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**DEVELOPMENT AGREEMENT
BETWEEN
CITY OF WATSONVILLE, A MUNICIPAL CORPORATION
AND
HILLCREST WATSONVILLE, LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY
FOR THE RESIDENTIAL SUBDIVISION DEVELOPMENT CURRENTLY KNOWN AS
HILLCREST
A PLANNED DEVELOPMENT RESIDENTIAL SUBDIVISION**

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THIS DEVELOPMENT AGREEMENT is made and entered into as of _____, 2022 by and between the City of Watsonville, a municipal corporation in the State of California (“**City**”), and Hillcrest Watsonville, LLC, a California limited liability company (“**Developer**”), pursuant to the authority of Article 2.5, Chapter 4, Division 1, Title 7 (Section 65864, et seq.) of the Government Code relating to Development Agreements.

RECITALS

A. Whereas, in order to strengthen the public land use planning process, to encourage private participation in the process, to reduce the economic risk of development and to reduce the waste of resources, the Legislature adopted the Development Agreement Law (Section 65864, et seq. of the Government Code);

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

C. Whereas, this Development Agreement relates to the development of approximately 13 acres of real property located at 511 Ohlone Parkway in the City of Watsonville (APN 018-372-14 & APN 018-381-01), currently known as “Hillcrest” that is more particularly described on **Exhibit A (“Property”)**, to be developed in Phases as described on the Tentative Map and Construction/Marketing Stages as defined and set forth in this Development Agreement, and in particular on **Exhibit C** and **Exhibit D**. The Project (“**Project**”) is to consist of 144 Dwelling Units (as herein defined) (equivalent to approximately 252,000 square feet) on individual residential Lots, and Common Area Parcels within the Property. The Project includes approximately 42,000 square feet of open space areas (“Environmental Management - Open Space”) and an approximately 1,500-foot extension to an existing trail system to be owned and operated by the “Homeowners Association” as herein defined. The Project also includes certain off-site improvements including an extension of Loma Vista Drive which would cross APN 018-651-33 and APN 018-661-31; a roundabout at the intersection of Ohlone Parkway and Loma Vista Drive; a portion of the Project’s site access road at an easement on APN 018-651-33; two storm drains on APN 018-583-17; an emergency access road that will cross APN 018-372-16 and APN 018-732-41; and ultimately improvements and reconfiguration of Errington Road;

D. Whereas, on June 20, 2018, the Santa Cruz County Health Services Agency reviewed and did not object to the proposed Renewed Remedial Action Plan (rev. 3) Clusters Property (County Santa Cruz), 511 Ohlone Parkway, Watsonville, CA, submitted by California Sunshine Development, LLC. for the Property’s soil remediation;

E. Whereas, on August 28, 2018, during a regularly scheduled public meeting, the City Council took the following actions with respect to Project, based on Application No. PP2017-116 by California Sunshine Development LLC, Developer’s predecessor in interest, for

the construction of 150 Dwelling Units on individual Lots, consisting of 23 single-family units, 40 duplex-style townhouse units, and 87 row-style townhouse units:

- a. Adoption of Resolution No. 139-18 (CM) certifying the Environmental Impact Report (EIR) (PP2016-199);
- b. Adoption of Resolution No. 140-18 (CM) approving the 22nd Amendment to the Watsonville 2005 General Plan to re-designate the Property from (I) Industrial to (R-HD) High Density Residential and directing changes to be made on the General Plan land use diagram of the City of Watsonville;
- c. Introduction of an Uncodified Ordinance (Ordinance No. 1372-18 (CM)) approving rezoning to establish a Planned Development overlay district on Property from IG (General Industrial) to RM-3/PD (Multiple Residential High Density), and directing changes to be made on the zoning map of the City of Watsonville;
- d. Adoption of Resolution No. 141-18 (CM) to approve a Tentative Map for Tract No. 1607; and
- e. Adoption of Resolution No. 142-18 (CM) to approve a Special Use Permit with Design Review and Specific Development Plan.

F. Whereas, on September 11, 2018 the City Council formally adopted Ordinance No. 1372-18 (CM);

G. Whereas, on August 25, 2020 the City Council approved an extension of Tentative Map PP2020-113 to August 27, 2022 (the “Tentative Map”);

H. Whereas on May 18, 2021, California Sunshine Development LLC submitted Application No. PP2017-116 to amend the Project with an amended tentative map and Major Modification to the Project;

I. Whereas, on July 6, 2021, during a regularly scheduled public meeting, the City Council took the following actions to approve Application No. PP2017-116 for the construction of 144 Dwelling Units on individual Lots consisting of five single-family detached units, 60 duplex-style attached townhouse units, 76 row-style attached townhouse units, and six common area parcels:

- a. Adoption of Resolution No. 212-21(CM) approving Addendum No. 2 to the Previously Certified Final EIR (PP2016-199);
- b. Adoption of Resolution No. 210-21 (CM) approving a First Amended Tentative Map, including 89 Conditions of Approval; and

c. Adoption of Resolution No. 211-21 (CM) approving a Major Modification to the Special Use Permit with Design Review & Specific Development Plan, including 28 Conditions of Approval.

J. Whereas, on October 1, 2021, Developer acquired the Property from California Sunshine Development LLC;

K. Whereas, Developer owns the Property in fee and desires to create a residential development thereon;

L. Whereas, the City and Developer have, in good faith, negotiated the terms hereinafter set forth which carry out the legislative purpose set forth above and will assure the mutually desirable development of the property;

M. Whereas, due to the statewide housing shortage, the City has a significant interest in the development of large-scale residential projects.

N. Whereas, the completion of the Project will provide a long-term source of needed residential housing, assist in the payment for necessary infrastructure, and provide and protect additional open space in furtherance of the planning objectives contained in the City General Plan;

O. Whereas, the means of attaining the aforementioned objectives and the public benefit to be received as a result of development of the Project through this Development Agreement shall provide for the Public Benefits described in **Section 2.7.1** of this Development Agreement, including the Timing of Public Benefits as listed on **Exhibit D**, Phasing Public Improvements, Public Benefits, and Timing Response attached hereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the City and Developer hereto agree as follows:

1. DEFINITIONS.

The above recitals are hereby incorporated into this Development Agreement. As used in the Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section and as set forth and defined in the WMC.

1.1. Adopting Ordinance.

“Adopting Ordinance” means Ordinance Number entitled: _____ (CM) dated April 26, 2022, and effective April 26, 2022, which approves this Development Agreement and makes the findings required by Government Code Section 65867.5.

1.2. Affordable Housing Agreement.

“Affordable Housing Agreement shall mean the Affordable Housing Agreement between Developer and the City for the Affordable Housing Units associated with this Project and described in **Exhibit E**.

1.3. Affordable Housing Units.

“Affordable Housing Units” means the Dwelling Units which meet the requirements that are provided in **Exhibit E** of this Agreement.

1.4. *Applicable Rules.*

"Applicable Rules" shall mean and refer to:

- (a) The provisions of the Municipal Code and all other uniformly-applied City rules, policies, regulations, ordinances, laws, general or specific, which were in effect on the Effective Date of this approved Development Agreement;
- (b) This Agreement;
- (c) The term "Applicable Rules" does not include, unless stated specifically otherwise in this Agreement for subsequent changes after the Effective Date:
 - (i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than City;
 - (ii) Any fee or monetary payment prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; and/or
 - (iii) Any applicable state or federal law or regulation.

1.5. *Approved Plans.*

"Approved Plans" means those sets of architectural, civil and landscape plans that were submitted, reviewed, and approved by the City as part of the Project's Existing Project Approvals, including the Tentative Map and the Special Use Permit with Design Review and Specific Development Plan.

1.6. *Building Code.*

"Building Codes" means the development of the Project shall be subject to the Building Codes and Fire Codes in effect at the time of submittal of the permit for the particular development activity.

1.7. *Certificate of Occupancy.*

"Certificate of Occupancy" means either a certificate issued after inspections by City authorizing a person or persons in possession of property to use a specified building or unit, or the final inspection if a formal certificate is not issued.

1.8. *CEQA.*

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

1.9. *CEQA Guidelines.*

"CEQA Guidelines" means the *State CEQA Guidelines* as defined in Section 15001 of Title 14 of the California Code of Regulations, and commencing with Section 15000, as adopted by Resolution 316-88 (CM) of the City of Watsonville.

1.10. *City.*

"City" shall mean the City of Watsonville, in its regulatory capacity.

1.11. *Common Area.*

"Common Area" shall mean those Parcels within the Project that are established under the Project's Covenants, Conditions, and Restrictions as Common Area for use by the owners and occupants of the Dwelling Units; Common Areas shall include the common open space areas (including common recreational areas), private roads, curbs, gutters, sidewalks, walkways, street lighting, street trees, on-street guest parking, accessible parking, landscaping (including

landscaping in the riparian/natural open space area), the Environmental Management - Open Space, trails (including the extension of the public access trail within the riparian setback area), utility easements, exterior fences, retaining walls, and storm water management and detention facilities (including bioretention “raingarden” areas).

1.12. Completion.

“Completion” means when the Certificate of Occupancy has been issued.

1.13. Conditions of Approval.

“Conditions of Approval” means the conditions of Approval of the Tentative Map and Special Conditional Use Permit with Design Review, as described in Recital I.

1.14. Construction Stage or “Stage”.

“Construction Stage” means the actual sequence of construction and marketing for the Project as described in Exhibit C. The Project will be constructed in five Stages (1-5), with each Stage corresponding to a Phase shown on the approved Tentative Map.

1.15. Council.

“Council” means the Watsonville City Council.

1.16. Covenants, Conditions and Restrictions.

“Covenants, Conditions and Restrictions” means an agreement made by Developer and recorded on the first Construction Stage and Phase to be developed and on each Phase of the Project thereafter as reviewed and approved by the City (sometimes referred to as the “CC&R’s”) as provided in **Section 14.1**.

1.17. Damages.

“Damages” means the payment of money or equivalent set off or credit as a result of the non-performance, late performance or inadequate performance of the obligations relating to or arising out of this Development Agreement, regardless of the legal theory of recovery, whether they arise in equity or at law. Damages are limited to compensatory damages, general damages, whether arising from contract or tort and whether or not awarded in lieu of or in conjunction with any equitable remedy.

1.18. Development Agreement.

“Development Agreement” means this Development Agreement, as may be amended from time to time.

1.19. Developer.

“Developer” means Hillcrest Watsonville, LLC , a California limited liability company, or a Successor thereto.

1.20. Director of Community Development.

“Director of Community Development” means the Director of the City's Department of Community Development or its designee.

1.21. Director of Public Works.

“Director of Public Works” means the Director of the City's Public Works & Utilities Department or its designee.

1.22. Dwelling Units.

“Dwelling Units” means the residential dwelling structures to be constructed in Phases on the residential Lots in the Project.

1.23. *Effective Date.*

“Effective Date” means the date the Adopting Ordinance becomes final according to Section 608 (Ordinances: Effective Date) of the Charter of the City of Watsonville and the Development Agreement law.

1.24. *EIR.*

“EIR” means Final Environmental Impact Report described in Section 2.1 of this Development Agreement and Addendum to the Environmental Impact Report SCH#2017032041 and Addendum to EIR approved by the City Council on July 6, 2021 (Resolution No. 212-21).

1.25. *Environmental Management – Open Space Area.*

“Environmental Management - Open Space” shall mean that portion of the Project site that is zoned EM-OS – Environmental Management Open Space which area is to be part of the Common Area of the Project that, as provided in **Section 5.6** of this Development Agreement, is to be restricted in use for passive natural open space along the Watsonville Slough and include a new nature trail open to public use connecting the Project to other existing and recently approved residential development on neighboring properties.

1.26. *Exactions.*

“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 City or 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, Parkland In-Lieu Fees, Affordable Housing requirements, obligations for On-Site Improvements or Off-Site Improvements, or other conditions set forth in the Existing Project Approvals or other City laws, whether such exactions constitute public improvements, or mitigation measures identified in the EIR. Exactions shall not include Processing Fees [as defined in **Section 3.1** of this Development Agreement].

1.27. *Existing Project Approvals.*

“Existing Project Approvals” shall refer to the actions and entitlements stated in Recital Paragraphs D-I of this Development Agreement.

1.28. *Existing Land Use Regulations.*

“Existing Land Use Regulations” mean the ordinances adopted by the Watsonville City Council in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the subject Property, including, but not limited to, the General Plan, any Off-site and On-site Improvement Agreement, Mitigation Monitoring and Reporting Program, and the City’s Zoning Ordinance and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, impact or development fees and building and improvement standards (but only to the extent the Zoning Ordinance and other such regulations are not inconsistent with this Development Agreement). Existing Land Use Regulation does not include non-land use regulations, nor does it include taxes.

1.29. *Fee Schedule.*

“Fee Schedule” shall refer to the City Fee Schedule as attached to this Development Agreement as **Exhibit F**.

1.30. Final Map.

“Final Map” shall mean the five final subdivision maps for the Phases and Construction Stages of the Project submitted to the City by the Developer and reviewed and approved by the City pursuant to Chapter 4 of Title 13 of the WMC (Sections 13-4.11 through 13-4.18, inclusive).

1.31. General Plan.

“General Plan” means the 2005 General Plan of the City of Watsonville, including the text and maps, as amended through and including date of this Development Agreement.

1.32. Homeowners Association.

“Homeowners Association” means the homeowners association to be formed for the Project as provided in **Section 14.1**.

1.33. Improvement Plans.

“Improvement Plans” means the Off Site and On-Site Improvement Plans as set forth in Sections **7 and 8** of this Development Agreement.

1.34. Lot.

“Lot” means “Lot” for a Dwelling Unit shown on a Final Map for a Phase.

1.35. Mitigation Monitoring and Reporting Program.

“Mitigation Monitoring and Reporting Program” (MMRP) means that certain document attached as “Appendix P” to the EIR and attached as part of “Exhibit A” to Resolution No. 139-18 (CM), certifying the EIR and adopting the MMRP for the Project.

1.36. Off-Site Improvements.

“Off-Site Improvements” means any kind of improvement to be made outside the Project site or on any part of the Project as shown in the Tentative Map and/or required as a Condition of Approval, except improvements on any of the individual Lots created by the Tentative Map.

1.37. Off-Site and On-Site Improvement Agreement.

“Off-Site and On-Site Improvement Agreement” means the phased agreements between the Developer and the City in form and content consistent with this Development Agreement, whereby Developer agrees with the City to construct, bond, and otherwise assure the construction of the Project’s phased on-site and off-site public works and utilities improvements in a form and with content required by the Ordinances of the City, including, but are not limited to: roadways, water and sewer pipes, streets, storm drains, street lights, fire hydrants, sidewalks, curbs, gutters, and telecommunications conduit when maintained by the City. Said phased Improvement Agreements are to be submitted for City approval at the same time the Developer submits their Final Map and Improvement Plans for each phase.

1.38. On-Site Improvements.

“On-Site Improvements” means any kind of improvement to be made on any of the Lots or Common Areas created by the Tentative Map.

1.39. Parcel.

“Parcel” means one of the separate and distinct, legally subdivided pieces of land other than the Lots, for Common Area Parcels that are designated and created by the recording of a Final Map for a Phase.

1.40. Parkland In-Lieu Fees.

“Parkland In-Lieu Fees” means the Parkland in-lieu fees required by the City described in Sections 13-6.04 through 13-6.12, inclusive, of the Watsonville Municipal Code.

1.41. Phase.

“Phase” means each of the five portions of the Project as shown on the Tentative Map for site improvements and residential units, stated in **Exhibit C** attached to this Development Agreement. The EIR for the Project describes project development differently, consisting of environmental cleanup as part of “Phase I” as such is designated in the Civil Engineering Remediation Plans as Phases I(a), I(b), and I(c), and the site improvement and residential development as Phases 1 through 5 with further clarification designated in the Civil Engineering Site Improvement Plans. Construction and Marketing of Phases will be undertaken as set forth on Exhibit C in the Construction Stages.

1.42. Planned Development District.

“Planned Development District” means a Zoning designation described in Sections 14-16.2500 through 14-16.2512, inclusive, of the Watsonville Municipal Code.

1.43. Project.

“Project” means the anticipated development of the Property as described in Recital Paragraph C stated above, currently known as “Hillcrest”. The name of the Project may be changed by Developer as the Project development is finalized.

1.44. Property.

“Property” means the real property that is to be developed pursuant to this Development Agreement as described in Recital Paragraph C stated above and as detailed in **Section 2.4** of this Development Agreement.

1.45. Public Benefits.

“Public Benefits” are described in **Exhibit D** of this Development Agreement.

1.46. Public Improvement Standards.

“Public Improvement Standards” means the citywide Public Improvement Standards adopted by the City of Watsonville and effective as of the date of City approval of the Tentative Map for the Project for the public improvements maintained by the City.

1.47. Remediation.

“Remediation” means the actions that are to be undertaken under and pursuant to the Updated and Renewed Remediation Action Plan approved by the County.

1.48. School Impact Fees.

“School Impact Fees” means the impact fees imposed by the Pajaro Valley Unified School District for the Project for mitigation of impact of the Project on schools imposed pursuant to California Government Code 65995.5.

1.49. Special Conditional Use Permit.

“Special Conditional Use Permit” shall mean the permit approved by the City pursuant to Chapter 14-12 of Title 14 of the WMC (Sections 14-12.500 through 14-12.513, inclusive).

1.50. Successor.

“Successor” is a person or entity who has voluntarily or involuntarily acquired any joint or successor ownership interest in any portion of the Property or any Lots or Parcels from the Developer, whether or not pursuant to **Section 11.5**. A Successor, unless otherwise released as provided in this Development Agreement, shall be subject to the applicable provisions of this Development Agreement. Individual purchasers of Lots with Dwelling Units from Developer or a Successor shall not be Successors to the Developer.

1.51. Tentative Map.

Tentative Map means the map described and defined in Exhibit H, subject to any non-material changes allowed pursuant to sub-paragraph (a)(2) of Government Code Section 66442.

1.52. WMC/Watsonville Municipal Code.

“WMC” means the Watsonville Municipal Code.

2. AGREEMENT.

2.1. Findings in Support of Agreement.

In support of this Development Agreement, the City finds that development of the Project pursuant to the terms and conditions of the Existing Project Approvals and the Tentative Map Approved Plans as approved by the City prior to City Council approval of the Final Map for the first Phase of the Project, and the EIR will provide for orderly growth and development consistent with the City's General Plan and other development policies and programs. Pursuant to Government Code §§ 65867-65867.5, on April 26, 2022, the City Council reviewed and approved this Development Agreement, having duly considered this Development Agreement and having held the noticed public hearings. The City Council finds and declares that the provisions of this Development Agreement are consistent with the maps and text of the City's General Plan and the Existing Project Approvals. The Property may be used for construction of not more than 144 Dwelling Units with all appurtenant Off-Site Improvements and On-Site Improvements as set forth in the Approved Plans.

2.2. Terms of Development Agreement and Prevailing Documents

2.2.1. Reliance on the Applicable Rules.

City and Developer agree that Developer will be permitted to carry out and complete the development of the Project in accordance with the terms of this Agreement and the Applicable Rules. The terms of this Agreement shall supersede any conflicting provision of the City Code except as provided in **Section 11.3** herein.

2.2.2. Permitted Uses and Development Standards.

The Property may be used for a residential subdivision as described in the Existing Project Approvals. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for payment of fees in lieu of parkland dedication for public purposes (e.g., parkland), the construction, installation and extension of public improvements, and other conditions of development for the Property shall be those set forth in this Development Agreement and the exhibits and references incorporated herein.

2.2.3. Conflicts; Prevailing Documents.

In the event of any conflict between this Development Agreement, including Existing Project Approvals, the Approved Plans, the Off-Site and On-Site Improvement Agreement, if any, and any other Existing Land Use Regulations, the terms and provisions of this Development Agreement shall prevail. The City and Developer intend that this Development Agreement, together with all exhibits attached hereto, serve as the definitive and controlling document for all subsequent actions, discretionary or ministerial, relating to the development of the Project and that only in the rare instances, if any, that a development issue is not expressly or impliedly addressed hereby shall any other Existing Land Use Regulations be applied in the decision thereon.

2.2.4. Term of Agreement.

This Agreement shall commence upon the Effective Date of the Adopting Ordinance and shall continue in force for a period of ten (10) years or until issuance of a Certificate of Completion of all Dwelling Units shown on the tentative or final maps, whichever first occurs, unless this Development Agreement expires, is extended, modified or terminated by circumstances set forth in this Development Agreement or by mutual consent of the parties hereto.

2.2.5. Satisfaction and Reconveyance Upon Completion Of Development.

This Development Agreement shall be deemed released as to each Lot or Parcel, when that Lot or Parcel has been fully developed, and all of the Developer's obligations in connection therewith are satisfied in accordance with this Development Agreement as determined by the City in its reasonable discretion. The City may, in its discretion, execute a reconveyance of the provisions of this Development Agreement for recordation upon request of Developer or its Successors as to any such Lot or Parcel.

2.2.6. Effects of Release Upon City.

Upon any release of this Development Agreement as to the Developer or the Property, or any portion thereof, the entitlements, conditions of approval, limitations on fees and all other terms and conditions of this Development Agreement shall no longer be vested with respect to the Lot affected by such termination, provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to the then existing planning and zoning law. In addition, the City shall no longer be limited, by this Development Agreement, to make any changes or modifications to such entitlements, conditions or fees applicable to such property.

2.2.7. Effects of Termination on Developer Obligations.

A reconveyance of the obligations of this Development Agreement as to any Parcel or Lot shall not affect any of the Developer's obligations to comply with the City General Plan and the terms and conditions of any applicable zoning laws, or subdivision map, the Existing Project Approvals, or other land use entitlements approved with respect to the Property, any other covenants specified in this Development Agreement, or any other obligations specifically identified in this Development Agreement to continue after the termination of this Development Agreement or obligations to pay assessments, liens, fees, or taxes.

2.3. Environmental Review.

In support of the various Existing Project Approvals described above, and in accord with the California Environmental Quality Act (“CEQA”) and *State CEQA Guidelines* and City CEQA Guidelines, City has requested and been supplied with a Final Environmental Impact Report for the Sunshine Vista Phased Development Project, dated May 2018 (hereinafter referred to as (“EIR”). The City Council reviewed, considered and certified the EIR by Resolution No. 139-18 (CM) on August 28, 2018, and by Addendum to the previously certified EIR (SCH#2017032041), approved by the City Council on March 12, 2019, and Addendum to EIR approved by the City Council on July 6, 2021 (Resolution 212-21), and adopted findings and mitigations that address all significant Project impacts.

