualified biologist no more than five (5) calendar days prior to disturbance. If an active nest is located, the biologist will coordinate with CDFW to establish appropriate buffers and any monitoring requirements. Removal of existing vegetation shall not exceed the minimum necessary to complete operations."

Wetlands

Section 4.1 of the 2021 biological report states a small man-made ditch south of lots 29 through 31, extending along "South Road" was not identified or addressed in the EIR. Photographs show several native and typical riparian species present within the ditch, including blue elderberry (*Sambucus nigra*) and California grape (*Vitis californica*) and is mapped as riparian and described as elderberry stands (*Sambucus nigra* Shrubland Alliance). This alliance has been lumped into a new alliance as an association, as shown on the most recent (September 9, 2020) CDFW Natural Communities list. However, the association is considered a SNC, indicated by the "Y" rank. The ditch supports native species and is classified as an SNC and riparian and should be provided protection from impacts of development.

CDFW Recommendation 6: While the feature itself appears to be located on the adjacent parcel, a 50-foot buffer should be observed from the outer edge of the riparian vegetation or top of bank (TOB), whichever is closest to the Project site.

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Photographs provided in the 2021 biological report show abundant areas of the obligate wetland plant Douglas meadowfoam (*Limnanthes douglasii*), scattered throughout the vineyard. Mention of other obligate wetland plants are mentioned occurring with the meadowfoam, however only one sample point was taken in a patch of Douglas meadowfoam wherein which both the indicators of hydrophytic vegetation and hydric soils were observed. No indicator of wetland hydrology was observed; however, wetland data forms state a drought year; this may have precluded indicator of hydrology. As the Project site is relatively large, and there is an abundance of an obligate wetland species throughout, additional information is needed to determine whether that additional wetlands are present.

CDFW Recommendation 7: The wetland assessment should be supplemented with additional investigation of the vegetation, soils, and hydrology within the Project site, specifically within areas where hydrophytic vegetation is dominant. Data should include paired points within and outside wetlands to indicate where the edge of wetlands is roughly located.

Oak Woodlands

The Biological Resources section of the draft EIR states the most significant biotic resource in the Project area is the grove of white oaks (*Quercus garryana*) in the northwest corner. The grove included 24 oaks, including 14 "very large, very old heritage oaks, most of which attain at least 50+ feet in height and have a huge, majestic canopy spread," and are likely remnant of once extensive riparian woodland. Additionally, Section 4.2 of the 2021 biological report states a fuel break had been implemented along the northwest corner of the property, with implication it was a recent disturbance. The January 12, 2020 Project Description states prior to any native vegetation removal and once the Project design is finalized, a survey of impacts to true oaks (*Quercus* spp.) across the entire Project area will be conducted to assess extent of oak trees that have the potential to be impacted. Additionally, the Project description states that should any qualifying oak tree be impacted, measures in the Mendocino DRAFT Oak Tree and Oak Woodland Protection Ordinance will be incorporated into the Project through an Oak Mitigation and Tree Protection Plan. The Oak Mitigation and Tree Protection Plan (Oak MMP) provided consists of three items: Tree Count, Mitigation for Removals, and Tree Protection Zones during Construction. CDFW has several concerns with the Oak MMP, including using the term "should" or "will" and not "shall," which makes the actions not enforceable.

CDFW Recommendation 8: All oaks should be avoided to the greatest extent feasible. If impacts to oaks are to occur, conditions of approval or mitigation measures should include an Oak MMP as offered in the Good Neighbor Policies and outlined below.

CDFW Recommendation 9: The Oak MMP should incorporate the following items, which should be included as conditions of approval or mitigation measures for the Project, and be provided to CDFW for review and concurrence:

- Use the word "shall" in place of "should" or "will"
- Incorporate the following replacement ratios for trees to be removed:
 - 5 to 11-inch dbh: 6:1
 - 12 to 18 dbh: 8:1
 - 18+ dbh: 10:1
- Incorporate the following information so that mitigation activities can be determined successful:
 - The Oak MMP shall identify oak species included in the inventory and number of each species for each dbh category. The Oak MMP shall identify performance standard for replanting stock (i.e., size of saplings to be planted for each dbh category, species composition, source of trees). To the extent feasible, mitigation shall be on-site to recreate and eventually re-establish oaks and oak woodland habitat lost by the implementation of the proposed Project. Replanted trees shall be planted in areas deemed appropriate by the Oak MMP, considering the locations of the areas proposed for development. Trees planted shall be protected from disturbance using split rail or "state-park" style fencing to ensure encroachment into areas to be protected are limited.
 - If on-site mitigation is not feasible, the Applicant shall propose and receive approval from the County of Mendocino Department of Planning and Building Services (PBS) for the location of off-site mitigation. The following information shall be provided for off-site mitigation:
 - Location
 - Responsible Parties
 - Timeframe of mitigation activities.
 - Location of off-site mitigation shall be approved by PBS prior to issuance of Project permits. Approval of the location shall describe how the location is appropriate to support oak woodland mitigation activities and continuance of those activities/plantings including long-term management, performance criteria monitoring, reporting, and the mechanism to protect and manage the mitigation in perpetuity.
 - Replanted oak trees shall be maintained for five years and after at least two consecutive years without irrigation or other major human intervention after they are planted. If any of the replanted oak trees die or become diseased, they shall be replaced and maintained as described above for three years after the new oak trees are planted.
 - The Oak MMP shall include a monitoring plan that includes identification of a watering system, a 10-year Monitoring and Reporting Schedule with monitoring occurring in years 1, 2, 3, 5, 7, and 10, and reporting requirements to ensure the success of the newly planted oak trees on the subject property
- The Oak MMP shall identify natural recruitment areas, if any, to be established in areas where no development is proposed. Natural recruitment areas shall be identified on the final development plans and where intrusion by people will be discouraged from encroaching. Split-rail or "state-park fencing" shall be used to discourage encroachment. Natural recruitment may satisfy a portion of the requirement for the replacement of oak trees to be removed, if it can be demonstrated in the Oak MMP that the natural recruitment area will be as successful, if not more successful, as the planting of new oak trees at re-establishing oak woodland habitat.
- The Tree Protection Zone should be, at a minimum, along the edge tree dripline.

Riparian Avoidance Measures

Mitigation measure 3.2-D.2 of the EIR required removal of lots 122 through 125 (formerly lots 21, 22, and 197) from the Project. These lots contain riparian vegetation as shown in the 2021 biological report vegetation map and contain land within the 100-year flood plain of the creek, as shown in 2020 site plans. Additionally, in recommendations provided by CDFW in 2007, a minimum 100-foot buffer along the reaches of Cleland creek was recommended. However, lots 122 through 125 are included within the 2020 site plans as lots for development, despite the EIR requiring removal and CDFW recommending setbacks.

In review of the provided documents there is a discrepancy in mitigation measures for impact 3.2-D. In the Exhibit F, Mitigation Measures Monitoring Program included in the updated biological documents, mitigation measure 3.2-D.2 is not included. However, the measure is included within the Biological Resources Section and Table 4 of the Draft EIR and Exhibit 1 (Mitigation Monitoring and Reporting Program) of the Final EIR. This discrepancy is concerning, but likely an accidental oversight as the measure is referenced in other mitigation measures.

Information provided in the biological reports state Cleland Mountain creek contains federally threatened Central California Coast steelhead (*Oncorhynchus mykiss irideus*) and is suitable habitat for an array of sensitive wildlife, including state SSC foothill yellow-legged frog (*Rana boylei*), red-bellied newt (*Taricha rivularis*), and western pond turtle (*Emys marmorata*). A Riparian Restoration Plan (Plan) is included in the Project to restore areas of previously cleared riparian vegetation within lots 122 through 125. This Plan is also the only biological mitigation measure in the 2009 EIR to reduce potentially significant biological impacts to less than significant.

CDFW Recommendation 10: The Project should incorporate mitigation measure 3.2-D.2 of the Final EIR Mitigation and Monitoring Reporting Program and remove lots 122 through 125 from the proposed plans.

CDFW Recommendation 11: The area within the Riparian Restoration Plan (Plan) should be restored to mitigate for the removal of riparian vegetation within that area and provide mitigation for impacts identified in the 2009 EIR. No future development which would degrade the restored riparian vegetation or stream should occur in the area.

CDFW Recommendation 12: A 100-foot buffer from the edge of riparian along Cleland Mountain creek should be included in the Project. No development which would degrade the riparian vegetation or stream or impede wildlife connectivity should occur within this buffer.

Mitigation measure 3.3-A states CDFW shall review and approve the Plan; however, CDFW was not provided the plan for review and approval. As drafted, the Plan is not sufficient to adequately restore and protect the impacted riparian vegetation.