2.4. Property Description.

The Property that is to be developed pursuant to this Development Agreement is located at 511 Ohlone Parkway, Watsonville, California in the City of Watsonville. The site to be developed is

a portion of Santa Cruz County Property Tax Assessor's parcel numbers: 018-372-14 and 018-381-01. The Property is more specifically described on **Exhibit A** attached hereto.

2.5. Building Density, Heights, Setbacks, & Permitted Uses.

2.5.1. Density or intensity of use.

The Property may be used for construction of 144 Dwelling Units with all appurtenant Off-Site Improvements and On-Site Improvements as set forth in the Approved Plans.

2.5.2. Maximum height and minimum setbacks.

The maximum height and size of the buildings constructed on the Property and minimum setbacks shall be in conformance with the terms and conditions of the Existing Project Approvals and this Development Agreement.

2.5.3. Permitted Uses and Development Standards.

The Agreement shall vest the right to develop the Property to the fullest extent allowed by law with respect to the permitted uses of land, density and intensity of uses, as described in the Existing Project Approvals which are hereby incorporated as if fully set forth in this Agreement. The permitted uses, density, and intensity of use of the Project, the maximum height and size of proposed buildings, shall substantially conform to those specified in the Existing Project Approvals, Existing Laws and this Agreement. Except as otherwise specified in this Agreement, the Existing Project Approvals shall control the overall design, development and construction of the Project, and all On-Site Improvements and Off-Site Improvements and appurtenances in connection therewith, in the manner specified in this Agreement.

The Developer hereby agrees to develop the Project in accordance with the Existing Project Approvals, including the Conditions of Approval and the Mitigation Measures for the Project as adopted by the City, and any amendments to the Existing Project Approvals or this Development Agreement as may, from time to time, be approved pursuant to this Development Agreement. Nothing in this section shall be construed to restrict the ability to make minor changes and adjustments in accordance with **Section 9.2**. In the event of any inconsistency between the Existing Project Approvals and this Development Agreement, the provisions of this Development Agreement shall control.

2.6. Phasing: Remediation, Grading, & Housing Density.

2.6.1. Phasing-Construction Stages.

The Project will be developed with five (5) Final Maps in Phases in accordance with and as stated in **Exhibits B, C & D and shown on Exhibit I Phasing Map and Exhibit J Utilities Phasing Maps**. Each Phase shall be consistent with the development shown in the Tentative Map for the area to be developed within the schedule and timing stated in the Construction/Marketing Stages Plan as **Exhibit C**. Each of the five (5) Phases and Construction Stages described will require:

- Remediation;
- Final Map;
- Improvement Agreement;
- On-site Improvement Plans and Off-Site Improvement Plans (as applicable); and
- Dwelling Unit Plans

Each Stage's construction site fencing, gates, construction and resident vehicle and emergency access routes, etc. for securing active construction sites and separating construction and resident traffic to minimize conflicts are to be shown on their respective Construction Site Phasing Plans (CSPPs) provided by Developer to the City.

2.6.1.1. Off-Site and On-Site Improvement Agreements.

The Off-site Agreement and the On-site Improvement Agreement shall include evidence of insurance and securities guaranteeing performance for public and on-site improvements, guaranteeing payment of the public improvements, guaranteeing a one-year warranty for the improvements, guaranteeing the installation of survey monumentation, payment of all required fees, and completion of all the work stated in this Development Agreement.

2.6.2. Remediation, Grading and Dwelling Units Phases.

The Project has Remediation Phases I(a), I(b), & I(c) and five (5) Final Maps for the Lots and Site Improvement Phases and each Final Map includes Sub-phases for the Dwelling Units. Each Phase is described in the Development Agreement Exhibits, attached:

- Exhibit B – Phasing Remediation
- Exhibit C – Phasing Lots and Dwellings
- Exhibit D – Public Improvements

2.6.2.1. Remediation in Phases.

It is anticipated that Remediation will commence in the month of April of 2022. The Remediation is dependent upon the Santa Cruz County Environmental Health Department approval of the Updated and Renewed Remediation Action Plan currently pending final approval by the County, authorizing the City to issue the Project's Remediation and Rough Grading Permit. Subsequently, after Remediation, the timing of the duration of the Phases commences with each Phase Final Map and Improvement Plans Permits for the construction of all of the Lots within each Phase. The timing and construction duration of each of the following Phases commences when the previous Phase passes final City inspections of completion for site improvements; there upon, the next Project Phase Improvement Plans Permits shall be issued by the City. The exact schedule for the timing of the completion of a Phase is a judgment estimate by the City and the Developer.

2.6.2.2. Final Maps and Dwelling Unit Construction Phases.

The timing guideline that is stated in **Exhibit C** provides the anticipated commencement of construction of each Phase of the Project. The City and Developer anticipate that, with mutual best efforts, as indicated in **Exhibit C**, construction of each Phase will commence with the issuance of the Building Permits for the Dwelling Units in that Phase and the payment by the Developer of the required fees for that Phase at or prior to the time that the Building Permits for that Phase are issued by the City. The timing of events as stated in **Exhibit C** start when the City issues the Building Permits for a Phase's Dwelling Units, provided that there are no third-party disruption events to the Developer's proceeding. Commencement of each Phase and the configurations of Phases are subject to modification by Developer as approved by the Director of Community Development.

Failure of Developer to complete construction and obtain Final Inspection approval for a Phase of Dwelling Units within the completion deadlines set forth in **Exhibit C** shall, except as excused or extended pursuant to Sections **12.5, 11.7, or 13.3**, below, be a default by the Developer subject to the rights and remedies of the City set forth in this Development Agreement and as available under the law of the State of California and shall be subject to any post-termination obligations of Developer or any Successor as set forth below.

2.7. Project Public Benefits and Delivery Timing.

The Developer shall provide Public Improvement Benefits described in this Development Agreement as **Exhibit D** including the Timing of Benefits.

2.7.1. Project Public Benefits.

Subject to the terms and conditions of this Development Agreement, including the Timing of Public Benefits Developer shall provide the following Public Benefits attached hereto as **Exhibit D**,

3. PERMIT PROCESSING AND FEES.

3.1. Fees Imposed.

The City will impose all usual and customary fees incident to the processing of improvement and development plans for the Project (“Processing Fees”) to include Impact Fees, Plan Check Fees, Building Permit & Inspection Fees, and Connection Fees. For reference, the fees applicable to the Project are set forth in the Fee Schedule attached to this Development Agreement and identified as **Exhibit F**. The City shall not increase Processing Fees for the Project more often than every third (3rd) year of the anniversary of Project’s Effective Date. The City typically increases such fees annually on July 1 of each fiscal year.

The Project is subject to compliance with the City’s Affordable Housing Ordinance [Chapter 46 of Title 14 of the WMC, Ordinance No. 866-91 (CM)], and further stated in **Exhibit F** of this Development Agreement, and will comply with such ordinance by constructing affordable housing on the Property consistent in all respects with the Affordable Housing Ordinance and the Affordable Housing Agreement as provided in Section 4 of this Agreement.

3.2. Fee Payment.

The respective fees imposed as plan check fees, impact fees, and permit fees shall be due and payable for each Phase upon occurrence of the events set forth below. If no fee payment is otherwise provided for as a lawfully imposed fee, then only those fees stated in this Development Agreement are to be payable.

3.2.1. Grading Plan Check Fee.

The Grading Plan Check fees are payable upon issuance of Project Grading Permit based on the Project Grading Plan of the Rough Grading Phase to be reviewed by City staff. Site Remediation Improvements work will require bonding by Ordinance.

3.2.2. Improvement Plan Check Fees.

The Improvement Plan Check fees are payable for each Stage prior to City issuance of Improvement Plan construction permits for a Stage. Prior to City issuance of a site construction permit for a Stage, the Developer shall post bonds for site improvement structures and insurance

for that Stage as required by the City. Developer shall also pay inspection fees for sewer, storm drain, water line construction and streets for said Phase as provided in Section 3.2.3.

3.2.3. Dwelling Unit Fees for Plan Checks, Building Permit Fees, Utility Connection Fees, and Fire Inspection Fees for Dwelling Units.

The Dwelling Unit Plan Check fees [as imposed by the Building, Fire and Planning Departments] for the Dwelling Units shall be paid by Developer at the time that Developer submits plans for Dwelling Units in a Stage to the City as set forth in the Fee Schedule (attached to this Development Agreement and identified as **Exhibit F**). This Dwelling Unit Plan Check fee is a one-time fee unless the Dwelling Unit is modified in a Final Map for a subsequent Phase. Separate from the Dwelling Unit Plan Check Fees, Developer shall pay for each Dwelling Unit in each Phase a fee for the Building Permit and related inspections, Utility Connection Fees, and Fire Inspection Fees prior to the issuance of each Dwelling Unit's Building Permit.

3.2.4. Development Impact Fees.

All City Development Impact Fees for a Phase (meaning the following: A. Traffic Impact Fees; B. Groundwater Impact Fees; C. Storm Drainage Fees; D. Impervious Area Impact Fees; and E. Recreation & Parks Facilities Fees, as differentiated from those Dwelling Unit Plan Check Fees and Utility Connection Fees, and Fire Inspection fees listed in section 3.2.3, above) are to be paid by Developer to the City prior to the issuance by the City of a final inspection for Dwelling Units in that Phase, or prior to the final inspection of the Dwelling Units in that Phase, or the actual occupancy of a Dwelling Unit in that Phase, whichever first occurs, based upon the number of Dwelling Units that are constructed in each Phase. School Impact Fees that are payable to the Pajaro Valley Unified School District shall be paid prior to issuance of Building Permits for the Dwelling Units in each Phase per Section 3.2.6, below.

3.2.5. [INTENTIONALLY DELETED].

3.2.6. School Impact Fees.

Developer shall pay School Impact Fees for the Dwelling Units in a Phase prior to issuance of each Building Permit for the residential Dwelling Units as constructed in each Phase of 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 date of building permit issuance for each Phase based upon the requirements stated in California Government Code 65995.5. Payment of the School Impact Fees for each Phase of the Project shall be made directly to the Pajaro Valley Unified School District before the issuance of the building permits for any Dwelling Units on Lots in such Phase of the Project. Receipts for payment shall be provided to the Community Development Department prior to issuance of building permits for any Dwelling Units in a Phase.

4. INCLUSIONARY HOUSING [AFFORDABLE] REQUIREMENTS.

4.1. City and Developer Affordable Housing Agreement.

In order to comply with the City's Affordable Housing Ordinance, City and Developer shall enter into a separate "Affordable Housing Agreement" in the form attached and identified as **Exhibit E** that will regulate the development and sale of the Affordable Housing Units.

5. CONDITIONS OF APPROVAL: TENTATIVE MAP CONDITIONS & EIR MITIGATION.

5.1. Description of Conditions of Approval.

This Section is based on Recital Paragraphs D-I of this Development Agreement.

5.2. Dedications.

The Developer shall dedicate easements to the City for public use in accord with and subject to the terms and conditions contained in this Development Agreement. Easements to be dedicated:

- a. Public utility easements for water main, storm drain, sanitary sewer, electric power, natural gas, overhead power transmission lines, cable television, and telephone as may be reasonably required by the appropriate utility.
- b. Emergency vehicle access over private roads within the Project.
- c. Private utility easements over each Phase and the Remainder portion of the Project for storm drainage and sanitary sewers.

5.3. Conditions of Approval: Tentative Map Conditions.

The Developer shall comply with the Conditions of Approval for the approval of the Tentative Map for the Project adopted July 6, 2021 as Resolution No. 210-21 (CM) to approve Application No. PP2017-116 for a Tentative Map for Tract No. 1607, Design Review Conditions, and Use Permit Separate Conditions and as modified and approved by the City Council on July 6, 2021 by Resolution Nos. 210-21, 211-21 and 212-21.

5.4. Approved EIR Mitigation Measures.

The Developer shall comply with the Mitigation Monitoring and Reporting Program.

5.5. Mitigation Measures –Biological.

In accordance with Mitigation Measure BIO-2M and Condition of Approval No. 56 of the Tentative Map, the Developer or Successor will implement riparian enhancements. The purpose of this effort is to compensate project impacts on breeding and foraging habitat for California red-legged frogs by restoring high quality, natural/historical functions to the low-quality, degraded riparian habitat and perennial freshwater marsh habitat within the project site. Project Plans shall show tree removal and arroyo willow re-vegetation by phase.

5.6. Mitigation and Monitoring [MMP] – Open Space Area.

The Developer shall grant to the City public easements for access and use of the Environmental Management - Open Space Area upon satisfactory completion by Developer. Developer shall provide all mitigation, restoration and/or enhancement of the Environmental Management - Open Space Area in accordance with the provisions of (a) the Mitigation Monitoring and Reporting Program, (b) the Existing Project Approvals, and (c) the provisions of the Covenants, Conditions, and Restrictions to be approved and recorded for the Project as provided in this Development Agreement that will obligate the Project's Homeowners Association to maintain the Environmental Management - Open Space Area, excluding the Nature Trail (7.5.2) and Bird Observation Area Overlook (7.5.5), including the walkways or paths constructed therein, in perpetuity.

5.7. Riparian Enhancement by Phase.

In accordance with Mitigation Measure BIO-2M and Condition of Approval No. 56 of the Tentative Map, the Developer or Successor will implement riparian enhancements. The purpose

of this effort is to compensate project impacts on breeding and foraging habitat for California red-legged frogs by restoring high quality, natural/historical functions to the low-quality, degraded riparian habitat and perennial freshwater marsh habitat within the project site. Project Plans shall show tree removal and arroyo willow revegetation by Phase.

6. CONSTRUCTION REQUIREMENTS.

6.1. Remediation.

6.6.1. Environmental Grading.

The City shall issue an initial environmental remediation and rough grading permit for Environmental Grading of the Project based upon the Approved Plans for the environmental grading permit and that the issuance of such environmental grading permit shall not be conditioned by the City on the approval and recordation of the Final Maps or any environmental clearances by City or other environmental agencies. City shall review submittals for such Environmental Grading Phase on a reasonably prompt and timely basis with the objective of avoiding any unnecessary delays.

6.1.2. Environmental Remediation Program.

The Developer shall undertake remediation of the Project site phases for removal of contaminated soils as designated on Civil Plans, Sheet C5.1, as provided in the Weber Hayes Summary of Agency-Approved Phasing Schedule of Remediation Grading Work for 511 Ohlone Parkway, Watsonville, attached as part of **Exhibit B**.

6.1.3. On-Site Remediation Containment Alternative #3 – Exhibit B.

Phase I(a) remediation shall entail clean-up and off-haul the CAL HAZMAT lead materials by Developer prior to commencement of Phase I(b). The Developer, or Successor, as Phase I(b), shall remove six (6) inches of top soil and screen debris from top soil, to be sent off-site in accordance with the Santa Cruz County Environmental Health-approved remediation plan. Phase I(c) will include the relocation of on-site of hydrocarbon hazardous soils into a remediation encasement area in accordance with the Santa Cruz County Environmental Health approved Renewed Remedial Action Plan.

Also in accordance with the approved Renewed Remedial Action Plan, the Developer shall prepare or cause to be prepared a Post-Construction Environmental Site Management Plan (“Site Management Plan”) that specifies future management standards and practices for the impacted soil beneath the remediation encasement mentioned above. The Site Management Plan shall also specify that the future Homeowners Association of the Project shall be responsible for the management of the impacted soil and remediation encasement area.

In addition, prior to occupancy of the first Dwelling Unit, Developer shall record or cause to be recorded a deed restriction, an example of which is provided in Appendix G of the Renewed Remedial Action Plan, that identifies the remediation encasement area and prevents disturbance of that area except as specified in the Site Management Plan.

6.2. Site Grading.

As provided in Section 3.2.1, the Grading Plan Check & Permit Fees are due and payable by Developer on or before issuance of the Rough Grading Permit for the Project. Payment and

performance bonds for private grading work are not required under City Ordinance. Bonding for public and on-site improvement improvements is required as stated in Section 6.3, below.

6.3. City Bonding & Insurance Requirements.

The Developer and the City shall enter into an agreement for each Stage for providing payment and performance bonding or other financial assurances approved by the City for securing payment completion and/or performance of the public and on-site improvements (“Improvement Agreement”) for the public improvements and the on-site site improvement structures within the Project prior to commencement of construction of each Stage of the Project which Improvement Agreements shall be in the City’s standard form and include evidence of insurance and securities guaranteeing performance for public site improvements including remediation, and rough grading, guaranteeing payment of the public improvements, guaranteeing a one-year warranty for the improvements, guaranteeing the installation of survey monumentation, payment of all required fees, and completion of all the work within the stated term of the Improvement Agreement. Each of the five (5) Stages [as further described in Exhibit C attached to this Development Agreement] shall be completed and individual Dwelling Units for all Lots within each Stage shall pass Final Inspections.

6.4. Construction Management Requirements.

Construction management requirements for the Project shall include Tentative Map Conditions numbered 39 through 89, inclusive.

7. ON-SITE IMPROVEMENTS.

7.1. On-Site Improvements- Installation.

7.1.1. Curbs, Gutters and Sidewalk.

The curbs, gutters and sidewalks that are to be maintained by the Homeowners Association are required to be constructed to City of Watsonville public improvement standards as may have been modified by the Conditions of Approval.

7.1.2. Interior Streets & Street Lighting.

The improvement of interior private streets and rights-of-way within the Project designated on the Tentative Map for each Stage shall be the responsibility of Developer and shall be constructed and operational prior to the completion of each Stage. Developer shall pay for all costs associated with the improvement of interior private streets and rights-of-way. (It is understood that Street B and Street C per the Tentative Map are to be 20 foot wide two-way streets.)

7.1.3. Underground Power, Telephone & Cable- Joint Trench.

The utility joint trench is to be constructed in accordance with the requirements of the third-party utility providers.

7.2. Storm Water Program.

Pursuant to Section 13, the Covenants, Conditions, and Restrictions shall establish provisions for regular monitoring by the Project’s Homeowners Association of the status of the detention pond storage capacities, as well as requirements for vault and detention pond cleanouts when necessary, to maintain design storm water storage levels. The Homeowners Association will employ professional services, subject to prior approval by the City, to monitor implementation

and maintenance, provide any required state reports, 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 Covenants, Conditions, and Restrictions which shall be subject to the review and approval of the City Attorney prior to the approval of the final map for Phase 1 of the Project. The City shall be entitled to pursue such legal action as the City deems appropriate against the Homeowners Association or any responsible property owner for damages based on improper maintenance of the storm sewer management program.

7.3. Sewer System Installation and Management.

The Developer will install the on-site private sewer main and dwelling sewer laterals. Developer will be responsible for connecting such on-site sewer main and dwelling sewer laterals to the City main sewer line and the City down line to the Sanitation Plant subject to City inspections.

7.4. Water Main System.

Pipe for public water main to be installed within the Project shall be installed per City of Watsonville Public Improvement Standards, Water System with the understanding that such standards will not require Epoxy Zinc Coated Ductile Iron Pipe (Class 52).

7.5. Field Fixtures / On-Site.

7.5.1. Rain Garden/ Outflow.

The Rain Garden detention system [**Open Space “F”**] will be constructed with three (3) inflow pipes and two (2) outflow pipes to be completed in accordance with the phasing stated in **Exhibit D**, along the north portion of the on-site Nature Trail.

7.5.2. Nature Trail/Walk Extension.

The Nature Trail is an extension of the City’s Trails and Bicycle Master Plan [2012] extension to provide a link between Sunshine Garden project and Ohlone Parkway at Loma Vista Road with a turnaround at the northwest end of the trail. The trail shall be designed to withstand the use by a two-ton vehicle for maintenance access of the detention basins, sanitary sewer lines and landscaping, and in compliance with Tentative Map Conditions #22, #23, #24 & ##25 and installed as stated in Exhibit D, herein. The community use of the trail shall be restricted to walking, running and bicycles, and is not for motor bikes or automobiles. The Nature Trail shall be maintained by the Homeowners Association.

7.5.3. Retaining Walls.

Determined by the final grading plans, the site will have retaining walls of varying height and length and subject to modification depending on field conditions and the final grading plan. Those retaining wall heights exceeding 6 feet will be engineered with 3:1 backfill/slope and walls with less than 6 feet in height shall be engineered with 2:1 backfill slope. The retaining walls shall be completed in their respective Phase shown on the Site Improvement Plans for each Phase, and completed prior to issuance of the Certificates of Occupancy for the dwellings in that Phase.

7.5.4. Common Area Facilities.

There are two (4) major Common Open Areas to be landscaped and include trellises, play and exercise fixtures, sculptures, benches and tables as part of the landscape plans. There will be

Common Area “A” located as the Bird Observation, open Common Areas “B” and “C” in the center of the Project as shown on the Tentative Map as Common Area Lots __, Common Area “D” located in the Loma Vista-Errington Road- Street intersection as shown on the Tentative Map as Common Area Lot __, and Common Area “E” hard-court play area [basketball & volleyball] as shown on the Tentative Map as Common Area Lots __ in accordance with the schedule stated in **Exhibit D**. All Common Area facilities shall be maintained by the Homeowners Association.

7.5.5. Bird Observation Area and Overlook.

The Bird Observation Area [Open Space “A”] will be constructed in the northeast corner of the Project next to the Nature Trail to include an all-weather pathway and surface at the observation area with guardrail safety fence and permanently placed benches. The Bird Observation Area improvements shall be maintained by the Homeowners Association.

8. OFF-SITE IMPROVEMENTS.

Off-site improvements for the Project shall be completed for the designated Phase of the Project as stated in **Exhibit D** by Developer at Developer’s own expense pursuant to the requirements of Conditions of Approval, the Tentative Map, and the Off-site and On-site Improvement Agreements before a Certificate of Occupancy will be issued on any Lot in the relevant Phase of the Project.

8.1. Loma Vista Road and Ohlone Parkway Roundabout.

Loma Vista Road is a 60-foot wide public right-of-way, which will be constructed as a 34-foot, 2-way primary access road to the Project. The extension of Loma Vista Road from Del Rio Court and Paraiso Court and through the 20-foot wide Street B and 24- & 34 foot wide portions of Street A (North Loop) that front the Stage 1 Dwelling Units shall be constructed and paved prior to the issuance of the first Permit of Occupancy for a Dwelling Unit in Stage 1. The costs shall be incurred by Developer for the Loma Vista Road.