ATTACHMENT 8

CDFW Recommendation 13: The Plan should be provided to CDFW for review, in addition to this review, for a thorough assessment which will allow for quality recommendations to promote successful restoration efforts. CDFW will work with the County and/or Project consultants to draft a Plan which will ensure appropriate restoration to the area of riparian vegetation removal.

The 2020 site plans show a proposed 15-foot-wide water main easement between Lots 124 and 122 which is to be used to connect to the 12" water main which will be installed. The plans seem to indicate that the water main will need to cross Cleland Mountain creek; however, this part of the Project is not described and not analyzed for impacts.

CDFW Recommendation 14: If the water main is to be constructed across Cleland Mountain creek as part of this Project, Project description and impacts should be disclosed and analyzed through CEQA. A Lake and Streambed Alteration Agreement from CDFW will be necessary to perform the work.

I am available for questions until March 30th as I will be leaving CDFW. Following that date, please reach out to Senior Environmental Scientist Jennifer Garrison.

Thanks,
Rhiannon Korhummel
Environmental Scientist
Coastal Conservation Planning
California Department of Fish and Wildlife
32330 North Harbor Drive
Fort Bragg, CA 95437
Cell (707) 799-7106
rhiannon.korhummel@Wildlife.ca.gov

From: Linda Ruffing <linda@nccplanning.com>
Sent: Tuesday, February 23, 2021 12:37 PM
To: Korhummel, Rhiannon@Wildlife <Rhiannon.Korhummel@Wildlife.ca.gov>
Cc: Julia Acker <ackerj@mendocinocounty.org>; Nash Gonzalez <gonzalezn@mendocinocounty.org>; Steve Dunnycliff <dunnicl@s@mendocinocounty.org>; Jake Morley <jake@guilloninc.com>
Subject: Referral S 2020-001 (Bella Vista Subdivision)

Warning: This email originated from outside of CDFW and should be treated with extra caution.

Hello Ms. Korhummel:

I am providing assistance to the Mendocino County Dept of Planning & Building for the processing of the Bella Vista subdivision entitlements.

The County sent a referral for the Bella Vista project to CDFW on November 24, 2020. In a subsequent conversation with Assistant Director Julia Acker (as documented in a December 8, 2020 email from you to Julia), you indicated that CDFW would provide formal comments upon receipt of the updated Biological Assessment and CEQA documents. I am attaching to this email a copy of the updated Biological Assessment (NCRM, February 22, 2021).

The County would appreciate CDFW's early review and comments on the Biological Assessment to assist the County in making a determination regarding the appropriate level of CEQA review for this project and the scope of that environmental review. As you may know, a project EIR was certified for a fully entitled subdivision on the subject property (known as the Gardens Gate subdivision). The County expects to tier the CEQA review for the Bella Vista project off of the Gardens Gate EIR and to either prepare an EIR Addendum or a Supplemental EIR for the Bella Vista subdivision.

The County would appreciate receiving comments from CDFW by Wednesday, March 17, 2021. If you have questions or would like to discuss this request, the Bella Vista project, or the Biological Assessment, please feel free to give me a call any time. Thank you very much for your assistance.

Linda Ruffing
North Coast Community Planning
707.272.2343
linda@nccplanning.com

DEPARTMENT OF TRANSPORTATION

DISTRICT 1
P O BOX 3700
EUREKA, CA 95502-3700
PHONE (707) 441-4540
FAX (707) 441-6314
TTY 711
www.dot.ca.gov/dist1



Making Conservation
a California Way of Life.

December 8, 2020

Julia Acker
Mendocino County Planner
Mendocino County Department of Planning
860 N. Bush Street
Ukiah, CA 95482

1-MEN-101-21.75
Bella Vista Residential Subdivision
S-2020-0001

Dear Ms. Acker:

Thank you for the opportunity to comment on the Subdivision Modification for the previously approved Subdivision (S-3-2005) and its associated Development Agreement. The proposed Subdivision Modification consists of a vesting tentative map to subdivide +/- 48.8-acres into 171 residential parcels. The project would introduce 132 single-family parcels, 39 age-restricted parcels, parklands, and Class I bike paths.

The proposal was previously known as the Garden's Gate and Caltrans commented on the Notice of Preparation (NOP, 2007) and the Draft Environmental Impact Report (DEIR, 2008) respectively. This current Subdivision Modification seeks to revise that project.