The roundabout at the intersection of Loma Vista Road and Ohlone Parkway shall be constructed and paved prior to issuance of the first Permit of Occupancy for a Dwelling Unit in Stage 3. The cost for the Ohlone Parkway Roundabout off-site improvement constructed in Stage 3 will be a cost reimbursement from future development program to be collected by the City from future developments benefiting from this Ohlone Parkway Roundabout.

8.2. Errington Road Construction Access & Future Access.

In accordance with Conditions of Approval Nos. 75 and 76 of the Tentative Map, Errington Road will be used on a temporary basis for construction truck traffic to and from the site, thereby avoiding use of Loma Vista Drive. Construction truck traffic includes trips associated with grading, demolition, and building activities. As noted in Condition No. 76, a flagger shall be provided where construction truck traffic enters and exits Ohlone Parkway. In accordance with the Condition of Approval No. 9 to the Tentative Map, Stage 3, stated in **Exhibit D**, shall include Errington Road with a 12-foot-wide one-way entrance street on the east side of the 1.7+/- acre property owned by the Sea View Ranch Homeowners Association (APN 018-661-31). The existing dirt road shall be improved to a 20-year road standard and the CC&R’s shall identify the Homeowners Association established for the Project as the responsible party for maintenance of

the roadway. The Developer or Successor shall be responsible for paying for the cost of improving Errington Road as a permanent road.

8.3. EVAE - Emergency Access-Via Sunshine Garden (Access Easement).

There is an emergency vehicle access easement (“EVAE”) shown on the Sunshine Vista development’s site plan that is to be connected to an emergency vehicle access easement #2 located on the adjacent Sunshine Gardens Property-Tract 1587 (“Tract 1587”). The developer of Sunshine Gardens – Tract 1587 (the “Sunshine Garden Developer”) is responsible and obligated for completion of the continuation of the emergency vehicle access easement from Tract 1587 to Santa Catalina Avenue and San Luis Road in Tract 1587 and for completion of Santa Catalina Avenue and San Luis Road in Tract 1587 (hereinafter the “Sunshine Garden EVAE Access”). If the Sunshine Garden EVAE Access is not timely completed by the Sunshine Garden Developer of Tract 1587, the City shall enforce such completion under and pursuant to Subdivision Improvement Agreements with the Sunshine Garden Developer and under the Subdivision bonds or cash deposits provided under that subdivision agreement by the Sunshine Garden Developer. Such non-compliance by the Sunshine Garden Developer shall not delay the development permitting, construction or occupancy of the Project.

Prior to the issuance of the first Permit of Occupancy for a Dwelling Unit in Stage1/Phase 4, the Sunshine Garden EVAE Access on the Hillcrest Project Site shall be constructed and paved up to the property line shared with the Sunshine Gardens Project and Street A shall be improved for interim access use to fire department interim access use standards per the Fire Code adopted by the City. Prior to issuance of an occupancy permit for a Dwelling Unit in Stage 2 of the Project, the portion of Street A fronting the Dwelling Units in Stage 2 will be upgraded by Developer to City standards.

8.4. Trail Extension by Phase.

The Project Plans show the existing nature trail bordering the Sunshine Gardens subdivision ending at the property line for the Project site. The full trail extension shall not be required as part of Stage 2 . However, Nature Trail shall be completed as stated in Exhibit D, Item #7 and Item #12 with the full trail extension completed prior to or concurrent with the completion of Stage 3 The City plans to construct a trail and bridge at the northeast corner of the Property that links to the new trail extension to the existing trail to the north (with this segment being referred to as the “Lower Watsonville Slough Loop Trail”.) The City may build the bridge and trail concurrent with new trail extension or after its completion.

8.5. Pedestrian Crossing – Ohlone – Roundabout.

In accordance with Condition of Approval No. 9 to the Tentative Map, the Off-site and On-site Improvement Agreement, Stage 3 – Phase 5 will include the installation of pedestrian crossing features and roundabout at the intersection of Ohlone Parkway and Loma Vista Drive. The pedestrian crossing features shall include painting crosswalks with high-visibility thermoplastic striping. The Developer or Successor shall be responsible for the round-about improvements installation.

8.6. Tree Replacement.

In accordance with Condition of Approval No. 10 of the Tentative Map, the Developer or Successor will replace existing trees on Sea View Ranch Subdivision property to be removed as

part of the extension of Loma Vista Drive to the project site at a ratio of 3:1. As shown on the Existing Conditions Plan (sheet C2.0), 12 existing trees would be removed, consisting of one plum, six birch and five redwood trees (i.e., tree #98, 100-110). Therefore, 36 new trees will be planted. The applicant shall coordinate with the HOA for the Las Casitas neighborhood on the type, location and size of said replacement trees within Parcel “D” and/or Parcel “E” of the Sea View Ranch Subdivision (Tract 1442 Sea View Ranch, vol. 103 of maps, page 33, Records of Santa Cruz County). The replacement trees will be planted prior to or concurrent with the completion of Stage 2 – Phase 3.

9. DESIGN MODIFICATION PROCESS & APPROVALS/MODIFICATION OF DEVELOPMENT AGREEMENT.

9.1. Procedure to Modify Development Agreement

This Agreement may be amended by mutual consent of the City and Developer in writing, pursuant to California Government Code Section 65868 provided that any amendment which relates to the term, permitted uses, density, intensity of use, height and size of proposed building envelopes or provisions for reservation and dedication of land shall require the public hearing or hearings required by law before the City and that developer shall be required to execute any such agreed amendment. Unless otherwise provided by law, any other amendments may be approved without a noticed public hearing.

Minor modifications from the approved exhibits may be approved by City and Developer in accordance with the provisions of the Special Conditional Use Permit and PD District as set forth in WMC Section 14-16.2512 and shall not otherwise require an amendment to this Development Agreement as provided in Section 9.3.

9.2. Minor Changes.

The Parties acknowledge that refinement and further implementation of the Project may demonstrate that certain minor changes may be appropriate with respect to the details and performance of the Parties under this Agreement. The Parties desire to retain certain degree of flexibility with respect to the details of the Project and with respect to those items covered in the general terms of this Agreement. If and when the Parties find that clarifications, minor changes, or minor adjustments are necessary or appropriate, they may effectuate such clarifications, minor changes or minor adjustments. Unless otherwise required by law, no such Minor Modifications shall require prior notice or hearing, nor shall it constitute an amendment to this Agreement. Parties agree that the only proper entity to request a modification or deviation to the approved design is the Developer entity or Successor.

- (a) Applications for all modifications of the Project may be made only by Developer or its authorized agents.
- (b) Except as otherwise provided for herein, Minor Modifications are changes to the Project’s design that include, but are not limited to:
 - (i) Minor changes in building materials, color palettes and architectural detail elements.
 - (ii) Minor changes in landscaping materials, plant palettes, and landscaping detail elements.

- (iii) Dwelling Units may be re-located within a phase or between phases.
- (c) Submittal, Review, Decision, and Appeal:
 - (i) An application for Minor Modification of the Design may be made to the Zoning Administrator for his or her consideration. The Zoning Administrator shall coordinate the City's review of the application and shall perform all administrative actions related to the application.
 - (ii) The Zoning Administrator may approve minor modifications to the project on a case-by-case basis. Criteria for approving minor modifications include but are not limited to the following guidelines:
 - (a) The request involves minor changes in color, material, design, and landscape material;
 - (b) The change will not result in reducing the total landscaped area or the amount of open space on the project;
 - (c) The change will maintain a plant palette substantially consistent with approved plans;
 - (d) The change will not result in increasing the density, number of Dwelling Unit, or gross floor area of the project.
 - (e) The change will not result in an inconsistency with adopted residential design guidelines;
 - (f) The change will not result in a change of the character of the Project;
 - (g) The change will not increase any adverse impacts.
 - (iii) The Zoning Administrator shall issue a written decision within thirty (30) business days of receipt of the application for a Minor Modification. The decision is final unless it is appealed by the Developer pursuant to Section (e) below. Applications for which no written decision is issued within thirty (30) business days shall be deemed approved.
 - (iv) If the Zoning Administrator rejects a request for a Minor Modification, the request shall automatically be deemed a Major Modification, and at the option of the Developer, the decision of the Director of Community Development Zoning Administrator may be appealed to the Planning Commission.
 - (v) Any decision of the Zoning Administrator is appealable to the Planning Commission as outlined in WMC Chapter 14-10.1000 by providing a written request for an appeal within fourteen (14) calendar days of receiving notice of the decision. Such appeal shall be scheduled for a hearing at the next available Planning Commission meeting.
 - (vi) Any action of the Planning Commission is appealable to the City Council as outlined in WMC Chapter 14-10.1000 by providing a written request for an appeal within fourteen (14) calendar days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

9.3. Major Modification Changes.

(i) Any application for a modification to the approved design that does not qualify as a Minor Modification is a Major Modification. All applications for Major Modifications shall be scheduled for a Hearing at the next available Planning Commission meeting after the City's receipt of a complete application or its receipt of the appeal provided for in Section (c) above, whichever is applicable.

(ii) Developer may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) calendar days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

9.4. City Future Discretionary Actions.

Subject to the provisions of Section 11.6, the Developer acknowledges that the Existing Land Use Regulations contemplate the reasonable and appropriate exercise of discretionary decisions by the City as to matters not stated or covered by this Development Agreement. These discretionary decisions include: (1) approval of any Final Map for a Phase of the Project in accordance with the State Subdivision Map Act, the approved Tentative Map and WMC provisions regarding Final Subdivision Map; (2) review and approval of the proposed Conditions, Covenants and Restrictions regarding consistency with the provisions of this Development Agreement; and (3) actions necessary to implement the Mitigation Monitoring and Reporting Program consistent with the provisions of this Development Agreement and (4) any amendments requested by Developer to the EIR.

10. CITY RIGHTS APPROVALS

10.1. Permissible Changes to Existing Land Use Regulations.

Only the following changes to Existing Land Use Regulations shall apply to the development of the Property:

10.1.1. Legally Imposed Changes.

Land use regulations, ordinances, policies, programs and fees adopted or undertaken by City in order to comply with regional, state or federal laws, plans or regulations, provided that in the event that such regional, state or federal laws, plans or regulations prevent or preclude compliance with one or more provisions of this Development Agreement, such provision or provisions shall be modified or suspended as may be necessary to comply with the such state or federal laws or regulations.

10.1.2. City Wide Changes.

City land use regulations, ordinances, resolutions or policies adopted after the Effective Date applicable city-wide, and exclusive of new development fees or impact fees, that are not in conflict with the terms and conditions for development of the Property established by this Development Agreement or otherwise applicable Existing Land Use Regulations and which do not impose additional burdens on such development.

10.1.3. Later Changes With Consent.

City land use regulations, ordinances, resolutions or policies adopted after the Effective Date, which are in conflict with the Existing Land Use Regulations, but the application of which to the

development of the Property are consented to in writing by the Developer and/or the applicable Successor.

11. DEVELOPER RIGHTS.

11.1. Rights of Developer.

During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Property consistent with the Project described herein, Developer is assured, and City agrees, that the development rights, obligations, terms and conditions specified in this Development Agreement including Exhibits and documents incorporated by reference, including without limitation, the terms and conditions thereof set forth in the exhibits attached hereto, are fully vested in the Developer and may not be changed or modified by the City except as may be expressly permitted by, and in accordance with, the terms, conditions and remedies set forth in this Agreement, including the Exhibits hereto, applicable law (including but not limited to cost of living adjustments), and/or as expressly consented thereto by the Developer to the extent such proposed change or modification is applicable thereto.

11.2. Reliance on Applicable Rules.

City and Developer agree that Developer will be permitted to carry out and complete the development of the Project in accordance with the terms of this Agreement and the Applicable Rules. The terms of this Agreement shall supersede any conflicting provision of the City Code except as provided in **Section 11.3**, below.

11.3. Application of Subsequent Rules by the City.

(a) The development of the Project shall be subject to the following codes in effect under the State of California 2019 Building Code:

- (i) *California Residential Code (California Code of Regulations Title 24, part 2.5) as amended by Watsonville Municipal Code.*¹
- (ii) *California Electrical Code (California Code of Regulations Title 24, part 3) as amended by Watsonville Municipal Code.*
- (iii) *California Mechanical Code (California Code of Regulations Title 24, part 4) as amended by Watsonville Municipal Code.*
- (iv) *California Plumbing Code (California Code of Regulations Title 24, part 5) as amended by Watsonville Municipal Code.*
- (v) *California Energy Code (California Code of Regulations Title 24, part 6).*
- (vi) *California Fire Code (California Code of Regulations Title 24, part 9) as amended by Watsonville Municipal Code.*
- (vii) *California Green Building Standards Code (California Code of Regulations Title 24, part 11) as amended by Watsonville Municipal Code.*
- (viii) *California Referenced Standards Code (California Code of Regulations Title 24, part 12).*
- (ix) *National Fire Protection Association NFPA 13D, Standard for the Installation of Sprinkler Systems In One-And Two Family Dwellings and Manufactured Homes.*
- (x) *Stormwater Post-Construction Standards for the City of Watsonville.*

¹ In anticipation of the next code cycle, solar panels shall be installed on all dwelling units.

(b) The application of a new uniformly-applied rule, regulation, resolution, policy or ordinance to the development of the Project is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents, and provided that City gives Developer written notice of no less than one hundred eight (180) days prior to implementing a new policy.

(c) Nothing in this Agreement shall preclude the application to the Project of new or changed rules, regulations, policies, resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations, except those stated in the 2019 Building Code. In such event, the provisions of **Sections 10.1.2 and 10.1.3** of this Agreement are applicable.

(d) Should the City adopt or amend rules, regulations, policies, resolutions or ordinances and apply such rules to the development of the Project, other than pursuant to one of the above **Sections 11.3(a), 11.3(b) or 11.3(c)**, the Developer shall have the option, in its sole discretion, of accepting such new or amended rules by giving written notice of such acceptance. City and the Developer shall subsequently execute an amendment to this Agreement evidencing the Developer's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time.

11.4. Laws Precluding Compliance.

In the event that any federal or state laws or regulations prevent or preclude compliance by City or Developer with one or more provisions of this Agreement or require changes to any approval given by City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

(a) Notice of Conflict. Either Party, upon learning of any such matter, will provide the other Party with written notice thereof and provide a copy of any such law, rule, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(b) Modification Conferences. The Parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law, rule, regulation or policy.

11.5. Successor Rights.

A Successor to Developer shall have the all of the rights and interests of Developer under this Development Agreement. Successors to Developer shall conform to the requirements of **Section 15.8**.

11.6. No Further Exactions.

Except for those Exactions and requirements imposed and agreed upon under this Development Agreement, as provided in **Section 6 [Subsections 6.1 – 6.5]** and **Section 7 [Subsections 7.1 – 7.3]** and without the intent of applying to actions taken by the City under **Sections 10.1.1 and 10.1.2**, the City 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 Existing Project Approvals and this Development Agreement.

11.7. Enforced Delay, Extension of Times of Performance.

In addition to specific provisions of this Development Agreement, performance by either Party or Successor hereunder shall not be deemed to be in default where delays or defaults are due to third party litigation against developer or City or both war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than enforcement of the Developer's obligations under this Development Agreement or any law or City ordinance existing on the effective date and, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation enacted by the state or federal government or litigation. Notwithstanding the foregoing sentence, delays incurred in conjunction with the delivery of water or sewer service shall not result in any extensions.

11.7.1. Extensions of Term.

Developer may apply for two (2) one (1) year extensions of the Term of this Agreement. Any such request must be submitted no more than 180 days and no less than 60 days before the deadline for expiration of the Term of this Development Agreement as set forth in **Section 2.2.4**. An extension of time for such cause shall be granted in writing by City for the period of the enforced delay or longer, as may be mutually agreed upon, but in no case shall the cumulative extensions add more than two (2) years to the Term of this Development Agreement.

11.7.2. Extension for Timing of Phases.

Developer may extend the stated timing for Phases of the Project as stated in **Section 2.6** of this Agreement for up to two (2) years for each Phase, provided however, that such extension of timing of such Phases shall not extend the Term of this Development Agreement except as stated in this **Section 11.7.2**.

12. DEFAULTS.

12.1. Determination of Defaults.

Failure or material delay by either party or any Successor to perform any term or provision of this Development Agreement shall constitute a default as to that landowner. In the event of alleged default or alleged material breach of any terms or conditions of this Development Agreement, the party alleging such default or breach shall give the other party or Successor not less than thirty (30) days-notice in writing describing with particularity:

- a. the nature of the alleged default,
- b. the identity of all witnesses who have personal knowledge of the alleged default, all documents which refer or relate to the alleged default, and
- c. the manner in which said default may be cured.

Not until the expiration of such thirty (30) day period shall the party or Successor so charged be considered in default for purposes of institution of legal proceedings and possible termination of this Development Agreement.

After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other or Successor to this Development Agreement may, at its option, institute legal proceedings pursuant to this Development Agreement and give notice of its intent to treat this Development Agreement as suspended until the disputed issue is resolved between Developer and City or determined by a

court of law. Following notice of intent to suspend, or prior to instituting legal proceedings, the matter shall be scheduled for consideration and review in the manner set forth in Government Code Sections 65865, 65867, and 65868 and City regulations implementing said sections by the City within thirty (30) calendar days.

Following consideration of the evidence presented in said review before the City and an additional 30-day period to cure, either party alleging the default by the other party or Successor may institute legal proceedings or may give written notice of intent to treat to treat this Agreement as suspended; provided, however, a such action shall only apply with respect to such a portion of the Property which Developer or Successor owns or controls.

Evidence of default may also arise in the course of a regularly scheduled periodic review of this Development Agreement pursuant to Government Code Section 65865.1. If either party or Successor determines that a party or Successor is in default following the completion of the normally scheduled periodic review, said party or Successor may give written notice of intent to treat this Development Agreement as suspended, describing with particularity the nature of the alleged default, all witnesses who have personal knowledge of the alleged default, all documents which refer or relate to the alleged default, and potential actions to cure said default where appropriate. If the alleged default is not cured in thirty (30) days or within such longer period specified in the notice, or the defaulting party or Successor waives its right to cure such alleged default, this Development Agreement may be treated as suspended by City.

12.2. Default by Developer.

City may, at its discretion, refuse to issue a building permit or Certificate of Occupancy for any structure on any Lot in the Project if Developer or Successor thereof has failed and refuses to complete:

- a. Recording of the Covenants, Conditions, and Restrictions pursuant to **Section 14.1** of this Development Agreement, and
- b. Payment of the fees described herein according to the Fee Schedule attached and identified as **Exhibit F** of this Development Agreement.
- c. Payment of fees as provided in Section 3.
- d. Satisfaction of the requirements of **Section 8 [Subsections 8.1.1–8.1.6]** for Off-Site Improvements.

Except as specified herein, no default hereunder in performance of a covenant or obligation with respect to a particular portion of the Property shall constitute a default applicable to any other portion of the Property, and any remedy arising by reason of such default shall be applicable solely to the portion of property where the default has occurred. Similarly, the obligations of the Developer and Successors shall be several and no default hereunder in performance of a covenant or obligation by any one of them shall constitute a default applicable to any other owner who is not affiliated with such defaulting owner, and any remedy arising by reason of such default shall be solely applicable to the defaulting owner and the portion of the Property owned thereby.

Upon the written request of Developer or any prospective landowner, City shall issue an Estoppel Certificate stating whether there are any existing defaults under this Agreement that may affect the occupancy rights with respect to a particular parcel, and if any such defaults exist, stating with reasonable particularity the requirements for cure thereof. City shall not assert any default hereunder that is not described in the Estoppel Certificate (excepting later defaults by the Landowner or Successor) which adversely affect the occupancy rights or other aspect of the development or use of said Parcel pursuant to this Development Agreement.

In addition to any other rights or remedies, City 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 City and the Developer waive any and all rights hereunder to seek Damages as a result of any such breach or alleged breach.

12.3. Default by City.

If City 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 City and Developer, or the City otherwise materially defaults under the terms of this Development Agreement, City agrees that Developer or Successor shall not be obligated to proceed with or complete the Project, nor shall resulting delays in Developer performance constitute grounds for termination or cancellation of this Development Agreement.

In addition to any other rights or remedies, Developer 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 City and the Developer waive any and all rights hereunder to seek Damages as a result of any such breach or alleged breach.

12.4. Limitations on Remedies.

Regardless of any other provision in this Development Agreement, the remedies available to Developer and City are limited to the equitable remedies of specific performance or injunctive relief and do not include any right or entitlement to receive Damages except as may be ordered to specifically enforce an obligation to pay money described or identified in this Agreement.

12.5. Moratorium, Quotas, Restrictions, or other Limitations.

Developer and City intend that, except as otherwise provided in this Development Agreement, this Development Agreement shall vest the Existing Project Approvals against subsequent City resolutions, ordinances and initiatives that conflict with the Existing 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 Developer under this Development Agreement shall be extended for an additional period of time commensurate with the duration of any such moratorium.

13. MORTGAGE PROTECTION AND RIGHTS TO CURE.

13.1. 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.

13.2. Mortgagee Not Obligated.

Notwithstanding the provisions of **Section 13.1** 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 Existing Project Approvals or by this Development Agreement.

13.3. Notice of Default to Mortgagee and Extension of Right to Cure.

If City receives notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an Event of Default. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the Event of Default claimed set forth in City's notice. City, through its Director of Community Development, may extend the cure period provided in **Section 12.1** for not more than an additional sixty (60) days upon request of Developer or a Mortgagee.