The proposed subdivision is located approximately 0.45-miles south of the City of Ukiah city limits. It is adjacent to South State Street, immediately south of its intersection with Gobalet Lane. South State Street connects to the on- and off-ramps of US Highway 101 and the junction of State Route 253 just south of the project (1-MEN-101-21.75). We have the following comments as this project moves forward:

Senate Bill 743

Senate Bill 743 (SB 743) was approved in 2013, incorporated into the State's CEQA Guidelines in 2018, and statewide implementation occurred on July 1, 2020. SB 743 intends to "more appropriately balance the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of greenhouse gas emissions" (SB 743).

SB 743 has outlined new metrics for identifying and mitigating transportation impacts within CEQA.

Ms. Julia Acker
 December 8, 2020
 Page 2

Transportation Impact Study

- For this project, we request a Transportation Impact Study (TIS) be prepared that evaluates all intersections of South State Street with US Highway 101 and State Route 253.
 - The TIS should meet, or exceed, the minimum provided in the new Caltrans guidance, "Vehicle Miles Traveled Focused Transportation Impact Study Guide." This document can be found on our website at: <https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/sb-743/2020-05-20-approved-vmt-focused-tisg-all1y.pdf>
- The Study should include a Vehicle Miles Traveled (VMT) analysis that is consistent with the guidance from Caltrans and the Mendocino Council of Governments (MCOG), which evaluates per capita VMT relative to the VMT level of significance recently established by Mendocino County.
 - Please refer to the *Senate Bill 743 Vehicle Miles Traveled Regional Baseline Study* (May 20, 2020) and the *SB 743 VMT Screening Tool* prepared for MCOG: (https://devapps.fehrandpeers.com/MCOG_VMT_Screening/)
- SB 743 encourages high-density, infill projects that promote active transportation and include transit-oriented development. Caltrans recommends consideration of non-motorized improvements adjacent to the project in order to provide bicycle access and ADA-compliant pedestrian connectivity to nearby transit stops and local goods and services.

The project is consistent with the Mendocino County Regional Housing Needs Analysis (RHNA) Plan (MCOG, 2018), which outlines a significant need for additional housing in Mendocino County and the City of Ukiah.

We look forward to working with the County of Mendocino as this project moves forward. Please feel free to contact me with any questions about the comments outlined in this letter or for further assistance: tatiana.ahlstrand@dot.ca.gov.

Sincerely,

Tatiana Ahlstrand

TATIANA AHLSTRAND
 Associate Transportation Planner

CC: Nephela Barrett, Mendocino Council of Governments

From: "Ahlstrand, Tatiana L@DOT" <tatiana.ahlstrand@dot.ca.gov>
To: Linda Ruffing <linda@nccplanning.com>
CC: Julia Acker <ackerj@mendocinocounty.org>, Nash Gonzalez <gonzalezn@mendocinocounty.org>, Jake Morley <jake@guilloninc.com>, "Jackman,Rex A@DOT" <rex.jackman@dot.ca.gov>
Date: 4/2/2021 1:10 PM
Subject: RE: Bella Vista Residential Subdivision S-2020-001

Hello Linda and All,

Thank you for the opportunity to comment on the Bella Vista Housing Subdivision Traffic Impact Study (TIS). We have reviewed the document and have no additional comments on the project at this time. We look forward to working with the County as this project moves forward. Please feel free to contact me with any questions.

Thank you,

Tatiana Ahlstrand
Transportation Planning
Caltrans District 1 – Eureka
(707) 684-6884
tatiana.ahlstrand@dot.ca.gov

From: Linda Ruffing <linda@nccplanning.com>
Sent: Tuesday, March 16, 2021 4:05 PM
To: Ahlstrand, Tatiana L@DOT <tatiana.ahlstrand@dot.ca.gov>
Cc: Julia Acker <ackerj@mendocinocounty.org>; Nash Gonzalez <gonzalezn@mendocinocounty.org>; Jake Morley <jake@guilloninc.com>
Subject: Bella Vista Residential Subdivision S-2020-001

EXTERNAL EMAIL. Links/attachments may not be safe.

Hello Ms. Ahlstrand-

I am a planning consultant working under contract to the Mendocino County Department of Planning & Building Services to expedite the processing of a modification to the approved Gardens Gate Subdivision (now known as the Bella Vista Subdivision). I am attaching a Transportation Impact Study (TIS) which addresses the impacts of the proposed Subdivision Modification. The TIS was prepared by WTrans in response to your December 8, 2020 letter on the project referral.

We welcome your review and comments. It would be very much appreciated if you could provide comments by April 2, 2021. Please feel free to call me if you have questions or would like additional information regarding the project application. Thank you.