14. CC&R'S AND PROJECT MANAGEMENT.

14.1. Covenants, Conditions, and Restriction Requirements.

Prior to issuance of a Certificate of Occupancy for a Lot in Stage 1 of the Project, Developer shall execute and record the Covenants, Conditions, and Restrictions on Stage 1 of the Project in a form and with content satisfactory to the City Manager and City Attorney, after the Covenants, Conditions, and Restrictions have been reviewed by the State of California Department of Real Estate. Draft Covenants, Conditions and Restrictions shall be submitted to the City with the Final Map for review and approval by the City Attorney. Notwithstanding any other provision of this Development Agreement, the proper execution and recording of such Covenants, Conditions, and Restrictions satisfactory to the City is a condition precedent to City's obligation to issue Certificates of Occupancy for any Residential Lots in Stage 1 of the Project. The Covenants, Conditions, and Restrictions shall encumber all Lots, initially in Stage 1 of the Project, and, subsequently, each additional Stage of the Project. Proper execution and recording of such Covenants, Conditions, and Restrictions on each Stage of the Project is a condition precedent to City's obligation to issue Certificates of Occupancy for any Residential Lots in each subsequent Stage of the Project. The Covenants, Conditions, and Restrictions shall obligate Developer, any Successors and Lot owners to do all the things necessary or appropriate to record Covenants, Conditions, and Restrictions which shall contain provisions requiring, among others, the following:

- a. Require the maintenance and operation by the Homeowners Association for the Project of the Common Areas, including the common open space areas (including common recreational areas), private roads, curbs, gutters, sidewalks, walkways, street lighting, street trees, on-street guest parking, accessible parking, landscaping (including landscaping in the riparian/natural open space area), trails (including the extension of the public access trail within the riparian setback area), utility easements, emergency access road, outlying Project boundary perimeter fence, retaining walls, and storm water management and detention facilities (including bio-retention "rain-garden" areas);
- b. Require the repair, maintenance, and replacement by the Homeowners Association for the Project of all landscaping, retaining wall and enhanced pavers (e.g., interlocking paving stone on engineered base with concrete border) within the Loma Vista Drive public right-of-way from the intersection of Paraiso Court/ Del Rio Court to the main entrance of the Project;
- c. Provide a mechanism for the Homeowners Association to budget for and assess lot owners for the costs of maintaining and repairing the improvements and facilities within Common Areas using methods satisfactory to the California Department of Real Estate;
- d. Create obligations and a method to amortize and pay for (together with lien rights) the maintenance and repair of improvements and facilities within Common Areas using methods satisfactory to the California Department of Real Estate;
- e. Prohibit additions to or remodeling of a dwelling structure that extend beyond the original footprint;

- f. Requiring that garage interiors not be converted to or used for any purpose which interferes with parking of two (2) motor vehicles for which the garage was designed, and that no storage shall be allowed in a garage which would interfere with the parking of said vehicles;
- g. Requiring that the Homeowners Association shall not dissolve or relinquish its maintenance obligations without review by the City Manager and approval by the City Council at a public hearing.
- h. Requiring that there be established a maintenance schedule and program for maintenance by the Homeowners Association of Project detention basins, nature trails and adjacent landscaping. The Homeowners Association shall implement such maintenance in accordance with Hillcrest [Sunshine Vista] Nature Trail Vegetation which is landscaping immediately adjoining and Rain Garden Maintenance and Operations Plan. This Maintenance and Operations Plan shall be reviewed and approved by the Public Works Director or designee bi-annually.
- i. Requiring that the Homeowners Association address potential homeless encampments, including the following:
 - 1. Calling police within 24 hours of complaint of illegal camping, fires, and/or alcohol use;
 - 2. Cleaning up o encampments or encampment trash in and around detention basins within 72 hours in accordance with City Ordinance;
 - 3. Reporting of all suspicious activity within 24 hours; and
 - 4. Posting signage stating what actions or activities are not permitted in area at trail entrances and detention basins, utilizing signage as installed by City at other locations within Watsonville Slough area.
- j. Requiring that there will be no use restrictions of Common Open Space Areas and/or facilities by visitors that are different than those imposed by the Homeowners Association on occupants within the Project.
- k. Requiring that the Homeowners Association will maintain and have access to all building exterior walls and roof areas of Dwelling Units within the Project.
- l. Requiring that the Homeowners Association will maintain the Environmental Management - Open Space Area in accordance with an approved re-vegetation and management plan identified in the Mitigation Monitoring and Reporting Program (Mitigation Measure 6.1.4).
- m. Providing for operations, landscaping and maintenance of the Common Areas and exterior areas of Dwelling Units within the Project; review and control over modifications of exterior improvements, design and architectural changes in accordance with City Ordinance for Project's site improvements and exterior

buildings as uniformly required to all City neighborhoods having substantial deviations from the Dwelling Unit City Approved Plans.

- n. Providing for appropriate easements over Lots for maintaining setbacks and allowing access for repair of Dwelling Units in the Project.
- o. Providing that the Homeowners Association is to have unrestricted access to the roof areas of Dwelling Units for maintenance and shall also provide easements for the roof overhangs of the Dwelling Units that protrude into neighboring Lot.
- p. Requiring that the Homeowners Association maintain repair or replace the slopes and the retaining walls as constructed within the Project pursuant to plans approved by the City. The Declaration shall provide that neither any Owner nor the Association shall modify or interfere with such slopes or walls without the prior review and written approval of the City.
- q. Require the maintenance and operation by the Homeowners Association for the Project of the private on-site sewer main and dwelling sewer laterals, as described in Section 7.3, herein.
- r. Requiring that the Homeowners Association will manage the impacted soil beneath the remediation pit cap during all subsurface work that may penetrate or alter the remediation cap, as provided in Section 6.1.2. herein.

The Covenants, Conditions, and Restrictions shall also provide that if Developer or any Successor refuses, neglects or fails to perform the obligations of the Covenants, Conditions, and Restrictions, the City may enforce the Covenants, Conditions, and Restrictions as a third-party beneficiary or as a covenant running with the land and recover the cost of such activity, including reimbursement for reasonable staff time and attorney's fee, from the responsible party.

14.2. Homeowners Association (HOA) Maintenance- Storm Sewer.

Pursuant to the Covenants, Conditions, and Restrictions, to be submitted to and approved by the City, the Homeowners Association shall be established with provisions that detail requirements for regular monitoring of the status of the detention pond storage capacities of the Rain-garden area as well as requirements for vault and detention pond cleanouts when necessary to maintain design storm water storage levels. The Homeowners Association shall employ professional services, subject to prior approval by the City, to monitor implementation and maintenance, and provide any required state reports 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 Covenants, Conditions, and Restrictions which shall be subject to the review and approval of the City Attorney prior to the approval of the final map for Stage 1 of the Project. The City shall be entitled to pursue such legal action as the City deems appropriate against the Association or any responsible property owner for damages based on improper maintenance of the storm sewer management program.

14.3. Homeowners Association (HOA) Liability and Obligation.

Upon formation of the Homeowners Association and sale and conveyance of Lots to Owners by the Developer, the obligations and liability for maintenance and operations of Common Areas of the Project as provided in **Sections 14.1 and 14.2** and shall become the obligations, liability and responsibility of the Homeowners Association pursuant to and as required under the Covenants, Conditions, and Restrictions.

15. GENERAL PROVISIONS.

15.1. Private Undertaking.

City and Developer agree that the Project is a private development and that City has no ownership interest in the Project except as authorized in the exercise of its governmental functions and except for any easement rights and/or lien rights as described in this Development Agreement.

15.2. Consistency with General Plan.

The City Council expressly finds that the approvals of the Existing Project Approvals, and all other entitlements related thereto as stated in this Development Agreement, are consistent with the General Plan. City Council also finds that this Development Agreement is consistent with the General Plan.

15.3. Reimbursement for Agreement Expense of City.

Developer agrees to reimburse City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including attorneys' fees, recording fees, publishing fees and reasonable City staff and outside consultants' costs not otherwise included within application fees. Such reimbursable expenses and fees however shall not exceed \$10,000. Upon payment of all expenses, the Developer may request, and the City shall issue, written acknowledgment of payment of all fees. Such reimbursement shall be paid within thirty (30) days of presentation from the City of Watsonville to Developer of a written statement of charges. Should any such fees be incurred due to Developer actions after the date this Development Agreement is executed, such fees shall also be paid within thirty (30) days of presentation from the City of Watsonville to Developer of a written statement of charges. Fees not paid when due to City shall be subject to a one time five (5) percent late penalty charge if not paid within thirty (30) days of City written notification to Developer and shall thereafter bear interest at prime plus 2%. per annum until collected.

15.4. 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 Agreement, or challenging any of the other governmental review, analysis, decisions or action identified in the recitals section of this Development Agreement, the Developer and City, agree to cooperate with each other in good faith to defend said lawsuit. City 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 City, Developer shall defend, indemnify and hold City harmless from such claims described in the previous paragraph. If, upon such tender, it appears to City that a conflict of interest would exist in the joint representation of the City and Developer, then City may require

the Developer to hire and pay for a separate attorney selected by City without such conflict of interest to defend the City alone from the claims made against the City. City'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 City, which writing shall be delivered to the Developer as soon as practicable. Provided that City has so tendered the defense of such Claim, the Developer shall defend, hold, harmless, and indemnify City, 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 Developer nor City shall settle without the consent of the other, which consent shall not be unreasonably withheld. City and the Developer shall keep the other informed of all material developments involving the resolution of any such claims.

15.5. Annual Review.

City, through its City Manager shall, at least every twelve (12) months during the term of this Development Agreement, review the extent of good faith substantial compliance by Developer or Successor with the terms of this Development Agreement. Such annual review shall be limited in scope to compliance with the terms of this Development Agreement pursuant to California Government Code Section 65865.1. Said review shall be diligently completed. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Development Agreement but only after a properly noticed court hearing and review and in accord with this Development Agreement. The City shall deposit in the mail or fax to Developer and/or Successor a copy of all staff reports and, to the extent practical, related exhibits concerning contract performance at least fourteen (14) calendar days prior to such periodic review. Developer or Successor shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Development Agreement before the City Council and, if the matter is referred to a City Planning Commission, before said Commission.

15.6. Publication.

This Agreement may be published in summary form, as by, for instance, a table of contents, if publication is required.

15.7. Successors in Interest.

The conditions and covenants set forth in this Development Agreement and those incorporated herein by reference to exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the City and Developer, their Successors, heirs and permitted assigns.

15.8. Assignment and Assumption.

The City and Developer understand that the City has conducted a thorough investigation of Developer's experience, training, education and financial resources and is relying on such experience, training, education and financial resources of Developer as a substantial factor in the consideration for entering into this Development Agreement. City shall therefore not be required to approve any conduct amounting to a sale, assignment, or transfer of the rights and duties contained in or arising out of this Agreement to any person, firm or corporation at any time during the term of this Development Agreement unless and until City has determined, using its reasonable discretion and determination, that the experience, training, education and financial

resources of the proposed Successor are sufficient to satisfy City that the Successor is capable, of fulfilling the remaining obligations of Developer under this Development Agreement.

In evaluating any proposed Successor, such proposed Successor shall provide City with the following categories of documents to be used in order to determine whether such proposed Successor may be permitted by City to succeed to Developer's interest in this Development Agreement.

- a. Identity and capacity, i.e. corporation, limited liability company, limited partnership, sole proprietorship or otherwise, of Successor
- b. Accounting statement of profit and loss statements and year-end balance statements for past three operating years (fiscal or calendar).
- c. If sole proprietor, LLC or LLP, partnership, personal financials on the principal proprietor entities.
- d. The most recent three years tax returns for the proposed Successor holding joint venture IRS Form 4506; one for last three tax years and one for current tax year of the funding entity.
- e. Banking references.
- f. A summary of anticipated, planned, current, and completed projects with the identity of persons familiar with the project who may be contacted by City representatives.

Upon approval of the Final Map and this Development Agreement, Developer intends to convey the Property to LANDCO Hillcrest LLC to accommodate a plan of financing the development. As long as the principals of LANDCO Hillcrest LLC are Hillcrest Watsonville, LLC, a California limited liability company, and LANDCO Hillcrest GP, LLC, a California limited liability company ("LANDCO"), with Mark Lester and Peter Radin as principals thereof, the City approves such a transfer to LANDCO Hillcrest LLC as the Successor to Developer.

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

15.9. Negotiated Contract.

Developer and City agree that this Development Agreement is the product of extensive negotiation between developer and City and has been reviewed by legal representatives of each. Any rule of construction which would interpret this contract against the drafting party or the party which caused the ambiguity or uncertainty, regardless of California Civil Code § 1654 and any California case law to the contrary.

15.10. 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.

15.11. Notices.

Notices, demands, correspondence, and other communication to City and Developer shall be sufficiently given if dispatched by prepaid first-class mail to the principal offices of the City and Developer as designated herein. Notice to the City shall be to the attention of the City Clerk. Notices to Successors shall be required to be given by the City only for those Successors who have given City written notice of their address for such notices. The City and Developer hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Notices to City

City Clerk

City of Watsonville

215 Union Street

Post Office Box 50000

Watsonville, CA 95077-5000

Notices to Developer

Hillcrest Watsonville, LLC

Twenty Park Road

Burlingame, California 94010

Attention: Mark Lester

Copy of Notices to Developer shall be simultaneously provided to Hanna & Van Atta, 525 Middlefield Road, Suite 210, Menlo Park, California, Attn: David Van Atta.

15.12. Conflicting Federal or State Rules.

In the event that any federal or state laws or regulations prevent or preclude compliance by City or Developer with one or more provisions of this Agreement or require changes to any approval given by City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

(a) Notice of Conflict. Either Party, upon learning of any such matter, will provide the other Party with written notice thereof and provide a copy of any such law, rule, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(b) Modification Conferences. The Parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law, rule, regulation or policy.

15.13. City Council Hearings.

In the event either Party believes that an amendment to this Agreement is necessary due to the effect of any federal or state law, rule, regulation or policy, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Developer shall have the right to offer oral and written testimony at the hearing. Any amendment ordered by the City Council pursuant to a hearing contemplated by this Section is subject to judicial review. The Parties agree that any matter submitted for judicial review shall be subject to expedited review.

15.14. City Cooperation.

City shall cooperate with Developer in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated under **Section 15.12.1**. As required by the Applicable Rules, Developer shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations. Permits issued to Developer shall not expire until the work covered under the permit is complete.

15.15. Applicable Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any dispute arising out of this Development Agreement shall be determined by the State Courts of the County of Santa Cruz.

15.16. Exhibits – Incorporation by Reference

All exhibits identified in the Development Agreement are incorporated by this reference as if set forth in full at the place where reference is made. The Exhibits to this Development Agreement are:

Exhibit A	Property Description
Exhibit B	Project Remediation Phasing Plan
Exhibit C	Construction/Marketing Stages Plan
Exhibit D	Phasing Public Improvements & Benefits
Exhibit E	Affordable Housing Program – Hillcrest Agreement
Exhibit F	City Fee Schedule - Hillcrest
Exhibit G	Mitigation Monitoring and Reporting Plan [MMRP]
Exhibit H	Tentative Map
Exhibit I	Phasing Map
Exhibit J	Stage 1 - 5 Utilities Phasing Maps

All recitals are incorporated herein, including all documents referred to in said Recitals. In the event of inconsistency between the Recitals and other provisions of this Development Agreement, the other provisions of this Development Agreement shall prevail. To the extent this Development Agreement may be inconsistent with any Exhibit or Reference thereby creating any ambiguity, both documents may be read together to interpret or explain the ambiguity.

[SIGNATURES FOLLOW ON PAGE 43]

SIGNATURES

IN WITNESS WHEREOF, this Development Agreement was executed by the City and Developer thereto on the dates set forth below.

City:
City of Watsonville, a municipal corporation

Developer:
Hillcrest Watsonville, LLC, a
California limited liability company

By: _____
City Manager

Dated _____, 202__

By _____

Dated _____, 202__

ATTEST:
By its:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
PROPERTY DESCRIPTION

ALL OF THAT REAL PROPERTY LOCATED IN THE CITY OF WATSONVILLE, SANTA CRUZ COUNTY, CALIFORNIA AS FOLLOWS:

PARCEL ONE

BEING A PART OF THE RANCHO BOLSA DEL PAJARO AND BEING ALSO A PART OF THE LANDS CONVEYED BY ADOLPH LAPORTE, ET UX., TO WATSONVILLE MEAT COMPANY BY DEED DATED JUNE 20, 1947 AND RECORDED JULY 2, 1947 IN VOLUME 587, PAGE 208, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A 1" PIPE AT THE NORTHWESTERLY OR MOST NORTHERLY CORNER OF LANDS CONVEYED BY WATSONVILLE MEAT COMPANY TO A & K COMPANY BY DEED DATED MAY 8, 1956 AND RECORDED MAY 14, 1956 IN VOLUME 1074, PAGE 472, OFFICIAL RECORDS OF SANTA CRUZ COUNTY; THENCE FROM SAID POINT OF BEGINNING AND RUNNING NORTH 17° 17' EAST 565.22 FEET TO A PIPE ON THE NORTHERLY BOUNDARY OF SAID LANDS OF WATSONVILLE MEAT COMPANY; THENCE RUNNING ALONG THE NORTHERLY AND EASTERLY BOUNDARIES THEREOF, SOUTH 67° 48' EAST 2.75 FEET TO AN ANGLE; THENCE SOUTH 46° 18' EAST 51.48 FEET TO AN ANGLE; THENCE NORTH 79° 12' EAST 126.72 FEET TO AN ANGLE; THENCE NORTH 44° 12' EAST 73.92 FEET TO AN ANGLE; THENCE NORTH 69° 57' EAST 101.64 FEET TO AN ANGLE; THENCE SOUTH 82° 03' EAST 469.92 FEET TO AN ANGLE; THENCE SOUTH 30° 18' EAST 41.58 FEET TO AN ANGLE; THENCE SOUTH 2° 33' EAST 148.50 FEET TO AN ANGLE; THENCE SOUTH 9° 42' WEST 131.34 FEET TO AN ANGLE; THENCE SOUTH 24° 27' WEST 232.32 FEET TO AN ANGLE; THENCE SOUTH 35° 12' WEST 66.00 FEET TO AN ANGLE; THENCE SOUTH 29° 55' WEST 159.15 FEET TO A PIPE AT AN ANGLE IN THE EASTERLY BOUNDARY OF THE AFOREMENTIONED LANDS OF A & K COMPANY; THENCE RUNNING ALONG THE BOUNDARY OF SAID LANDS, NORTH 11° 04' EAST 87.14 FEET TO A PIPE AT AN ANGLE; THENCE NORTH 87° 48' WEST 366.54 FEET TO A PIPE AT AN ANGLE; THENCE NORTH 78° 23' WEST 262.76 FEET TO A PIPE AT AN ANGLE; THENCE NORTH 83° 17' WEST 130.85 FEET TO THE POINT OF BEGINNING. EXCEPTING A STRIP OF LAND, 15 FEET IN WIDTH, DESCRIBED BY ITS CENTERLINE AS: BEGINNING AT A STATION ON THE NORTHERLY BOUNDARY OF THE AFOREMENTIONED 6.14 ACRE TRACT CONVEYED BY WATSONVILLE MEAT COMPANY TO A & K COMPANY, FROM WHICH A ½" PIPE AT THE NORTHEASTERLY CORNER THEREOF BEARS SOUTH 87° 48' EAST 165.0 FEET DISTANT; THENCE FROM SAID POINT OF BEGINNING AND RUNNING NORTH 62° 58' EAST 127.7 FEET TO AN ANGLE; THENCE NORTH 51° 42' EAST 67.4 FEET TO AN ANGLE; THENCE NORTH 37° 29' EAST 54.6 FEET TO AN ANGLE; THENCE NORTH 32° 19' EAST 195.2 FEET TO AN ANGLE; THENCE NORTH 26° 02' EAST 85.4 FEET TO AN ANGLE; THENCE NORTH 16° 57' EAST 76.0 FEET TO AN ANGLE; THENCE NORTH 8° 08' EAST 74.4 FEET TO AN ANGLE; THENCE NORTH 1° 07' WEST 56.0 FEET TO AN ANGLE; THENCE NORTH 19° 12' WEST 79.8 FEET, MORE OR LESS, TO THE NORTHERLY BOUNDARY OF SAID LANDS OF THE WATSONVILLE MEAT COMPANY.

PARCEL TWO

A RIGHT OF WAY, APPURTENANT TO PARCEL ONE, AS GRANTED BY WATSONVILLE MEAT COMPANY, A CORPORATION, TO RALPH V. TIDD, ET AL., BY DEED RECORDED JANUARY 21, 1957 IN VOLUME 1112, PAGE 500, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, OVER THE 15 FOOT STRIP OF LAND EXCEPTED FROM PARCEL ONE ABOVE AND INCLUDING THE RIGHT TO GRADE ON AND OVER SAID 15 FOOT STRIP OF LAND AND TO REMOVE SOIL FROM AND TO DEPOSIT SOIL ON SAID 15 FOOT STRIP OF LAND IN CONNECTION WITH THE WORK OF LAYING OUT AND IMPROVING THE PARCEL OF LAND ADJOINING BOTH SIDES OF SAID 15 FOOT STRIP OF LAND; PROVIDED, HOWEVER, THAT THE SEWER PIPE LINE INSTALLED IN SAID 15 FOOT STRIP NOT BE INJURED OR EXPOSED IN VIOLATION OF ANY ORDINANCE OR LAW.

PARCEL THREE

ALSO A RIGHT OF WAY, APPURTENANT TO PARCEL ONE, 30 FEET IN WIDTH, AS GRANTED BY WATSONVILLE MEAT COMPANY, A CORPORATION, TO RALPH V. TIDD, ET AL., BY DEED RECORDED JANUARY 21, 1957 IN VOLUME 1112, PAGE 500, OFFICIAL RECORDS OF SANTA CRUZ COUNTY, BEING DESCRIBED BY ITS EASTERLY AND SOUTHEASTERLY BOUNDARIES AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL ONE; AND THENCE SOUTH 17° 17' WEST 565.22 FEET TO A PIPE AT THE SOUTHWEST CORNER OF SAID PARCEL; THENCE SOUTH 21° 30' WEST 51.00 FEET TO A PIPE; THENCE SOUTH 19° 47' EAST 464.91 FEET TO A PIPE; THENCE RUNNING ALONG THE BOUNDARY OF M.F. FARMING COMPANY, SOUTH 66° 53' WEST 348.64 FEET TO A 6" X 6" POST SCRIBED "S"; THENCE SOUTH 16° 13' EAST 1089.79 FEET TO A STATION IN A DRAINAGE DITCH; THENCE SOUTH 22° 59' EAST 607.86 FEET TO A STATION ON THE NORTHWEST SIDE OF THE SOUTHERN PACIFIC RAILROAD; THENCE SOUTH 22° 59' EAST 600.68 FEET TO THE BEACH ROAD.