Linda Ruffing
North Coast Community Planning
707.272.2343
linda@nccplanning.com

Jesse Davis - Fwd: Comments Bella Vista Subdivision Case # S_2020-0001

From: James Feenan
To: Jesse Davis; Julia Acker
Date: 12/28/2020 7:40 AM
Subject: Fwd: Comments Bella Vista Subdivision Case # S_2020-0001

James F. Feenan

Commission Services Supervisor
Mendocino County Planning & Building Services
860 North Bush Street, Ukiah CA 95482
My Direct Line: [\(707\) 234-6664](tel:(707)234-6664)
Main Line: [\(707\) 234-6650](tel:(707)234-6650)
Fax: [\(707\) 463-5709](tel:(707)463-5709)
feenanj@mendocinocounty.org
<http://www.mendocinocounty.org/government/PBS>

>>> PBS PBS 12/23/2020 7:27 AM >>>

Planning & Building Services Staff

County of Mendocino
Main Office:
860 N. Bush St, Ukiah CA 95482
Phone: [\(707\) 234-6650](tel:(707)234-6650)
Coast Office:
120 W. Fir St, Fort Bragg CA 95437
Phone: [\(707\) 964-5379](tel:(707)964-5379)
Web: www.co.mendocino.ca.us/planning/

>>> "Uma Hinman" <eo@mendolafco.org> 12/22/2020 5:01 PM >>>

Ms. Acker,

Thank you for the opportunity to review and comment on proposed modification to the 2006 approved Garden Gate Subdivision (#S 3-2005) for the Bella Vista Subdivision (Case#: S_2020-0001) project.

As background, LAFCo's objectives are to:

ATTACHMENT 8

- Encourage the orderly formation of local government agencies and promote the efficient provision of public services
- Preserve agricultural land and open-space resources
- Promote orderly growth and discourage urban sprawl

The project site is currently located within the jurisdictional boundaries of the Ukiah Valley Sanitation District and the Willow County Water District and each agency has issued Will Serve letters for the proposed development. Therefore, it appears that there is no LAFCo action necessary to establish municipal service delivery for the site.

The project site is located within Prime, Unique, and Grazing Farmland Classifications and appears to contain vineyards. In general, LAFCo supports the preservation of Prime Farmland and the proposed project modification would continue to result in the conversion of on-site agricultural lands and operations and may impact the viability of adjacent agricultural lands and operations.

Uma Hinman, Executive Officer

Mendocino Local Agency Formation Commission

200 S. School Street, Ukiah, CA 95482

Office: [\(707\) 463-4470](tel:7074634470)

Cell: [\(916\) 813-0818](tel:9168130818)

www.mendolafco.org



COUNTY OF MENDOCINO
DEPARTMENT OF PLANNING AND BUILDING SERVICES
860 NORTH BUSH STREET • UKIAH • CALIFORNIA • 95482
120 WEST FIR STREET • FT. BRAGG • CALIFORNIA • 95437

BRENT SCHULTZ, DIRECTOR
TELEPHONE: 707-234-6650
FAX: 707-463-5709
FB PHONE: 707-964-5379
FB FAX: 707-961-2427
pbs@mendocinocounty.org
www.mendocinocounty.org/pbs

November 24, 2020

Department of Transportation
Environmental Health - Ukiah/Fort Bragg
Building Inspection - Ukiah
Emergency Services
Assessor
Agriculture Commissioner
Air Quality Management
Airport Land Use Commission
California Highway Patrol
CALFIRE - Resource Management

Department of Fish and Wildlife
CALTRANS
RWQCB
State Clearinghouse
County Water Agency
Russian River Flood Control
US Fish & Wildlife Service
Army Corps of Engineers
LAFCO
Mendocino Transit Authority

County Addresser- Russ Ford
Ukiah Valley Sanitation District
Willow Water District
Ukiah Valley Fire District
Ukiah City Planning Department
Ukiah Unified School District
Cloverdale Rancheria
Redwood Valley Rancheria
Sherwood Valley Band of Pomo Indians

CASE#: S_2020-0001
DATE FILED: 7/23/2020
OWNER: RANCHO YOKAYO LP
APPLICANT: GUILLON INC.

REQUEST: Subdivision Modification of previously approved Subdivision S 3-2005 and its associated Development Agreement. The proposed Subdivision Modification consists of a vesting tentative map to subdivide 48.8± acres into 171 residential parcels. The project proposes 132 single-family parcels ranging in size from 3,500 square-feet to 18,008 square-feet and 39 age-restricted senior housing parcels ranging in size from 3,110 square-feet to 12,473 square-feet. The request also includes a Modification to the Development Agreement previously recorded. The project proposes 2.82 acres of park land and open space, which is divided between a linear park, a neighborhood park, a shared landscape area and a water detention basin. Exceptions to the Division of Land Regulations and County Zoning Ordinance are requested for minimum lot size and building setbacks, consistent with State Density Bonus law.