PARCEL FOUR

BEING A PART OF THE RANCHO BOLSA DEL PAJARO, SANTA CRUZ COUNTY, CALIFORNIA, AND BEING ALSO A PORTION OF THE LANDS CONVEYED BY CHRISTINE GRUL, A WIDOW, TO MANUEL SANTOS, ET UX., BY DEED RECORDED AUGUST 24, 1948 IN VOLUME 672, PAGE 495, OFFICIAL RECORDS OF SANTA CRUZ COUNTY.

BEGINNING AT A ¾ INCH PIPE SET AT THE SOUTHWESTERN CORNER OF SAID LAST NAMED LANDS FORMERLY OF ONE LA PORTE AND RUNNING THENCE ALONG THE BOUNDARY OF THE AFORESAID LANDS CONVEYED BY GRUL TO SANTOS, AS AFORESAID, NORTH 2° 26' EAST 242.92 FEET TO THE MIDDLE OF A 30.00 FOOT RIGHT OF WAY; THENCE ALONG THE CENTERLINE OF SAID RIGHT OF WAY, NORTH 80° 09' EAST 103.94 FEET; THENCE NORTH 44° 15' EAST 82.62 FEET; AND THENCE NORTH 20° 42' EAST 3.06 FEET; THENCE LEAVING SAID RIGHT OF WAY AND LEAVING SAID BOUNDARY OF AFORESAID LANDS CONVEYED BY GRUL TO SANTOS, AS AFORESAID, SOUTH 2° 26' WEST 344.31 FEET TO A ¾ INCH PIPE SET ON THE SOUTHERN BOUNDARY OF SAID LAST NAMED LANDS AND THENCE ALONG SAID LAST NAMED BOUNDARY, NORTH 82° 12' WEST 158.29 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE LANDS HEREIN CONVEYED, A STRIP OF LAND 15 FEET IN WIDTH MEASURED AT RIGHT ANGLES, THE EASTERLY BOUNDARY OF WHICH SHALL BE THE EASTERLY BOUNDARY OF THE ABOVE DESCRIBED LANDS BEING THE SAME LAND DESCRIBED IN THE DEED FROM PENNIMAN TITLE COMPANY, INC., TO T.O. TOMASELLO AND A & K COMPANY, A PARTNERSHIP, RECORDED JANUARY 31, 1957 IN VOLUME 1114, PAGE 324, OFFICIAL RECORDS OF SANTA CRUZ COUNTY.

APN: 018-372-14 (PARCEL ONE)
018-381-01 (PARCEL FOUR)

EXHIBIT B

PROJECT PHASING REMEDIATION PLAN

**SUMMARY OF AGENCY-APPROVED PHASING SCHEDULE OF REMEDIATION
GRADING WORK FOR 511 OHLONE PARKWAY, WATSONVILLE**

**Included in the Exhibit B:
Renewed Remedial Action Plan (2022)
By Weber Hayes Associates**

**Executive Summary of Weber Hayes Report – 5 pages
Remediation and Rough Grading for 511 Ohlone Parkway, Watsonville**

The scope of work for remediation and rough grading of the project 11.3 acres site prior to construction site improvements includes three (3) phases designated on Civil Plans, Sheet C5.1.

Phase I-(a) Approximately 1,500 cubic yards [cy]

**Class 1 HAZMAT lead soils off-haul per Hayes Weber Report,
Figure-1, (Project 2x623) to Kettleman Hill, CA hazardous waste facility**

Phase I-(b) Approximately 8,240 cy

**Class 2 contaminate soils off-haul top 6 inches surface layer to
Hollister, CA.**

Phase I-(c) Approximately 25,460 cy

**After the top 6 inches stated above, then the next 18 inches is placed
on-site in the remediation encasement area.**



Weber, Hayes & Associates
Hydrogeology and Environmental Engineering
120 Westgate Drive, Watsonville, CA 95076
(831) 722-3580 www.weber-hayes.com

Renewed Remedial Action Plan (2022)

Vacant Commercial Land (Former Clusters Storage Yard)

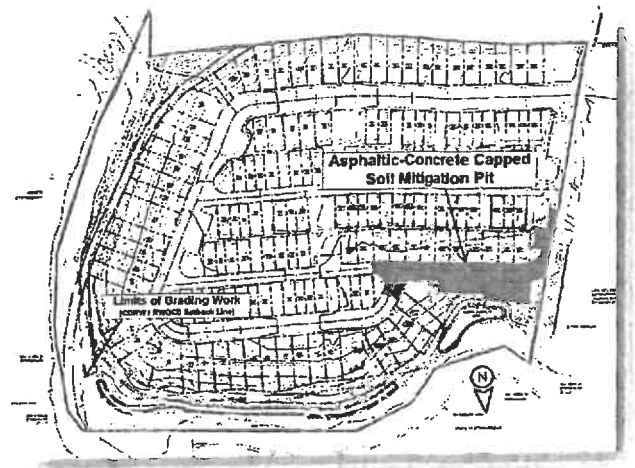
1.0 EXECUTIVE SUMMARY

This **Renewed Remedial Action Plan (Renewed RAP)** has been prepared behalf of LANDCO Hillcrest, LLC in support of the construction of an 11.3-acre, residential development located at 511 Ohlone Parkway in Watsonville (the "Site", see *Topographic Location Map*, and *Aerial Vicinity Map*, Figures 1 and 2 respectively).

This plan has no significant changes to the previously submitted, *Updated Remedial Action Plan (Updated RAP, dated January 12, 2021)* aside from:

- 1) Appendix A which contains final remediation and rough grading plans for the Hillcrest Development.
- 2) Appendix C now includes the previously submitted, transport (leachability) modeling report (reference).
- 3) Appendix E has been added as a reference, which includes agency correspondence and details regarding long-term management of the residual capped contaminated soils to ensure the capped soils are protected over time. It includes a copy of the standard *Land Use Covenant* (template) and details of the *Financial Assurance* mechanism planned for the site.

The selected remedial alternative remains unchanged and is described further below. The irregularly-shaped Site is situated on a small hilltop that has been cut and filled to create several flat-lying terrace areas. The Site is currently vacant (no structures, no infrastructure, see aerial on the report cover) but



Site Redevelopment Plan
(Transition of Vacant Commercial Lot to Residential)

over the past sixty (60) years the Site contained several residences, offices, automotive shop structures, and dirt lots that were primarily associated with automotive wrecking, dismantling, and vehicle storage (see the areal clip to the right, and Site Map, Figure 3).

The Site is being redeveloped for residential land-use to include single-family homes and housing community amenities (a project description and design drawings for the "Hillcrest Subdivision" redevelopment are included as Appendix A). The Site is bordered by residential development to the west, light commercial land use to the south and the Watsonville Slough to the north and east. The northern and eastern perimeter of the property along the slough are part of a protected riparian corridor and are not included in this *Renewed RAP*. These perimeter areas will ultimately be constricted as a public walkway (path) and are being separately assessed.

The original (Sunshine Vista) development plan¹ included transforming the property knoll into a relatively flat-lying development with retaining walls and required the export of approximately 44,052 yd³ of surplus soils and 5,500 yd³ relic debris (the shaded wedge on cross-section clip below graphically shows an example of surplus soils planned for export planned removal soil wedge).

The original 2017 project grading design calculated there would be 44,052 -yd³ of surplus soils to build the residential development, so the most cost effective remedial option selected was Alternative 2, the site-wide off-haul of the upper two (2) feet of soils, which contained most all of the contaminant impacts (note: site-wide removal of two (2) feet of soil totals 35,200-yd³)². However, in 2019 that grading plan was determined to be infeasible due to prohibitive transport and landfill disposal costs. As a result, the third remedial option (i.e., Alternative 3, the *Area of Containment* (AOC)) has been reevaluated and determined to be the most feasible option for incorporating remediation into the development plans. Specifically,

- A total of four (4), on-site *chemicals of potential concern* COPCs were identified in soils based on site-wide testing of soils showing concentrations that exceeded conservative, Tier-1 agency-established thresholds designed to be protective of human health and the environment (i.e., RWQCB *Environmental Screening Levels*, ESLs³). These four COPCs include: Lead, TPH-diesel and Motor Oil, and to a much lesser extent Naphthalene. The proposed AOC soil remediation option is

¹: Rincon Consultants, *Sunshine Vista Phased Development Project, Final Environmental Impact Report*, May 2018.

²: Ramsey Civil Drawing, C5.1 (copy in Appendix A): *Remediation Pit Grading Plan (Soil Mitigation & Rough Grading Sequence)*; January 2022.

³: *Environmental Screening Levels (ESLs), established for multiple contaminant pathways*: Regional Water Quality Control Board (San Francisco Bay Region) guideline document: *Screening for Environmental Concerns at Sites with Contaminated Soil and Groundwater* (Final version, July 2019, Rev. 2). The ESLs are intended to provide quantitative risk-based guidance on whether further assessment or remediation of contamination is warranted < https://www.waterboards.ca.gov/sanfranciscobay/water_issues/programs/esl.html >

designed to remove well-defined, shallow, metal and petroleum hydrocarbon impacted soils from potential exposure to future onsite receptors in order to safely facilitate the planned residential land use.

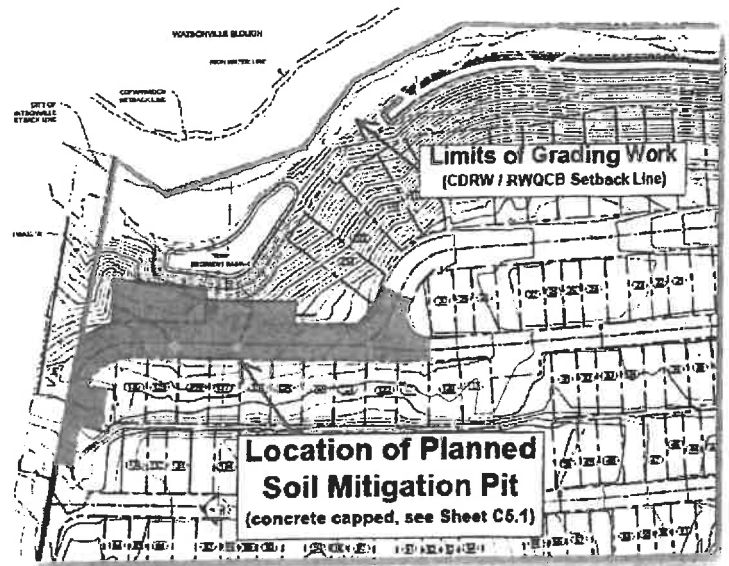
- In order to remove these impacted soils from potential exposure to future onsite receptors, this *Renewed RAP* proposes:
 1. Consolidation of the well-defined shallow soil impacts;
 2. On-site burial of the impacted soils beneath a limited, impervious area (i.e., roadway and parking in the northeastern corner of the development (see brown shaded capped area, below); and
 3. Emplacement of a clean cap of soil and impervious materials (asphalt/ concrete) above the impacted soils.

The development's grading plan, included in Appendix A, has been designed to limit the volume of surplus soils while providing a protective cover that eliminates potential risks to human health and the environment.

1.1 Summary of Previous Environmental Sampling

A detailed description of four previously completed sampling mobilizations and the associated, State-certified laboratory testing results is provided in Appendix B. In summary, residual contaminants have been characterized to a practical extent based on the multiple rounds of soil and groundwater sample collection and testing. Completed subsurface investigations included laboratory analysis of 249 soil samples collected from 145 locations across the Site (see Table 1). The sample key describing sample locations by quadrant and cross-referenced by sample IDs by investigation, is presented as Table 1, and the locations are presented in plan view on Figure 4a. Tabulated results are presented on Tables 2 through 4 and contaminant exceedances are presented on Figures 4b through 4d. Laboratory results and visual observations of the four completed investigations indicated:

- Groundwater: Groundwater samples collected from 14 locations across the Site (as well as the on-Site domestic water supply well) were not impacted by any chemicals of potential concern (COPCs).



- **Soil:** Long-term land-use impacts have not caused significant negative impacts to Site soils. The laboratory testing of 249 soil samples collected from 145 locations across the Site have shown that long-term, automotive-related land-uses have not caused significant negative impacts to Site soils. Specifically, Environmental investigation testing results show that impacted soils are generally limited to the top one-to-two feet below ground surface (bgs) and COPCs appear to be localized.
- **Soil Vapor:** Based on the non-volatile contaminants detected at the Site, soil vapor intrusion is not considered a transport pathway of concern. Specifically, test results showed only trace to non-detectable volatile contaminant compounds were detected in soils (no volatile compounds have been identified as COPCs).

A detailed description of all sampling mobilizations and State-certified laboratory testing results is provided in Appendix B. Additional details are provided in Section 3.5, below.

1.2 Summary: Remedial Action (Incorporating with Site Redevelopment Plans)

Three (3) remedial action alternatives were evaluated in order to integrate Site-specific, environmental cleanup with the planned residential grading plan. Site environmental conditions included:

- The presence of Site-wide, shallow soil contamination primarily consisting of relatively immobile COPCs;
- The lack of contaminant impacts to groundwater;
- The goal of completing risk-based cleanup for the transition to residential land-use

The alternative remedial options evaluated included:

1. **Alternative 1:** No Action (required, do-nothing evaluation).
2. **Alternative 2:** Soil Excavation & Off- Site Disposal. Included Site-wide excavation of contaminated soil to a depth of 2-feet, and targeted excavation of a few, limited, deeper areas.
3. **Alternative 3:** Burial Envelope with Soil Cap, which consists of excavating impacted shallow soils (less than 2 feet bgs) and deeper areas with known contamination and burying the soils within an on-Site, target envelope and in conformance with the State Department of Toxic Substances' Control (DTSC) "Area of Contamination" (AOC) guidelines⁴ (DTSC, 2008). Excess soils will be landfilled and an appropriate landfill.

These three (3) alternatives were evaluated based on whether they were protective of human health, effective over both the short and the long term, eliminated risk for the four Site contaminants of

⁴: DTSC guideline document, *Proven Technologies and Remedies (PT&R) guidance for Remediation of Metals in Soil*, August-2008. DTSC weblink:
- https://dtsc.ca.gov/wp-content/uploads/sites/31/2016/01/Guidance_Remediation-Soils.pdf

potential concern⁵, readily incorporated into the redevelopment plans (i.e., it is implementable), and were relatively cost effective.

Selected Remedial Action: Three (3) alternatives to remediate elevated *COPCs* were evaluated in this report, which included: a) no action (baseline conditions), and b) two excavation options that include Site-wide excavation/grading and off-site disposal of impacted soils, or deep, on-site burial of impacted soils overlain by a clean soil cap. As detailed in Section 6.1, Remedial Alternative 3 ("*Burial Envelope with Soil Cap*") has been selected as the most reasonable and appropriate remedial option because it:

- is protective of human health;
- is effective over both the short and the long term;
- is cost effective because it incorporates remedial action with redevelopment grading;
- limits the potential for a deed restriction;
- is implementable; and
- is the most cost effective based on redevelopment plans.

As noted above, site-wide removal of two (2) feet of soil totals 33,195-yd³. This total is reduced by 5,500-yd³ of separately managed demolition debris, and 1,500-yd³ of haz-waste soils that will be off-hauled to a Class I (haz-waste) landfill. So, the amount of soil available for on-site burial is calculated to be approximately 26,195-yd³. The burial envelope footprint (i.e., beneath impervious roadways) can contain a volume that is estimated to total 18,111-yd³. As noted above, excess soils will be landfilled and an appropriate landfill. Confirmation base samples will document underlying soil quality for post-remediation earthworks of surplus soil (i.e., for export).

Site remediation activities (digging, stockpiling, loading, & trucking) will begin immediately following agency approval of this *Updated Remedial Action Plan*. A Site-specific, *Stormwater Pollution Protection Plan (SWPPP)* will be managed throughout the earthworks project.

2.0 INTRODUCTION

This ***Renewed Remedial Action Plan (Renewed RAP)*** has been prepared on behalf of LANDCO Hillcrest, LLC in order to: 1) document the magnitude and extent of impacted soils at the subject Site, and 2) propose an acceptable remedial approach designed to eliminate potential environmental risks associated w/historical industrial land use at the Site. This ***Renewed RAP*** combines and incorporates the following into a single document:

⁵; Total Lead, Total Petroleum Hydrocarbons in the range of diesel & motor oil, and Naphthalene.

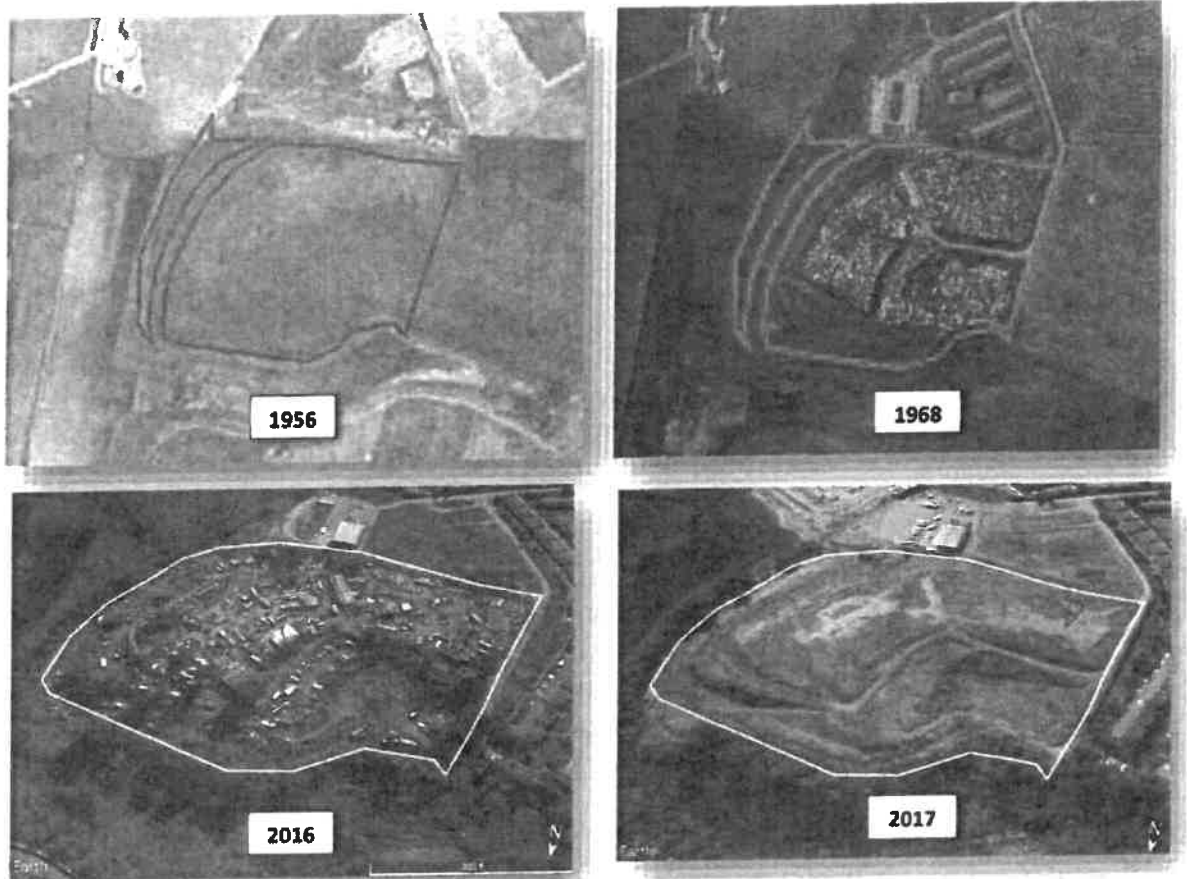
1. Previously recommended interim remedial action tasks that included demolition of relic structures and scraping the upper 6-inches of soil across the Site in preparation for final remedial actions (WHA, 2017a);
2. Previously submitted *Remedial Action Plan* (WHA, 2017b); and
3. County of Santa Cruz Environmental Health Services Agency (SC-EHS) agency comments on the above two documents (SC-HSA, 2017).

Agency oversight of the recommended, Site-wide remediation is provided by SC-EHS, in accordance with a Site-specific, *Voluntary Cleanup Program* agreement (SC-EHS, 2016). The purpose of this remedial action plan is to detail a soil removal action in anticipation of residential development of the property and it includes the following elements:

- A description of the nature and extent of the *COPCs* at the Site;
- A description of the *Remedial Action Objective*, describing the goals to be achieved;
- An analysis of the alternatives considered (including the effectiveness, implementability, and costs for each alternative);
- A description of the recommended alternative and the plan for its implementation.

2.1 Site Description & Land Use

The subject Site is an irregularly-shaped 11.27-acre parcel located at 511 Ohlone Parkway in Watsonville (Assessor Parcel Number 018-372-14) and has multiple terraces having elevations that range from 10 to 140 feet above Mean Sea Level (Figure 1). A number of long-term structures that were recently demolished (the property is currently an undeveloped dirt-covered lot, and the tiers of flat-lying terraces are connected by dirt and gravel access roads). Remaining areas are vegetated, which include the steeper contoured hillsides and flatter areas adjacent to the slough. Note: The northern and eastern perimeter of the property along the slough is part of a protected riparian corridor and is not included in the current *Renewed RAP*. These areas are being separately assessed and will be kept accessible for future characterization and remedial action.



Historical Views of the 11.3-acre, Multi-Terraced, Subject Site
(Site cleared of all infrastructure in early 2017)

Up until recently, the open terraces were primarily occupied by various automotive wrecking/dismantling and vehicle storage businesses (i.e., junkyard salvaging of vehicles, sales of dismantled parts, and towing company storage). Due to the decades of vehicle storage activities, surface and shallow soil beneath the Site contains shallow contaminants that have been fairly well characterized through multiple rounds of soil sampling and testing (described in Section 3, below).

The Site is flanked to the north and east by the Watsonville Slough and contains with three distinct terraces that include the upper terrace which has an elevation of ~70 feet Mean Sea Level (MSL), the middle terrace at ~50 feet MSL, and the lowest terrace at ~25 feet MSL. Historic grading at the Site included cutting (lowering) and filling. Exploratory trenches have shown that fill areas include soils from on-graded materials and debris (abundant tires, vehicle parts, and concrete rubble).

EXHIBIT C
CONSTRUCTION/MARKETING STAGES PLAN

**TIMING OF FINAL MAPS AND DWELLING UNIT CONSTRUCTION
AND MARKETING STAGES**

The Tentative Map (“T. Map”) has been designated with Phases as Phase 1 through Phase 5 for reference to grouping of Lots and Common Area in the Project. However the actual order of construction and marketing of the Common Areas and Residence Lots will follow a different sequential order as set forth in this Exhibit C as Construction Stages set forth below.