LOCATION: 2± miles south of the City of Ukiah, lying on the west side of South State Street (CR# 104A), immediately south of its intersection with Gobalet Lane (Private) addressed at 3000 South State Street; APNs 184-110-28, 184-110-29, 184-120-21 & 184-120-01.

ENVIRONMENTAL DETERMINATION: Previous Environmental Impact Report (SCH No. 2007052006)

SUPERVISORIAL DISTRICT: 5

STAFF PLANNER: JULIA ACKER

RESPONSE DUE DATE: December 8, 2020

PROJECT INFORMATION CAN BE FOUND AT:

https://www.mendocinocounty.org/government/planning-building-services/public-agency-referrals

Mendocino County Planning & Building Services is soliciting your input, which will be used in staff analysis and forwarded to the appropriate public hearing. You are invited to comment on any aspect of the proposed project(s). Please convey any requirements or conditions your agency requires for project compliance to the project coordinator at the above address, or submit your comments by email to pbs@mendocinocounty.org. Please note the case number and name of the project coordinator with all correspondence to this department.

We have reviewed the above application and recommend the following (please check one):

- No comment at this time.
[X] Recommend conditional approval (attached).
Applicant to submit additional information (attach items needed, or contact the applicant directly, copying Planning and Building Services in any correspondence you may have with the applicant)
Recommend denial (Attach reasons for recommending denial).
Recommend preparation of an Environmental Impact Report (attach reasons why an EIR should be required).
[X] Other comments (attach as necessary).

RECEIVED
Mendocino County

NOV 25 2020

Department of
Transportation

REVIEWED BY:

Signature Alexander Lopez

Department Transportation

Date

Howard N. Dashiell
DIRECTOR OF TRANSPORTATION

Road Commissioner
County Engineer, RCE 42001
County Surveyor, PLS 7148



FUNCTIONS

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Airports
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Landfills

**COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION**

340 LAKE MENDOCINO DRIVE
UKIAH, CALIFORNIA 95482-9432
VOICE (707) 463-4363 FAX (707) 463-5474

December 15, 2020

TO: Julia Acker, Planner
Department of Planning and Building Services

FROM: Alexander Sequeira, Engineer I
Department of Transportation

SUBJECT: MAJOR SUBDIVISION NO. S_2020-0001 (GUILLON INC.)

In response to your request dated November 24, 2020, and pursuant to provisions in Sections 17-07 and 17-10 of the County Division of Land Regulations, we have examined the application for the above referenced major subdivision and offer the following comments for your consideration:

1. The subdivider proposes a major subdivision (modification of S 3-2005) with vesting tentative map to create 171 residential parcels. The project proposes 7 phases of development for 132 single-family parcels ranging in size of 3,500± square feet to 18,088± square feet, 2 phases of development for 39 age-restricted senior housing parcels ranging in size of 3,110± square feet to 12,473± square feet, and 2.82± acres for park/common use in the development of a residential community; 2± miles south of Ukiah city center, lying on the west side of South State Street (CR 104A), immediately south of its intersection with Gobalet Lane (Private) addressed at 3000 South State Street, Ukiah (APN: 184-110-28, 184-110-29, 184-120-21 and 184-120-01).
2. The application package we received includes a vesting tentative map, application, preliminary report, and accompanying documents: a Geotechnical Feasibility Study dated May 10, 2005, prepared by RGH Consultants, Inc. and updated on April 22, 2020 as prepared by LACO Associates. Pursuant to Section 17-41(D) of the County Division of Land Regulations, the subdivider must also provide the following documents: a copy of any condition or any restrictive reservations or covenants existing or proposed, or a statement that none are proposed; and letters from authorized officers of Ukiah Valley Sanitation District, and PG&E indicating a willingness and ability to provide adequate service for the proposed development. In addition, Section 17-41(C)(7) of the County Division of Land Regulations requires: *“Detailed statement of improvements that are proposed to be made or installed and the time at which such improvements will be completed. Statement shall include, but not necessarily limited to the following: Street Improvements, drainage and flood control measures, water supply and distribution system, sewage disposal systems, public utilities, and fire prevention and protection measures.”* Also Section 17-41(C)(8) of the County Division of Land

Regulations requires: *“A statement from the Subdivider that the Subdivision improvements, including but not limited to streets, drainage facilities, and utilities to be made or installed can be constructed in accordance with applicable standards without encroaching upon lots or parcels not specifically designated for that purpose.”* These statements were not included in the application, and must be provided by the applicant. If these documents have already been provided by the applicant, we request that Planning staff provide us a copy.