[The following states the anticipated schedule for commencement of each for Stage of the Project. The timing and configuration of Stages is subject to modification by Developer as approved by the Director of Community Development. Developer may commence a Stage at an earlier date if it elects to do so.

Construction Stage	Phase Per T. Map	Estimated Lots per Stage	Anticipated Duration	Anticipated Early Start	Anticipated Late Start
1	4	27	18 months	4-15-22	7-15-22
2	3	27	12 months	7-1-22	6-15-23
3	5	31	12 months	7-1-23	6-15-24
4	2	29	12 months	7-1-24	6-15-25
5	1	30	12 months	7-1-25	6-15- 26
Totals		144			

EXHIBIT D

PHASING AND CONSTRUCTION STAGES PUBLIC IMPROVEMENTS, PUBLIC BENEFITS, AND TIMING RESPONSE

Subject to the terms and conditions of this Development Agreement, including the Timing of Public Benefits stated in this **Exhibit D**, Developer shall provide the following Public Benefits in the sequence and according to the following timing milestones per the Construction Stages identified in **Exhibit C**:

Pre-Site Improvement/Remediation Phase I(a), I(b), & I(c)

Description:	<u>Remediation</u> Alternate #3 - Burial Envelope with Soil Cap & Total Site Rough Grading
Timing:	Prior to start of Stage 1 construction of site improvements and Dwelling Units
Public Benefit:	Clean-up of 11.3 acres of contaminated soil affecting the neighborhood community health
Description:	Errington Road improved as a construction road
Timing:	Prior to start of Phase I(a)
Public Benefit:	Provides egress/ingress into the site for grading activities

Stage 1 - [Phase 4] Completions

Item #1	Description:	<u>Loma Vista Road</u> - entry & exit road into Development
	Timing:	Stage 1 Before 1 st Occupancy of Residences in Stage 1
	Public Benefit:	Roadway provides Fire Access Road #1
Item #2	Description:	Road at Loma Vista <u>tree- replacement</u> at Sea View Ranch
	Timing:	End Stage 1 -
	Public Benefit:	Improvement provides a 3:1 tree replacement w/ sidewalks
Item #3	Description:	Install storm water controls.
	Timing:	End of Stage 1 - with outflows in Stage 3 - -Item #6
	Public Benefit:	Protects riparian area along Watsonville slough
Item # 4	Description:	Emergency Access Road #2 [<u>EVAE</u>]
	Timing:	End of Stage 1 –
	Public Benefit:	Provides Fire Department alternate fire access to Stage 1
Item #5	Description:	Common Landscaped Area
	Timing:	End of Stage 1-
	Public Benefit:	Common area landscaping around units 17-30

Stage 2 [Phase 3] Completions

Item # 6	Description: Timing: Public Benefit:	Comply with Storm water requirements End of Stage 2 – Enhancement and extends the riparian environment area
Item #7	Description: Timing: Public Benefit:	<u>Nature Trail</u> - bordering slough [north and east sides] Stage 3 [remediation encasement area] to Stage 4 [Bird Overlook “A”][Common Area Lots 1 and 6 per Tentative Map] Partial completion in Stage 2- Phase 3 Extends recreation area along the slough
Item #8	Description: Timing: Public Benefit:	Adult Gathering & Bocci Ball Venue (Common Area – C) End of Stage 2 [Common Area Lot 5 of T-Map] Provide a community recreation for project and neighbors to include bocce ball court, tables and benches, ADA accessible

Stage 3 [Phase 5] Completions

Item #9	Description: Timing: Public Benefit:	Errington Road constructed as entry street End of Stage 3 Provides an alternate entrance into the development.
Item #10	Description: Timing: Public Benefit:	Roundabout -Ohlone Parkway End of Stage 3 Offers a traffic flow exiting from Hillcrest without causing a waiting for signal “standing time” from the Project onto Ohlone Parkway
Item #11	Description: Timing: Public Benefit:	Community Event Venue & Active Play Area End of Stage 3[Common Area Lot 1 of Tentative-Map] Provide a community recreation for project and neighbors to include a multi-activity area for volleyball, basketball or pickle ball, barbeque area with trellis
Item #12	Description: Timing: Public Benefit:	<u>Nature Trail</u> - bordering slough [north and east sides] Stage 3 [remediation encasement area] to Stage 4 [Bird Overlook “A”][Common Area Lots 1 and 6 per Tentative Map] Complete in Stage 3- Phase 5 Extends recreation area along the slough

Stage 4 [Phase 2] Completions

Item #13	Description:	Community Garden & Family Venue (Common Area - B)
	Timing:	End of Stage 4 [Common Area Lot 4 of Tentative-Map]
	Public Benefit:	Provide a community recreation for project and neighbors to include children's play equipment, family venue, shared community garden, picnic area, trees, tables, benches, see-saw and climbable turtle.

Stage 5 [Phase 1] Completions

Item #14	Description:	All Public Improvements have been completed prior to the start of Stage 5 – Phase 1 Dwelling Unit construction.
	Timing:	Completed by end of Stage 5 – Phase 1
	Public Benefit:	Project has less disruption from construction activities
Item #15	Description:	<u>Bird Overlook</u> /Common Area "A"
		[Common Area Lot 2 per Tentative Map]
	Timing:	End Stage 5 - Phase 1
	Public Benefit:	Offers Nature Observation Station; community open area
Item # 16	Description:	Common Landscaped Area
	Timing:	end of Stage 5 [Common Area Lot 3 of Tentative-Map]
	Public Benefit:	Common area landscaping between and surroundings units 17-30

General - All Phases Completions

Item #17	Description:	Open Space exceeds proportionate area for each Phase.
	Timing:	All phases
	Public Benefit:	Each Dwelling Unit has open space views, no lot line fence extends open spaces, and the one-way roads give more space between Dwelling Units, and walkways setbacks
Item #18	Description:	<u>Tree-lined Streets</u>
	Timing:	Distributed equally throughout all Phases
	Public Benefit:	Enhances streetscape; creates a community environment
Item #19	Description:	<u>Slough buffer</u> w/50ft setback
	Timing:	Stages 4 & 5 = Phase 2 & 1
	Public Benefit:	Offers all residents a view of the slough waterway and attractive open space views.
Item #20	Description:	Provide twenty-nine (29) <u>affordable dwellings</u> disbursed throughout all Phases
	Timing:	All Phases
	Public Benefit:	Having units available for sale throughout all Phases

Item #21	Description:	<u>Affordable dwellings disbursed</u> throughout the project in accordance with the Development Agreement, Exhibit E
	Timing:	All Phases
	Public Benefit:	Contributes to community diversify and social acceptance
Item #22	Description:	<u>Maximizing developable land</u> for more efficient land use and varied housing types.
	Timing:	All Phases
	Public Benefit:	More open spaces, more physically site layout for a livable community and neighborhood feeling
Item #23	Description:	Timely City Actions by Departments for Plan review, plan check, and field inspections.
	Timing:	[A] Plan Check -1 st review 30 calendar days [B] Correction Plan Check 10 calendar days [C] Field Inspection Request 24 hours [D] Change Order turnaround 3 days
	Public Benefit:	Minimal project delays and public inconvenience to assure timely delivery of dwellings for final City approvals.
Item #24	Description:	Exercise Par Course (throughout development- multiple Common Areas [Common Area Lots 1-7 per Tentative Map]
	Timing:	Beginning construction on Stage 1 with Lot 7, completion with Stage 5.
	Public Benefit:	Provide a community recreation for project and neighbors

EXHIBIT E
AFFORDABLE HOUSING PROGRAM - HILLCREST AGREEMENT

The City of Watsonville and the Developer shall execute the Affordable Housing Agreement attached in this Exhibit E for Hillcrest in this Exhibit stating the terms and conditions of the City of Watsonville Affordable Housing Program effective August 25, 2020 as provided in Chapter 46 of Title 14 of the Watsonville Municipal Code, commencing with section 14-46.01.

All Affordable Units in Hillcrest are model “K” floor plan, each Affordable Unit having 1,392 sq. ft. These twenty-nine (29) Hillcrest Affordable Units are disbursed throughout the Development’s five (5) Stages in phases and allocated in the following Stages:

Stage 1 - Phase 4	6
Stage 2 - Phase 3	6
Stage 3 - Phase 5	6
Stage 4 - Phase 2	5
Stage 5 - Phase 1	6
<hr/>	
Total Affordable Units	29

All Model “K” Affordable Units are located throughout the Development in the 3-plex and 4-plex three story town home buildings with other market rate units. Each Dwelling Unit shall have a tandem two car garage and a 2nd floor balcony (10ft x 16ft). All Affordable Units are three (3) bedroom and two (2) bathrooms

<p>CITY TO ATTACH FINAL AFFORDABLE HOUSING AGREEMENT</p>

EXHIBIT F
CITY FEE SCHEDULE - HILLCREST

Impact Fees

City Fees and Permits

The fees stated herein reflect Fiscal Year 2021-2022

Impact fees and City Fees and Permit Fees are subject to increases in accordance with this Development Agreement stated in Section 3 [3.1 and 3.2 [3.2.1 through 3.2.6.]

The Traffic Impact Fee for this property per Ordinance No 105-96 (CM) for APN 18-372-14 located within the Westside of Watsonville is \$989, 794.00

DEVELOPMENT FEE SUMMARY 2021-2022							
CITY OF WATSONVILLE – <i>Community Development Department</i>							
250 Main Street, Watsonville CA 95076							
(831) 768-3050							
This reference is a summary of common development and impact fees.							
Actual project fees are calculated from submittal plans.							
Additional fees may include permits, plan review, and inspections.							
A.	CITY-WIDE TRAFFIC IMPACT FEE						
	Single Family detached			14 trips per unit	\$209.00	per trip	
	Multi-Family (apartments, townhouses, co-op, condos)			10 trips per unit	\$209.00	per trip	
	Non-Residential (remodel/addition)			trips based on use	\$107.00	per trip	
	Non-Residential (other)			trips based on use	\$158.00	per trip	
B.	SANITARY SEWER CONNECTION FEE						
	Residential and all others				\$2,105.15	per unit	
	Commercial & Industrial: Sum of following, but not less than				\$2,105.15	minimum	
		Based on peak month discharge of flow			\$5.86	per gpd	
		BOD (Biochemical oxygen demand)			\$372.26	lb/day BOD	
		SS (suspended solids)			\$470.14	lb/day SS	
C.	WATER SERVICE						
	Connection Fee (residential)				\$2,720.35	per connection	
D.	GROUNDWATER IMPACT FEE						
	Residential				\$484.10	per bedroom	
	Commercial & Industrial				\$0.00	no fees	
E.	STORM DRAINAGE FEE						

	Additions to Existing (per acre of new impermeable area)					\$14,039.53	per acre
	New Development Projects:						
	Low residential (4.5 units/acre)					\$5,651.30	per acre
	Med. Residential (4.5-7.5 units /acre)					\$7,025.01	per acre
	High residential (7.5 units/acre)					\$8,421.46	per acre
	Commercial & Industrial					\$11,236.15	per acre
	Area "C" (NE of City, S of Corralitos & Salsipuedes Creeks)					\$29,479.04	per acre
F.	IMPERVIOUS AREA IMPACT FEE						
	per square foot of new impervious area					\$0.45	per sq. ft.
G.	RECREATION & PARKS FACILITIES FEE						
	(New construction, bedroom additions)						
	1-2 bedroom dwelling unit					\$1,500.00	per bedroom
	3 bedroom dwelling unit					\$1,667.00	per bedroom
	4+ bedroom dwelling unit					\$1,875.00	per bedroom
	Commercial & Industrial					\$0.50	per sq. ft.
H.	PUBLIC FACILITIES IMPACT FEE						
	New detached structures or additions over 1,000 sq. ft. calculated on total square footage.					\$0.40	per sq. ft.
I.	FIRE IMPACT FEE						
	Residential new construction					\$1,038.00	per unit
	Residential addition					\$0.45	per sq. ft.
	Commercial & Industrial					\$0.45	per sq. ft.
J.	AFFORDABLE HOUSING ORDINANCE - IN LIEU FEES						
	Residential						
	Single-Family detached					\$14,259.00	per unit
	Accessory dwelling unit (14-46.050 exceptions)					\$0.00	
	Multi-Family (townhouses, co-op, condos all for sale)					\$7,131.00	per unit

	Commercial							
	0-1,000 sq. ft.						\$0.00	per sq. ft.
	1,001 sq. ft. or more						\$3.55	per sq. ft.
K.	STREET IMPROVEMENT IN-LIEU FEES							
	Industrially Zoned Parcels						\$117.00	per lineal ft.
	fee per lineal foot of street frontage or 5% of actual on-site project improvements whichever is less							
	Other Parcels						\$195.00	per lineal ft.
	fee per lineal foot of street frontage or 10% of actual on-site project improvements whichever is less							
L.	CARBON FUND IMPACT FEE							
	Carbon fund fee is based on a percentage of the total building permit fees paid including							
	Engineering plan check and review fees. Building permit fees do not include planning							
	permit fees, inspection fees, utility fees or impact fees.							
	New residential and nonresidential construction						50% of total	building permit fee
	Multi-family residential & nonresidential additions and alterations						30% of total	building permit fee
	Single family residential additions of 500 SF or greater						30% of total	building permit fee
M.	UNDERGROUND UTILITY IN-LIEU FEE							
							\$76.00	per lineal ft.
	fee per lineal foot of frontage or 1.25% of actual project improvement whichever is less							
N.	SCHOOL FEE							
	Collected by Pajaro Valley Unified School District 831-786-2380							
	Residential						\$5.02	per sq. ft.
	Commercial & Industrial						\$0.56	per sq. ft.
	Parking lots/structures						\$0.07	per sq. ft.
	Self Storage						\$0.20	per sq. ft.

CITY BUILDING FEES

CITY OF WATSONVILLE
FEES, RATES, AND CHARGES FOR CITY SERVICES:
CPI INCREASE FY 2021/22 (APRIL TO APRIL)
ORDINANCE NO. 986-95 , 1120-01
RESOLUTION NO. 130-06, 156-06, 139-16, 97-17, 113-16,
172-17, 173-17, 107-19, 138-16, 12-20

3.8%

SERVICE TYPES:

DESCRIPTIONS:

COMMUNITY DEVELOPMENT DEPARTMENT:

BUILDING INSPECTION FEES: PLAN CHECK AND INSPECTION*,**

1 Plan Check	182.00 Per hour
2 Hourly Inspection Fee	156.00
3 Building Reinspection fee	156.00
4 Antenna Tower (up to 40' high)	1,142.00
5a Awning (up to 100 lf.)	260.00
5b Awning Add'l 10 lf	21.00
6a Balcony addition (up to 200 sq ft.)	369.00
6b Add'l each 100sq ft.	32.00
7 Bay window	120.00
8a Covered Porch (up to 300 sq ft.)	468.00
8b add'l 100 sqft	21.00
9a Deck (up to 300 sq ft.)	260.00
9b Add'l each 100sq ft.	21.00
10a Demolition (up to 3,000 s.f.)	468.00
10b Demolition Each additional 3,000 s.f. or fraction thereof	167.00
11 Flag pole up to 20' high	172.00
12a Masonry fence up to 6' high (standard design) 1st 50 lf	312.00
12b Masonry fence up to 6' high (standard design) each additional 50 lf	84.00
13a Masonry fence up to 6' high (special design) 1st 50 lf	468.00
13b Masonry fence up to 6' high (special design) each additional 50 lf	125.00
14a Retaining wall 0-7' high (standard design) 1st 50 lf	468.00
14b Retaining wall 0-7' high (standard design) each additional 50 lf	167.00
15a Retaining wall over 7-10' high (special design) 1st 50 lf	779.00
15b Retaining wall over 7-10' high (special design) each additional 50 lf	250.00
16a Retaining wall: over 10' + high (special design) 1st 30 lf	831.00
16b Retaining wall: over 10' + high (special design) each additional 30 lf	250.00
17 Fire Place	260.00
18a Lighting pole	317.00
18b Lighting pole - additional pole	79.00
19a Residential remodel (up to 300 s.f.)	468.00
19b each add'l 100sq ft	47.00
20a Residential remodel (up to 300 s.f. and/or kitchen)	519.00
20b each add'l 100sq ft	47.00
21a Patio cover (lattice / metal) (up to 300 s.f.)	239.00
21b each add'l 100sq ft	32.00
22a Patio cover (custom)	519.00
22b each add'l 100sq ft	32.00
23a Patio(enclosed)/Sunroom - 1st 300 sq ft	519.00
23b each add'l 100sq ft	32.00
24 Plaster per city standard	135.00
25a Reroofing (lite weight wo/ struct. calc.) 1st 1000 sq ft	156.00
25b Reroofing (lite weight wo/ struct. calc.) additional 500 sq ft	32.00
26a Reroofing (lite wt w/struct calc.) 1st 1000 sq ft	416.00
26b Reroofing (lite wt w/struct calc.) additional 500 sq ft	84.00

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172-17, 173-17, 107-19, 138-16, 12-20

3.8%

SERVICE TYPES:

DESCRIPTIONS:

27a Reroofing (comp shingles) 1st 1000 sq ft	198.00
27b Reroofing (comp shingles) additional 500 sq ft	78.00
28a Reroof (BUR) every 30 sf up to 1000 sf	156.00
28b Reroof (BUR) additional 1000 sf	32.00
29a Reroof Specialty roofs 1st 1000 sf	208.00
29b Reroof Specialty roofs additional 500 sf	120.00
30a Room Addition (up to 200 s.f.)	935.00
30b each add'l 100sq ft	42.00
31 Skylight	364.00
32a Storage rack (up to 100 lf.)	208.00
32b Storage rack additional 100 lf	63.00
33a Swimming Pool (Residential) 1st 800 sq ft	1,038.00
33b Swimming Pool (Residential) additional 200 sq ft	208.00
34a Swimming Pool (Commercial) 1 st 800 sq ft	1,661.00
34b Swimming Pool (Commercial) additional 200 sq ft	1,038.00
35 Temp Construction Trailer	727.00
36a Window Replacement up to 10	208.00
36b each add'l window	21.00
37a New Window (non structural, up to 50 s.f. max)	198.00
37b New window (structural shear wall/masonry, up to 50 s.f. max)	270.00
38 Permit Issuance Fee	68.00
39 Plan Check Over the Counter/Change/Recheck/Deferred	84.00 Per hour
40 Plan Review for Sub Permits-PME's	156.00
41 Alternate Methods & Materials Request	312.00 Per hour
42 Appeals to Notice & Orders of the Building Official	1,246.00 Per hour
43 Special Inspections Requested by Public (w/ no permits required)	156.00 Per hour
44 Investigations of Code Violations (Bldg/Elect/Mech/Plumb & Municipal Code)	141.00 Per hour
45 Permit Fee Estimates	74.00 Per hour
46 Staff Time Copies/ Records Research	74.00
47 Release of Liens by City on Properties	208.00
48 Code Enforcement Hourly rate	89.00
49 Appeal of Building Code	727.00
50 Appeal of Code Enforcement	727.00
51 Duplicate Permit Fee	37.00
52 One-Time Renewal or Extension Fee	198.00
53 Abandoned Residential Property Registration Fee	167.00
ELECTRICAL INSPECTION FEES	
1 Electrical Rewire Single Family and Multi Family Residential	141.00
2 Residential, Buildings, Rewire-Garages, carports (attached or detached) parking structures	141.00 per sq ft
3 Temporary service pole or pedestal including meters	141.00
4 Temporary Trailer Inspection (Pre-Site)	141.00
5a First 20 outlets, switches, fixtures	141.00
5b Each additional 20 outlets, switch, fixture, etc.	71.00
6 Residential Appliances	141.00
7 Commercial Appliances	193.00
8a Power Apparatus up to 50 HP	141.00 each
8b Power Apparatus over 50HP	193.00 each

CITY OF WATSONVILLE

FEES, RATES, AND CHARGES FOR CITY SERVICES:

CPI INCREASE FY 2021/22 (APRIL TO APRIL)

3.8%

ORDINANCE NO. 986-95 , 1120-01

RESOLUTION NO. 130-06, 156-06, 139-16, 97-17, 113-16,
172-17, 173-17, 107-19, 138-16, 12-20

SERVICE TYPES:

DESCRIPTIONS:

9 One sign and one transformer	141.00
10 Alterations to existing signs	141.00
11 Relocation of existing signs	141.00
12a For Service up to 200 amps	244.00
12b For Services of: Over 200 amps, each	296.00
13 Private Street Lights	141.00
14 Pool/Spa - Electrical - Residential	141.00
15 Pool/Spa - Electrical - Commercial	244.00
16 Solar panel Fee	207.00
MECHANICAL PERMIT FEES	
1a Heating appliances, including vent - Up to 100,000 BTU/H	141.00
1b Heating appliances, including vent - 100,000 BTU/H and over	244.00
2 Residential air circulation outlets (heating or cooling) each	89.00
3 Commercial air distribution system (heating, cooling or ventilation per 100 sf each)	193.00
4 Combustion products vent (other than chimney and not incl. in appliance permit) each	141.00
5 Factory built or metal chimney each	141.00
6 Compressor boiler HP	141.00
7a Absorption Unit BTU up to 1,000,000 BTU/H	141.00
7b Absorption Unit over 1,000,000 BTU/H	193.00
8a Air handling unit (heating, cooling or ventilation supply) up to 10,000 CFM each	141.00
8b Air handling unit Over 10,000 CFM each	244.00
9 Evaporative cooler (other than portable) each	37.00
10 Ventilation Fans CFM	37.00
11 Commercial hood (including ducts, each, maximum size of 200 s.f.)	141.00
12 Heating or cooling coils (not part of factory assembled unit) each	141.00
13 Appliance or piece of equipment regulated by this code	141.00
14a Gas system 1st 5 outlets	141.00
14b Gas system Each additional outlet over 5	25.00
15 Fire Dampers each	89.00
16 Central Vacuum Systems each	89.00
17a Yard gas piping (each 200 Lf. portion)	141.00
17b Gas yard piping each additional 100 linear lf.	51.00
18 Processing, special, or hydronic piping per 100 Lf.	141.00
19 Other mechanical equipment, per hourly rate	141.00
PLUMBING PERMIT FEES	
1a Plumbing fixture including water, drainage piping and backwater valve	141.00 Each
1b for each additional	25.00
2a Building SEWER and each trailer space sewer: 1st 100 ft	141.00 Each
2b Building SEWER and each trailer space sewer: additional 100 ft	88.00 Each
3 Abandonment/close sewer	141.00
4a Rainwater systems - (per drain inside building) up to five drains	141.00
4b each additional	25.00
5 Water heater and/or vent	141.00 Each
6a Gas-piping system (1st 5 outlets)	141.00 Each

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RESOLUTION NO. 130-06, 156-06, 139-16, 97-17, 113-16,
172-17, 173-17, 107-19, 138-16, 12-20

3.8%

SERVICE TYPES:

DESCRIPTIONS:

6b Gas-piping system (additional gas piping system outlet)	25.00 Each
7a Medical gas system (1st 5 inlets/outlets)	193.00 Each
7b Medical gas system (additional inlets/outlets)	25.00 Each
8 Industrial waste pretreatment interceptor including its trap and vent	281.00
9 Install, alteration or repair of water piping and/or water treating equip	193.00 Each
10 Backflow protective device	89.00
11a Building water service: 1st 100 ft	141.00 Each
11b Building water service: additional building water service, per 100 ft	51.00
12a Gas yard piping up to 200 linear lf.	141.00
12b Gas yard piping each additional 100 linear lf.	51.00
13 Solar Water Heating	141.00
14 Gray water system	193.00
15 Swimming Pool/Spa Piping Systems (up to 1000 s.f.)	244.00
16 Pool/Spa Pre-Site Inspection	51.00

* Plan review fee is 65% of Building Permit Fee and is collected upon Plan submittal.