3. Pursuant to Section 17-53(E) of the County Division of Land Regulations, “All streets shall be named and such names shall be subject to the approval of the Planning Commission.” All proposed street names shall be submitted to the Department of Transportation (DOT) for review, comment and recommendation to the Planning Commission. Serious consideration should be given to comments from applicable emergency service providers.
4. Pursuant to Section 17-41 (B) of the County Division of Land Regulations, the tentative map shall contain “...approximate curve radii of all proposed streets within the division of land.” Our standard radius for the knuckles proposed is 43’ minimum. Minimum centerline horizontal curve radii for all roads shall be 125 feet. Minimum curb return radii at all intersections shall be 25 feet. The revised tentative map should be adjusted accordingly.
5. To implement the requirements of Section 17-66 of the County Division of Land Regulations, we recommend the following condition be applied to approval of the tentative map:

All roadway and drainage improvements shall be constructed in conformance with Mendocino County Road and Development Standards, typical road sections as shown on vesting tentative map, and mitigation measures included in the Final Environmental Impact Report and improvement plans prepared by a Registered Civil engineer and approved by the Mendocino County Department of Transportation.

6. To implement the requirements of Section 17-58 of the County Division of Land Regulations, we recommend the following condition be applied to approval of the tentative map:

Subdivision improvements shall include the extension of sanitary sewer, water and public utility (gas, electricity, telephone, and cable television) services to each parcel. All utilities installed within the subdivision shall be placed underground. Street lighting shall also be installed, and all luminaries shall be downward shielded.

Maintenance of street lighting facilities should be provided through the covenants, conditions and restrictions (CC&Rs).

7. Adequate subdivision roads are necessary to provide access to the lots being created by the proposed subdivision. To establish road improvement standards, we recommend the following condition be applied to approval of the tentative map:

a. Public Roads

Subdivision roads to be accepted into the County Road System shall be designed and

constructed in accordance with procedures prescribed in the County Division of Land Regulations, and the following design standards:

Minimum Right of Way Width	50 Feet
Minimum Street Width (curb to curb)	36 Feet
Minimum Radius of Curb Return	25 Feet
Minimum Radius of Right of Way at Knuckle	50 Feet
Minimum Street Radius at Knuckle (to face of curb)	43 Feet
Minimum Radius Curb Return at Cul-de-Sac	40 Feet
Maximum Grade	16 Percent
Minimum Grade	0.5 Percent
Minimum Traffic Index	6.5
Minimum Thickness of Asphalt Concrete Surfacing	3 Inches

Street improvements shall include concrete curb and gutter and minimum 5 foot wide concrete sidewalks on both sides. A minimum 5 foot wide public utility and sidewalk easement shall be provided on both sides of the road. Subdivision roads shall be offered for dedication and accepted into the County Maintained Road System.

b. Proposed Private Roads

Pursuant to Section 17-54 (A) of the County Division of Land Regulations, No private roads shall be permitted in any parcel subdivision or major subdivision except where the Planning Commission determines that a private street system will adequately serve the proposed subdivision, will not be a substantial detriment to the adjoining properties, and will not disrupt or prevent the establishment of an orderly street pattern within the area of Subdivision.

If private roads are permitted by Planning Commission, pursuant to Section 17-54 (B) of the County Division of Land Regulations, Country Lane, Road F, and Road G shall be improved in accordance with County of Mendocino Road and Development Standards drawing A10F Reduced Section.

A 43-foot radius turnaround shall be constructed within a 50-foot radius easement at terminus of access easement near lots 125 and 126 to the satisfaction of the Mendocino County Department of Transportation. Alternatively, subdivider, with approval from the local fire district, may construct a "Hammerhead-T" turnaround in accordance with County of Mendocino Road and Development Standards drawing A15.

8. To facilitate review of the subdivision improvement plans, we recommend the following condition be applied to the approval of the tentative map:

Subdivision improvement plans shall include cross-sections with templates at a maximum interval of 50 feet.

9. We recommend a design soils report be provided in accordance with the following condition of approval:

Subdivision improvement plans shall be accompanied by a design soils report prepared by a geotechnical engineer or qualified civil engineer and shall: identify soil conditions and geological hazards to be considered in the road design; make specific recommendations to be incorporated in the design and construction of the road; and make specific recommendations on measures required to minimize erosion during and after construction.

10. To ensure satisfactory design and construction of drainage facilities appurtenant to road improvements, we recommend the following condition be applied to approval of the tentative map:

Surface drainage facilities appurtenant to the subdivision roads shall be designed and constructed in accordance with the following minimum standards:

- a. Culverts, storm drains and detention facilities shall be designed to accommodate a 100-year storm event using all available head at the inlet; Drainage placed in closed conduits may be designed to accommodate a 10-year storm event given that sufficient additional surface routes are available to carry the added flow increment up to the 100-year storm event design discharge without flooding the traveled way and with no inundation of present or future buildings. If such surface routes cannot be made available, waterways shall be designed to carry the 100-year design discharge.**
- b. Minimum culvert and storm drain size shall be of sufficient width to allow for maintenance and replacement of drainage facilities, shall be RCP, and shall be subject to the approval of Mendocino County Department of Transportation and shall be shown on the Final Map.**
- c. Drainage easements for culverts shall have a minimum width of 10 feet;**
- d. Drainage easements for ditches shall have a minimum width of 20 feet;**
- e. Minimum allowable ditch/curb and gutter grade shall be 0.5 percent;**
- f. Special erosion control measures will be required where ditch grade exceeds 5 percent.**

Drainage improvements shall include design features as needed to adequately conduct runoff from completed phases across future phases to a satisfactory point of disposal.

11. To implement the requirements of Section 17-57(C) of the County Division of Land Regulations, we recommend the following condition be applied to approval of the tentative map:

Subdivision improvement plans shall be accompanied by a drainage report prepared by a Civil Engineer. The report shall provide hydrology and hydraulic data necessary to support the design, location and capacity of all proposed drainage facilities necessary for compliance with Mendocino County Road and Development Standards and Section 17-57(C) of the County Division of Land Regulations. This drainage report shall also include the location, capacity analysis and condition assessment of all existing drainage channels and structures receiving runoff from the subdivision.

12. Please note that any storm drainage facilities constructed outside of the County road rights-of-way would not be maintained by the Department of Transportation. To address this issue, we recommend the following condition be applied to approval of the tentative map:

Prior to recording the final map, the Subdivider shall create an organization capable, in the opinion of County Counsel, of maintaining all storm drainage facilities located outside of street rights-of-way accepted into the County Maintained Road System.

13. The proposed project would connect to South State Street, County Road 104A. Work performed within the County road right-of-way will require an encroachment permit. In conformance with provisions of the Streets and Highways Code, we recommend the following condition be applied to approval of the tentative map:

An encroachment permit issued by the Department of Transportation will be required for any work within the County road right-of-way.

14. The movement of materials and equipment for grading, and road and building construction may have impacts to the existing County road system. We recommend the following condition of approval to ensure any such problems are addressed by the Subdivider:

Damage to the County Maintained Road System attributable to hauling of material and equipment shall be repaired by the Subdivider to the satisfaction of the Director of Transportation.

15. To implement the requirements of Section 17-72 of the County Division of Land Regulations to set monuments, as well as to preserve existing monuments, we recommend the following conditions of approval:

All monuments set in connection with the survey for this subdivision shall conform with the provisions of the Land Surveyors Act of the State of California and the provisions of Section 17-72 of the County Division of Land Regulations.

Subdivider shall be responsible at Subdivider's expense to preserve street centerline, property line and corner markers, except where their destruction is unavoidable, and the Subdivider is proceeding in accordance with accepted practice and notice to the COUNTY. Lost or disturbed monuments shall be replaced at the Subdivider's expense by a professional licensed in California to practice land surveying. (see "Monuments," Section 8771, Land Surveyors Act, Division 3, Chapter 15 of the Business and Professions Code).

16. **Any additional right of way that may be needed for development of subdivision access improvements along South State Street corridor including frontage improvements, the extension of Plant Road (CR# 142), the Gobalet Lane/South State Street intersection and the Roundabout within the State Street corridor shall be dedicated to the County in fee simple and/or with all costs borne by the applicant and/or subsequent grantees.**

The above recommended conditions of approval are subject to change upon review of the requested documents and any additional information which may be provided to us. If you have any questions regarding this, please contact me at your convenience.

cc: S_2020-0001 Bella Vista Subdivision