**Residential Repair permits that do not include project plans shall be charged a minimum of two hours of inspection time plus permit issuance fee. Additional inspection charges may be assessed based on a staff estimate of the number of inspections required to complete the project.

PLANNING FEES

1 Zone Map Amendment	13,494.00
2 Zone/Municipal Code Rev Zoning Text Amendment	15,570.00
3 General Plan Map Amendment	13,494.00
4 General Plan Tex Amendment	22,836.00
5 Specific Plan	57,090.00
6 Area Plan	57,090.00
7 Local Plan Amendment	13,494.00
8 Pre-Application	1,246.00
9 Planned Development	41,520.00
10 Admin Use Permit	1,566.00
11 Special Use Permit Existing Structure	3,881.00
12 Spec. Use Permit New Construction	5,728.00
13 Major Variance	6,228.00
14 Minor Variance	935.00
15 Zone Clearance/ Admin. Review	169.00
16 Home Occupation Permit	169.00
17 Fence Permit Admin. Review Permit	169.00
18 Fence Permit Admin. Use Permit	623.00
19 Historical Preserve Design	3,123.00
20 Entitlement Appeals	1,092.00
21 Environmental Assessment Application	571.00
22 Prepare Initial Study/Negative Declaration	6,747.00
23 Signs: Temporary	169.00
24 Environmental Impact Rept. Admin Process	43,596.00
25 Annexation fees exclusive of State Board of Equalization fees - developed property	46,710.00
26 Annexation fees exclusive of State Board of Equalization fees - undeveloped property	51,900.00
27 Development Agreement Process	15,570.00
28 Planning Plan Check	364.00

CITY OF WATSONVILLE
FEES, RATES, AND CHARGES FOR CITY SERVICES:
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RESOLUTION NO. 130-06, 156-06, 139-16, 97-17, 113-16,
172-17, 173-17, 107-19, 138-16, 12-20

3.8%

SERVICE TYPES:	DESCRIPTIONS:	
		22,836.00
29a Subdivision Major Tentative Improvements - 1st 10 lots		883.00
29b Subdivision Major Tentative Improvements - per lot thereafter		22,836.00 Per Lot
30a Vested Tentative Map - 1st 10 lots		883.00
30b Vested Tentative Map - per lot thereafter		8,823.00 Per Lot
31 Minor-Subdivision Parcel Map		3,633.00
32 Boundary Line Adjust		3,633.00
33 Parcel Merger		2,359.00
34 Certificate Compliance Parcel		1,869.00
35 Project Time Extension/Administrative		1,869.00
36 Permit Modification Minor		3,633.00
37 Permit Modification Major		20,760.00
38 Coastal Development Permit		222.00
39 Public Hearing Fee		3,633.00
40 Design Review Permit		1,786.00
41 Appeal fee to Council		5,190.00
42 EIR Mitigation Monitoring		12,456.00
43 Specific Plan Amendment		1,038.00
44 Findings of Public Convenience and Necessity		336.00
45 Sign permit		2,076.00
46 Review of legal documents: cc&rs, easements, declarations, agreements		12.00
47 Permanent record retention fee		73.00
48 Label Fee Adjacent Owner		
FIRE RELATED CONSTRUCTION FEES		
1 Standard hourly rate		169.00 per hour
2a Sprinkler Systems inspection		177.00
2b Sprinkler Systems inspection - multi-floor each floor above 2nd		177.00
3a Sprinkler system plan check		177.00
3b Sprinkler Plan Check Above 2nd Floor		177.00 per hour
4 Sprinkler Systems inspection - hydro test, as needed		177.00
5a Fire Alarm System		177.00
5b Fire Alarm System Add'l Floor		104.00
6a Upgraded Alarm Panel Plan Check		104.00
6b Upgraded Alarm Panel Permit		104.00
7a Wet/Dry Standpipe Permit		104.00
7b Wet/Dry Standpipe Permit - additional floor above 2nd story		177.00
8a Flammable Liquid Tank		177.00
8b Flammable Liquid Tank - monitoring or soil remediation systems		177.00
9 Compressed Gas Plan Check		177.00
10 Compressed Gas Permit		177.00
11 Ammonia Diffusion Plan Check		177.00
12 Ammonia Diffusion Permit		107.00
13a Hood/Duct Fire Extinguisher Permit first 10 nozzles		107.00
13b Hood/Duct Fire Extinguisher Permit every additional 10 nozzles		468.00 flat fee
14 Carnival and Special Event Permit		468.00 flat fee
15 Carnival and Special Event Permit - Article 1, Section 105		405.00 flat fee
16 Misc. Permits (fireworks, etc.)		

CITY OF WATSONVILLE

FEES, RATES, AND CHARGES FOR CITY SERVICES:

CPI INCREASE FY 2021/22 (APRIL TO APRIL)

ORDINANCE NO. 986-85, 1120-01

RESOLUTION NO. 130-06, 156-06, 138-16, 97-17, 113-16,
172-17, 173-17, 107-19, 138-16, 12-20

3.8%

SERVICE TYPES:

DESCRIPTIONS:

17 Weed Abatement	218.00 per hour
18 Reinspection Fee	218.00 per hour
19 Additional Plan Check Fee	38.00 per hour
20 Permit Issuance	48.00
21 Underground Fire Service Lines - first 50 feet	104.00
22 Underground Fire Service Lines - hydro test as needed	177.00 per hour
23 Life Safety P.C. (residential, up to 2 units)	177.00
24 Life Safety Inspection (residential, up to 2 units)	208.00
25 Life Safety P.C. (commercial)	177.00 per hour
26 Life Safety Inspection (commercial)	208.00
27 Investigation of Fire Code Violations	208.00
28 Certification Related Fire Inspections	208.00

BUILDING PERMIT FEES

CONSTRUCTION TYPES: I FR, II FR

UBC Class	UBC Occupancy	Square Footage	Cost for ea. addl. 100 s.f.
A-1	Assembly, theaters	1,001	33.00
		5,001	25.00
		10,001	29.00
		20,001	34.00
		50,001	11.00
		100,001	11.00
A-2	Assembly, restaurant, bar, nightclub	1,001	28.00
		5,001	21.00
		10,001	25.00
		20,001	29.00
		50,001	9.00
		100,001	9.00
A-3	Assembly Church	1,001	9.00
		5,001	33.00
		10,001	32.00
		20,001	37.00
		50,001	19.00
		100,001	19.00
A-3	Assembly, general, community hall, library	1,001	26.00
		5,001	18.00
		10,001	44.00
		20,001	43.00
		50,001	17.00
		100,001	17.00
A-4	Assembly / Arena	1,001	24.00

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172-17, 173-17, 107-19, 138-16, 12-20

3.8%

SERVICE TYPES:		DESCRIPTIONS:	
		5,001	17.00
		10,001	10.00
		20,001	29.00
		50,001	11.00
		100,001	11.00
B	Business	1,001	8.00
		5,001	23.00
		10,001	29.00
		20,001	22.00
		50,001	13.00
		100,001	13.00
E	Educational	1,001	68.00
		5,001	11.00
		10,001	6.00
		20,001	18.00
		50,001	6.00
		100,001	6.00
F 1-2	Factory and Industrial	10,001	29.00
		50,001	29.00
		100,001	11.00
		200,001	11.00
		500,001	4.15
		1,000,001	4.15
H 1-4	High Hazard	1,001	19.00
		5,001	31.00
		10,001	23.00
		20,001	22.00
		50,001	17.00
		100,001	17.00
H-5	Hazard Production materials	1,001	19.00
		5,001	37.00
		10,001	17.00
		20,001	21.00
		50,001	9.00
		100,001	9.00
I 1-4	Institutional - supervised environment, nursing home, retrained, and day care facilities	1,001	17.00
		5,001	17.00
		10,001	22.00
		20,001	23.00
		50,001	9.00
		100,001	9.00

CITY OF WATSONVILLE
FEE, RATES, AND CHARGES FOR CITY SERVICES:
CPI INCREASE FY 2021/22 (APRIL TO APRIL)
ORDINANCE NO. 986-05, 1120-01
RESOLUTION NO. 130-06, 156-06, 139-16, 97-17, 113-16,
172-17, 173-17, 107-16, 138-16, 12-20

3.8%

SERVICE TYPES:		DESCRIPTIONS:	
I-2	Hospital	1,001	13.00
		5,001	13.00
		10,001	18.00
		20,001	18.00
		50,001	7.00
		100,001	7.00
M	Mercantile	1,001	17.00
		5,001	25.00
		10,001	23.00
		20,001	14.00
		50,001	11.00
		100,001	11.00
R-1	Residential, hotels	1,001	27.00
		5,001	21.00
		10,001	25.00
		20,001	12.00
		50,001	7.00
		100,001	7.00
R-2	Residential Multi family	1,001	40.00
		5,001	31.00
		10,001	28.00
		20,001	20.00
		50,001	11.00
		100,001	11.00
R-3	Residential, one and two family	1,001	60.00
		5,001	46.00
		10,001	42.00
		20,001	30.00
		50,001	16.00
		100,001	16.00
R-4	Residential Care / Assisted Living	1,001	40.00
		5,001	30.00
		10,001	28.00
		20,001	20.00
		50,001	11.00
		100,001	11.00
S	Storage	1,001	33.00
		5,001	34.00
		10,001	3.75
		20,001	10.00
		50,001	7.00
		100,001	7.00

CITY OF WATSONVILLE
FEES, RATES, AND CHARGES FOR CITY SERVICES:
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172-17, 173-17, 107-18, 138-16, 12-20

3.8%

SERVICE TYPES:

DESCRIPTIONS:

U	Utility	501	33.00
		1,001	33.00
		2,001	33.00
		5,001	27.00
		10,001	48.00
	Tenant Improvements	1,001	14.00
		2,001	14.00
		25,001	12.00
		50,001	9.00
		100,001	1.95
		500,001	1.35
		1,000,001	1.35
ENGINEERING			
ENGINEERING PERMITS			280.00
	1 Minor Encroachment Permit Processing Fee		740.00
	2 Major Encroachment & On-Site Permit Processing Fee		
INSPECTION			271.00
	1 Inspection minor/major encroachment		Actual Cost
	2 Inspection commercial projects and subdivision		
OTHER FEES			1,000.00
	1 Drainage Study Review		266.00
	2 Subdivision Bond Changes		462.00
	3 Special Study Review		462.00
	4 Final Map Review		339.00
	5 Final Map Recordation		558.00
	6 Subdivision Agreement Preparation		333.00
	7 Parcel Map Review		500.00
	8 Certification Compliance/Merger		1,192.00
	9 Street, Alley & Easement Vacation/Abandonment		
PUBLIC IMPROVEMENT ENGINEERING PLAN (EPC)			1,433.00
	1 EPC multi resid 4 units or less		2,700.00
	2 EPC multi resid 5-30 units		4,565.00
	3 EPC multi resid >30		2,318.00
	4 EPC commercial <1 acre		3,751.00
	5 EPC commercial 1 acre to 5 acre		5,950.00
	6 EPC commercial >5 acre		166.00
	7 Engineering Hourly Rate		
IN-LIEU FEES			

CITY OF WATSONVILLE
FEES, RATES, AND CHARGES FOR CITY SERVICES:
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172-17, 173-17, 107-19, 138-16, 12-20

3.8%

SERVICE TYPES:

DESCRIPTIONS:

1.a Street Improvement In-Lieu - Industrially Zoned Parcels	117.00 Per LF
1.b Street Improvement In-Lieu - Other	195.00 Per LF
2 Underground Utility In-Lieu	76.00 Per LF
FIRE IMPACT FEES	
1.a Residential - New Construction	1,038.00 Per Unit
1.b Residential - Additions to any housing constructed before 1/1/07	0.45 Per Sq Ft
2 Non-Residential	0.45 Per Sq Ft
CITY-WIDE TRAFFIC FEES:	
See Ordinance No. 986.95 (cm)	
Residential Development	209.00 per trip
Non-Residential Development	158.00 per trip
Non-Residential Remodeling/Addition/	107.00 per trip
IMPERVIOUS AREA IMPACT FEE	
See Ordinance No. 986.95 (cm)	
New construction or Improvement on private property	0.45 per sq. fo
DOCUMENT - MISCELLANEOUS FEES	
Form 700 non-filers	11.00
Original Campaign Statements - late fee	11.00 Per Day
1 FPPC Forms	0.10
2.a City Maps & Aerial Photos: 8.5 X 11.0 in	11.00
2.b City Maps & Aerial Photos: 11.0 X 17.0 in	11.00
2.c City Maps & Aerial Photos: 18.0 X 24.0 in	11.00
2.d City Maps & Aerial Photos: 24.0 X 36.0 in	33.00
2.e City Maps & Aerial Photos: 36.0 X 48.0 in	44.00
2.f City Maps & Aerial Photos: Customize Request	82.00
3 Public Improvement Standards	Duplication Cost
4 Sepias	Duplication Cost
5 Documents - Financials, Budgets, Special Reports, General Plan	Duplication Cost
6 Computer generated listings	82.00
7 Mailing list on labels	82.00
8 Business License Processing Service Charge	42.00
9 Returned check fee	Regulated

OTHER SERVICES

CITY OF WATSONVILLE
FEES, RATES, AND CHARGES FOR CITY SERVICES: 3.8%
CPI INCREASE FY 2021/22 (APRIL TO APRIL)
ORDINANCE NO. 086-95 , 1120-01
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172-17, 173-17, 107-19, 138-16, 12-20

SERVICE TYPES:	DESCRIPTIONS:
Utility Users' Tax:	
Nonresidential rebate (Gas and Electricity)	11,575.00

EXHIBIT G
MITIGATION MONITORING AND REPORTING PLAN [MMRP]

RESOLUTION #139-18

Sunshine Vista Phased Development Project | **Mitigation Monitoring and Reporting Program**

Mitigation Measure	Action Required	Implementation Timing	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
Biological Resources							
<p>MM BIO-1. Pre-Disturbance Santa Cruz Tarplant Survey and Mitigation Planting</p> <p>Prior to construction of either phase of the project, a focused survey for Santa Cruz tarplant shall be conducted by a qualified biologist in areas of the project site where the qualified biologist identifies suitable habitat. The survey shall be conducted in accordance with the CDFW's <i>Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Sensitive Natural Communities</i>, which was published in March 2018. The survey shall be conducted during the species' blooming period (May-November), and findings of the survey shall be submitted to the City of Watsonville for review and approval.</p> <p>If a population of Santa Cruz tarplant is found, mitigation for the loss of individuals shall be conducted. Mitigation shall be achieved by establishing a new population of Santa Cruz tarplant in an area approved by the USFWS and CDFW. This area shall not be developed and shall contain suitable habitat types for establishing a new population. Mitigation shall be a 1:1 ratio (impact mitigation) of plant establishment on an acreage basis, or other ratio or alternative mitigation as determined necessary by CDFW.</p> <p>Monitoring of the new mitigation population shall occur annually. Annual monitoring shall include quantitative sampling of the Santa Cruz tarplant population to determine the number of plants that have germinated and set seed. This monitoring shall continue annually or until success criteria have been met; once annual monitoring has documented that a self-sustaining population of this annual species has been successfully established on site, this mitigation measure shall be determined to have been met and the project applicant released from further responsibility.</p> <p>Establishment of the plant population shall be subject</p>	<p>Ensure qualified biologist conducts pre-construction surveys using specified protocol and methods. If plant is found during surveys, ensure biologist prepares a Habitat Mitigation and Monitoring Plan that includes information specified in measure.</p> <p>If applicable, ensure replacement population is established at ratio specified by CDFW or 1:1; whichever is greater, and monitored according to the Habitat Mitigation and Monitoring Plan.</p> <p>Ensure annual monitoring reporting is provided to the City.</p>	<p>Implement surveys, as described in the mitigation measure, prior to the start of construction.</p> <p>If applicable, establish mitigation population or other mitigation determined by CDFW following project construction.</p> <p>If applicable, implement success monitoring annual, following established of mitigation population.</p>	<p>Once prior to start of construction, and if applicable, annually in accordance with the Habitat Mitigation and Monitoring Plan.</p>	<p>City of Watsonville – qualified biologist.</p>			

Sunshine Vista Phased Development Project | **Mitigation Monitoring and Reporting Program**

Mitigation Measure	Action Required	Implementation Timing	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
<p>to a Habitat Mitigation and Monitoring Plan. To ensure the success of mitigation sites required for compensation of permanent impacts on Santa Cruz tarplant, the project applicant shall retain a qualified biologist to prepare a Habitat Mitigation and Monitoring Plan. The Habitat Mitigation and Monitoring Plan shall be submitted to the City of Watsonville for review and approval prior to the start of construction. The Habitat Mitigation and Monitoring Plan shall include, at a minimum, the following information:</p> <ul style="list-style-type: none"> ▪ A summary of habitat and species impacts and the proposed mitigation for each element ▪ A description of the location and boundaries of the mitigation site(s) and description of existing site conditions ▪ A description of any measures to be undertaken to enhance (e.g., through focused management) the mitigation site for special-status species ▪ Identification of an adequate funding mechanism for long-term management ▪ A description of management and maintenance measures intended to maintain and enhance habitat for the target species (e.g., weed control, fencing maintenance) ▪ A description of habitat and species monitoring measures on the mitigation site, including specific, objective performance criteria, monitoring methods, data analysis, reporting requirements, monitoring schedule, etc. Monitoring will document compliance with each element requiring habitat compensation or management. At a minimum, performance criteria will include a minimum 1:1 mitigation ratio for the number of plants in the impacted population (at least one plant preserved for each plant impacted). ▪ A contingency plan for mitigation elements 							

Sunshine Vista Phased Development Project | **Mitigation Monitoring and Reporting Program**

Mitigation Measure	Action Required	Implementation Timing	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
<p>that do not meet performance or final success criteria within described periods; the plan will include specific triggers for remediation if performance criteria are not met and a description of the process by which remediation of problems with the mitigation site (e.g., presence of noxious weeds) will occur.</p> <p>A requirement that the project proponent will be responsible for monitoring, as specified in the Habitat Mitigation and Monitoring Plan, for at least three (3) years post-construction; during this period, annual reporting will be provided to the City's Supervising Environmental Planner. At the request of the CDFW or USFWS, the annual reporting shall also be provided to these agencies.</p>							
<p>MM BIO-2A. Worker Environmental Awareness Program</p> <p>Prior to any ground disturbing activities, a biologist approved by the USFWS and CDFW shall conduct a training session for all construction personnel. At a minimum, the training shall include a description of the California red-legged frog and western pond turtle, their habitat, the importance of the species, the measures that are being implemented to avoid and minimize impacts as they relate to the project, and the boundaries within which the work may be accomplished.</p>	Ensure a qualified biologist provides specified training to construction personnel.	Prior to start of project construction.	Once.	Project proponent-qualified biologist.			
<p>MM BIO-2B. Determination of Appropriate Relocation Site(s)</p> <p>Prior to the initiation of mitigation measures MM BIO-2c through BIO-2i, a qualified biologist shall determine, in consultation with the USFWS, appropriate relocation sites for any California red-legged frogs and western pond turtles within the same watershed/stream course that may be observed during the pre-activity survey described below and that need to be relocated.</p>	Coordinate with the USFWS to ensure appropriate relocation sites are identified and determined.	Prior to start of project construction.	Once.	City of Watsonville – qualified biologist.			

Sunshine Vista Phased Development Project | **Mitigation Monitoring and Reporting Program**

Mitigation Measure	Action Required	Implementation Timing	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
MM BIO-2C. Pre-Activity Western Pond Turtle Survey A qualified biologist shall survey the project site within 48 hours of initial ground-disturbing activities for western pond turtles. If western pond turtles are found the approved biologist shall relocate the individuals to the appropriate relocation site, determined as part of mitigation measure MM BIO-2b, outside of the work area. Only the USFWS/CDFW-approved biologists shall participate in activities associated with the capture and handling of western pond turtles.	Ensure pre-construction surveys are conducted by qualified biologists. Ensure western ponds turtles are relocated to the appropriate relocation site.	Within 48 hours prior to the start of construction.	Once.	City of Watsonville – qualified biologist.			
MM BIO-2D. Exclusion Fence Prior to project construction, silt fencing or wildlife exclusion fencing shall be used to prevent California red-legged frogs and western pond turtles from entering work areas. This fencing shall be installed along the boundary of the phase two project footprint except where this footprint extends into riparian and marsh habitats in Watsonville Slough. In riparian and marsh habitat areas, the fencing shall be installed along the boundary between riparian and developed habitats. If equipment needs to pass through this fencing for work activities, a gate shall be installed to allow access and the fence shall be sealed at the end of each working day. The exclusion fencing shall be at least three feet high and the lower six inches of the fence shall be buried in the ground to prevent animals from crawling under. The remaining 2.5 feet shall be left above ground to serve as a barrier for animals moving on the ground surface. The fence shall be pulled taut at each support to prevent folds or snags. Fencing shall be installed and maintained in good condition during all construction activities. Such fencing shall be inspected and maintained daily until the completion of each project phase. The fencing shall remain until the retaining wall is installed and all construction equipment is removed from the area between this wall and the exclusion	Ensure fencing is installed and maintained according to specifications in mitigation measure.	Prior to start of project construction, and during project construction.	Daily throughout construction.	City of Watsonville.			

Sunshine Vista Phased Development Project | **Mitigation Monitoring and Reporting Program**

Mitigation Measure	Action Required	Implementation Timing	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
MM BIO-2E. Prevention of Entrapment To prevent the inadvertent entrapment of individuals, all excavated, steep-walled holes or trenches shall be covered at the end of each workday with plywood or similar materials. If this is not possible, one or more escape ramps constructed of earth fill or wooden planks shall be established in the hole. Before such holes or trenches are filled, they shall be thoroughly inspected for any animals. If at any time a California red-legged frog is found trapped or injured in these holes, the individual shall be relocated to the pre-approved relocation site(s) identified as part of mitigation measure MM BIO-2b by an approved biologist.	Ensure excavation is covered or escape ramps constructed according to measure. Ensure that if a California red-legged frog is found in excavations, it be relocated by an approved biologist.	During project construction.	Daily, throughout project construction, but only when open excavations are present.	City of Watsonville.			
MM BIO-2F. Delineation of Work Area The boundaries of the work area shall be clearly delineated with Environmentally Sensitive Area fencing (orange-colored, plastic construction fencing), to prevent workers or equipment from inadvertently straying from the work area. All construction personnel, equipment, and vehicle movement shall be confined to designated construction and staging areas. Staging areas are restricted to areas delineated in the project plans and encompassed by the Environmentally Sensitive Area fencing.	Ensure Environmentally Sensitive Area fencing is installed.	Install Environmentally Sensitive Area fencing prior to start of project construction. Continue implementing mitigation measure during project construction.	Periodically throughout construction.	City of Watsonville.			
MM BIO-2G. Food Trash Removal All food trash from project personnel shall be placed in containers with secure lids before the end of work each day in order to reduce the likelihood of attracting predators to the project site. If containers meeting these criteria are not available, all rubbish shall be removed from the project site at the end of each work day.	Ensure food trash is disposed of as specified in the measure.	During project construction.	Periodically throughout construction.	City of Watsonville.			
MM BIO-2H. Biological Monitoring A biologist approved by the USFWS and CDFW shall remain onsite at all times during project activities that occur within mapped riparian ruderal grassland,	Ensure an approved biologist is present during construction activities occur within the specified	During project construction.	Daily throughout construction occurring within the specified	City of Watsonville – qualified biologist.			

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riparian ornamental woodland, and perennial freshwater marsh habitats. Prior to commencement of construction activities each day, the CDFW/USFWS-approved biologist shall survey the project site to ensure no special-status species are within the work area. At all times biological monitors shall be located on the project site so that each area of work can be observed to avoid take of special-status species. Any California red-legged frogs found in areas where they could be impacted by work activities shall be relocated to the pre-approved relocation site(s) identified by mitigation measure MM BIO-2b. If any California red-legged frogs are killed or injured during work activities, the USFWS shall be contacted within 24 hours. The CDFW/USFWS-approved biologist shall have the authority to halt any action that may result in the take of special-status species.	habitats. Ensure the biologist surveys these habitats daily, while construction is ongoing in these habitat areas. Ensure that if a California red-legged frog is found, it be relocated by an approved biologist. Ensure injury or mortality of California red-legged frog is reported to USFWS within 24 hours. Ensure the biologist halts work that they determine may result in take.		habitats.				
MM BIO-2I. Work Window Phase two initial site grading, surface trash and fence removal, tree pruning, outfall construction, and soil remediation activities shall be restricted to the dry season (i.e., April 15 through October 15), and no vegetation removal or project work in mapped riparian or perennial freshwater marsh habitats shall occur during or within 24 hours following a measurable rainfall event.	Ensure initial site grading, trash and fence removal, and soil remediation occurs only during the dry season. Ensure that no vegetation removal within riparian or perennial freshwater marsh habitats occurs during or within 24 hours following a measurable rainfall event.	During project construction.	Periodically throughout construction; and following all measurable rainfall events during construction.	City of Watsonville.			
MM BIO-2J. Documentation and Reporting If federally and/or state protected species are harmed, a biologist approved by the USFWS and CDFW shall document the circumstances that led to harm and shall determine if project activities should cease or be altered in an effort to avoid additional harm to these species. Dead or injured special status-species shall be disposed of at the discretion of the CDFW and USFWS. All incidences of harm shall be reported to the	Ensure an approved biologist documents incidents of injury or mortality of protected species. Ensure that project activities are halted, as applicable, based on the discretion of the biologist.	During project construction.	Ongoing throughout project construction.	City of Watsonville – qualified biologist.			

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CDFW and USFWS within 48 hours.	Ensure incidences of harm are reported to CDFW and USFWS within 48 hours.						
MM BIO-2K. Pre-Construction California Red-Legged Frog Surveys Within two weeks of the initiation of construction activities for phase two, including mobilization and staging, a biologist approved by the USFWS and CDFW shall conduct a survey of the construction area for all life stages of California red-legged frog. All areas where this species occurs shall be avoided until the approved biologist has determined that this species is no longer present. No life stages of this species shall be relocated without either a USFWS-approved Biological Opinion or a take authorization from the USFWS and/or CDFW. If relocation is authorized, the species shall be taken to the relocation site determined by mitigation measure MM BIO-2b prior to initiation of construction activities.	Ensure approved biologist conducts surveys for California red-legged frog. If applicable, an authorized, ensure California red-legged frog are relocated.	Within two weeks prior to the start of project construction.	Once.	City of Watsonville – qualified biologist.			
MM BIO-2L. California Red-Legged Frog Habitat Avoidance and Minimization If California red-legged frogs are detected in the vicinity of the project site, a biologist approved by the USFWS and CDFW shall be present onsite during all ground disturbing activities, including vegetation removal, grading, and exclusion fence installation and removal. Once these activities have been completed, the approved biologist shall conduct periodic inspections of the work site of not less than once per week when construction activities are occurring in/adjacent to suitable habitat. Additional site visits should occur during rain events when special-status amphibians are likely to be mobile to ensure that they are not entering work areas. Work activities in or adjacent to suitable habitat shall be completed between April 15 and October 15 to the greatest extent feasible. All vehicle maintenance/fueling/staging shall occur no less than 100 feet from any riparian habitat or water	If California red-legged frogs are detected ensure approved biologist is onsite during all ground disturbing activities, including vegetation removal, grading, and exclusion fence installation and removal. After activities are complete, ensure the biologist conducts periodic inspections weekly, and during rain events. Ensure construction activities are completed between April 15 and October 15 to the extent feasible.	During project construction.	Daily during all ground disturbing activities, including vegetation removal, grading, and exclusion fence installation and removal; and weekly following completion of these activities throughout the duration of construction. Daily during rain events.	City of Watsonville – qualified biologist.			

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body. Suitable containment procedures shall be implemented to prevent spills. A minimum of one spill kit shall be available at each work location near riparian habitat or water bodies. The CDFW/USFWS-approved biologist shall remove invasive aquatic species such as bullfrogs and crayfish from suitable aquatic habitat whenever observed and shall dispatch them in a humane manner and dispose of properly.	Place conditions of approval on the grading permit and building permit requiring staging and refueling areas are located at least 100 feet from riparian habitat or water bodies. Ensure spill kits are onsite at the rate specified. Ensure the biologist removes invasive aquatic species in a humane manner.						
MM BIO-2M. Onsite Riparian Enhancement The project applicant shall compensate for phase two project impacts on breeding and foraging habitat for California red-legged frogs by restoring high quality, natural/historical functions to the low-quality, degraded riparian habitat and perennial freshwater marsh habitat within the project site, as described in the Sunshine Vista Development Project MMP (H.T. Harvey & Associates, 2017b) (Appendix G). The proposed mitigation shall be commensurate with the amount and type of impact arising from phase two of the project, and shall provide habitat for the California red-legged frog of greater value than the habitat being affected on the project site. The project applicant shall use a combination of nonnative eucalyptus removal, selective invasive plant control, and arroyo willow revegetation to restore native willow thicket habitat along Watsonville Slough, as described in the MMP (Appendix G). Both temporary and permanent impacts to perennial freshwater marsh habitat from phase two of the project shall be restored through natural re-establishment and active planting with locally collected arroyo willow thicket plantings. These plantings shall provide cover, foraging	Ensure restoration of existing riparian habitat and perennial freshwater marsh habitat within the project site, in accordance with the MMP provided in Appendix G of the Final EIR. Ensure arroyo willow thicket planting occurs as specified in the mitigation measure. Ensure invasive and nonnative trees are cut and removed according to the specifications of the mitigation measures, and are flagged prior to cutting by a qualified biologist. Ensure sprouting of cut trees is control and prevented. Ensure the soil remediation area on APN	Sunshine Vista Development Project MMP to be submitted to USFWS at least 30 days prior to the start of construction of phase two of the project. Execute the habitat restoration activities described in the measure and MMP during and following project construction.	Periodically following completion of construction until restoration success is confirmed.	City of Watsonville – qualified biologist.			

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<p>opportunities, and egg mass attachment site for California red-legged frogs. Native willow cuttings shall be planted in 50-foot-long by 10-foot-wide thickets along the waterline along approximately 1,400 linear feet of slough adjacent to and in the project site. The thickets shall be separated by approximately 50-foot-long gaps to promote natural recruitment and habitat diversity along the slough edge. Initial willow thicket planting effort shall provide approximately 0.16 acre of native dominated riparian habitat.</p> <p>Approximately 83 nonnative eucalyptus trees and up to 10 additional nonnative trees would be cut and removed from the mitigation area. Each stump shall be cut at ground level and left in place to minimize ground disturbance and preserve bank stability. No native riparian trees shall be removed. Prior to tree removal activities, a qualified biologist shall conduct a tree survey to identify all existing trees within the restoration area to ensure only non- native trees will be removed. All nonnative trees to be removed shall be flagged clearly in the field by the qualified biologist and removed to ensure the success of planting and recruitment of native riparian plants. Because the eucalyptus trees in the mitigation area are mature and have extensive root systems, the eucalyptus stumps shall be left in place. Leaving these in place will prevent bank failure or destabilization while still removing the undesirable litter input and shading of the shoreline. The stumps shall be ground down to surface level. However, ongoing control activities shall be required to prevent re-sprouting of these trees. The project applicant shall be responsible for conducting control activities. Re-sprouting control activities shall be conducted with hand tools and power tools that do not require ground disturbance, such as pruning shears, hand saws and chain saws. Similarly, backpack sprayers not requiring ground disturbance shall be used for application of herbicides to control re-</p>	<p>018-381-01 is seeded with a native grassland mix and planted with California rose, poison oak, and coyote brush following completion of remediation activities.</p> <p>Place as a condition of approval on the grading and building permits that USFWS approval of the MMP (Appendix F of the Final EIR) must be obtained and provided at least 30 days before the start of project construction.</p>						

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<p>sprouting. Control activities shall be conducted for a period of two years, commencing within 30 days of stump grinding. An assessment shall be made after two years to determine if the applicant must continue to implement control activities or if sprouting has effectively been prevented. Eventually poison oak and blackberry will likely expand to cover the stump areas. Removal and ongoing control of nonnative, invasive species shall be required in the immediate vicinity of the willow thicket planting areas. However, due to the potential presence of California red-legged frogs and their likely use of areas below the dense Himalayan blackberry, and ivy vegetation, the applicant shall not remove the understory weed infestations within the restored riparian habitat. Disturbance from outfall trenching areas shall be re-seeded with a native grassland seed mix for erosion control, and allowed to naturally revegetate with poison oak and blackberry. The soil remediation area below top of bank on APN 018-381-01 shall be capped due to leachable lead. It shall be excavated, capped with an impermeable asphalt or concrete cap, and then two feet of clean, import soil shall be placed over the cap in a stable configuration. This capped area shall be seeded with a native grassland mix, planted with California rose, poison oak, and coyote brush, and shall be maintained as a sensitive habitat area behind the split rail fence. The project applicant shall submit the MMP (Appendix F) to the USFWS for approval at least 30 calendar days before the date of initial ground disturbance required for phase two of the project. Ground disturbance shall not be initiated until approval of the MMP has been received from the USFWS. The project applicant is ultimately responsible for overseeing implementation of activities described in the MMP, including any modifications, revisions, or additions pending USFWS approval, and shall be responsible for funding the planning and implementation of any remedial measures</p>							

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<p>required by the USFWS.</p> <p>MM BIO-3. Nesting Bird Avoidance</p> <p>To the extent feasible, construction activities shall be scheduled to avoid the nesting season. If construction activities are scheduled to take place outside the nesting season, all impacts on nesting birds protected under the Migratory Bird Treaty Act and California Fish and Game Code shall be avoided. The nesting season for most birds in Santa Cruz County extends from February 1 through August 31.</p> <p>If it is not possible to schedule construction activities between September 1 and January 31 then preconstruction surveys for nesting birds shall be conducted by a qualified ornithologist to ensure that no nests will be disturbed during project implementation. These surveys shall be conducted no more than seven days prior to the initiation of construction activities and shall be conducted prior to tree removal, tree trimming, or other vegetation clearing. During the survey, the ornithologist shall inspect all trees and other potential nesting habitats, including trees, shrubs, ruderal grasslands, and buildings in and immediately adjacent to the impact areas for nests.</p> <p>If an active nest is found sufficiently close to work areas to be disturbed by these activities, the ornithologist shall determine the extent of a construction-free buffer zone to be established around the nest (typically 300 feet for raptors and 100 feet for other species), to ensure that no nests of species protected by the Migratory Bird Treaty Act and California Fish and Game Code shall be disturbed during project implementation.</p> <p>If construction activities are not be initiated until after the start of the nesting season, all potential nesting substrates, including bushes, trees, grasses, and other vegetation, that are scheduled to be removed by the project shall be removed prior to the start of the nesting season on February 1. This will preclude the initiation</p>	<p>Ensure qualified ornithologist conducted pre-construction nesting bird surveys.</p> <p>If applicable, ensure construction-free buffers are established and maintained until the end of nesting season (August 31) or until a biologist determines the young have fledged the nest.</p>	<p>No more than seven days prior to the initiation of construction activities and prior to tree removal, tree trimming, or other vegetation clearing.</p>	<p>Prior to start of project construction.</p> <p>Ongoing throughout construction occurring during the nesting bird season.</p>	<p>City of Watsonville – qualified biologist.</p>			

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of nests in this vegetation, and prevent the potential delay of the project due to the presence of active nests in these substrates.							
MM BIO-4. Prevent the Spread of Invasive Species Invasive plants found within the phase one and two footprints shall be removed and disposed of in a sanitary landfill, incinerated off-site, or disposed of in a high-temperature composting facility that can compost using methods known to kill weed seeds. Himalayan blackberry has habitat values for the California red-legged frog and shall not be systematically removed from the project site. When removing invasive plant material from the riparian habitat, seed and/or propagule dispersal shall be minimized by bagging material or covering trucks transporting such material from the project site. During construction activities, all seeds and straw materials used on site shall be weed-free, and all gravel and fill material shall be certified weed free to the extent feasible. In addition, construction vehicles and all equipment shall be washed, including wheels, undercarriages, and bumpers, before entering the phase one and two footprints. Vehicles shall be cleaned at existing construction yards or car washes. The project applicant shall document that all vehicles have been washed prior to commencing work. In addition, tools such as chainsaws, hand clippers, and pruners shall be washed before entering the work areas. All washing shall take place where rinse water is collected and disposed of in either a sanitary sewer or a landfill.	Ensure invasive plants are removed and disposed of according to the mitigation measure. Place as conditions of approval on the grading permit that all seeds and straw be certified weed free. Ensure construction equipment and vehicles are washed prior to entering the project site, and that washing is documented. Ensure that tools used for vegetation removal or maintenance, such as chainsaws or pruners are washed before use.	During project construction.	Once before project construction; periodically throughout construction.	City of Watsonville.			
MM BIO-5. Riparian Woodland Protection and Restoration For outfall trenching activities, an air spade shall be used when under the dripline of the riparian canopy to avoid damage to primary root systems of riparian trees. No trees within the riparian zone shall be removed during project construction activities. Prior to the start	Place conditions of approval on the construction and grading permits that an air spade be used for outfall trenching activities under the dripline of the riparian	Install with Environmentally Sensitive Area fencing prior to the start of project construction, and continue	Periodically throughout construction. Following construction until willow planting area meets	City of Watsonville.			

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<p>of construction, the boundaries of the work areas within the riparian zone shall be clearly delineated with Environmentally Sensitive Area fencing (orange-colored, plastic construction fencing), to prevent workers or equipment from inadvertently straying from the work area. All construction personnel, equipment, and vehicle movement shall be confined to designated construction and staging areas. Staging areas are restricted to areas delineated in the project plans and encompassed by the Environmentally Sensitive Area fencing. No staging shall be allowed under the dripline of the riparian canopy.</p> <p>Permanent impacts on the understory of riparian ornamental woodlands shall be mitigated as per the description in mitigation measure MM BIO-2m at a replacement ratio of 2:1 (replacement willow planting area to permanent impact area) for a total of 0.02 acre. Compensation requirements for temporary project-related impacts to riparian woodland shall be based on the removed acreage of understory cover, and shall be mitigated at a replacement ratio of at least 1:1 (willow planting area to shrub removal area) for a total of 0.01 acre. The mitigation shall be deemed complete and the project applicant shall be released from further responsibilities when the final success criteria have been met as determined by the City and responsible permitting agencies.</p>	<p>canopy.</p> <p>Place conditions of approval on the construction and grading permits that no trees within riparian zones be removed.</p> <p>Ensure Environmentally Sensitive Area fencing is installed.</p> <p>Ensure that 0.03 acre of willow planting area be established.</p>	<p>implementing measure during project construction. Implement woodlands habitat mitigation following completion of project construction.</p>	<p>success criteria.</p>				
<p>MM BIO-6. Riparian Ruderal Grassland Community Restoration</p> <p>Temporary impacts to riparian ruderal grassland shall be mitigated at a replacement ratio of 1:1 (replacement planting area to temporary impact area) for a total of 0.32 acre. The mitigation planting area shall be established on the capped area on APN 018-381-01. The capped area shall be seeded with a native grassland mix, planted with California rose, poison oak, and coyote brush, and shall be maintained as a sensitive habitat area behind the split rail fence post</p>	<p>Ensure that 0.32 acre of the capped area on APN 018-381-01 is seeded with a native grassland mix and planted with specified species.</p>	<p>Following completion of soil remediation activities.</p>	<p>Periodically following construction until success criteria are met.</p>	<p>City of Watsonville.</p>			

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construction. The mitigation shall be deemed complete and the project applicant shall be released from further responsibilities when the final success criteria have been met as determined by the City and responsible permitting agencies.							
MM BIO-7. Perennial Freshwater Marsh Community Restoration Permanent impacts on perennial freshwater marsh shall be mitigated at a replacement ratio of 3:1 (replacement willow planting area to impact area) for a total of 0.01 acre. Both temporary and permanent impacts to perennial freshwater marsh habitat shall be restored through natural re-establishment and active planting with locally collected arroyo willow thicket plantings along the Watsonville Slough within the project site. The mitigation shall be deemed complete and the project applicant shall be released from further responsibilities when the final success criteria have been met as determined by the City and the responsible permitting agencies.	Ensure that 0.1 acre of arroyo willow plantings is established.	Following completion of construction activities.	Periodically following construction until success criteria are met.	City of Watsonville.			
Cultural and Tribal Resources							
MM CR-1A. Archaeological Resources Construction Monitoring All project-related ground disturbing activities in native soils at the project site shall be monitored by a qualified archaeologist. Archaeological monitoring shall be performed under the direction of an archaeologist meeting the Secretary of the Interior's Professional Qualification Standards for archaeology (National Park Service, 1983). Should the project site be determined to have little if any potential to yield subsurface cultural resources deposits, the qualified archaeologist may recommend that monitoring be reduced or eliminated after consulting with the City and Native American representatives.	Ensure qualified archaeologist is present to monitor all ground disturbing construction activities.	Concurrent with the start of project construction.	Ongoing throughout project construction involving ground disturbance.	City of Watsonville-qualified archaeologist.			
MM CR-1B. Unanticipated Discovery of Cultural Resources In the event that cultural resources are encountered	Stop work upon discovery of cultural resources. Ensure qualified	Concurrent with the start of project construction.	Ongoing throughout project	City of Watsonville-qualified archaeologist.			

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during ground-disturbing activities, work in the immediate area shall halt, and the qualified archaeologist shall evaluate the find. Evaluation of significance for the find may include the determination of whether or not the find qualifies as an archaeological site. If necessary, the evaluation shall require preparation of a treatment plan and archaeological testing for CRHR eligibility. If the discovery proves to be significant under CEQA and cannot be avoided by the project, additional work, such as data recovery excavation, may be warranted to mitigate any significant impacts to historical resources. Mitigation of significant impacts to the find may include a damage assessment of the find, archival research, and/or data recovery to remove any identified archaeological deposits, as determined by the qualified archaeologist. After effects to the find have been appropriately mitigated, work in the area may resume.	archaeologist evaluates the discovery for significance. If required, prepare a treatment plan and archaeological testing. If resource is determined significant, implement additional mitigation determined by qualified archaeologist.		construction involving ground disturbance.				
MM CR-2A. Worker Environmental Awareness Program Training Before initiation of ground-disturbing activity, Worker Environmental Awareness Program training shall be administered by a qualified paleontologist, as defined by SVP (2010), or his or her designated representative. The training shall include a brief overview of the significance and legal protection of paleontological resources as well as information regarding the types of fossil resources that workers might encounter during construction. A copy of the training program in the form of handouts shall be left with construction managers to distribute to new personnel that join the project construction crew after the Worker Environmental Awareness Program training has been administered.	Ensure a qualified paleontologist provides specified training to construction personnel.	Prior to start of project construction. Repeat with new hire of construction staff.	Once prior to construction; and repeat for new construction personnel.	Project proponent-qualified paleontologist.			
MM CR-2B. Unanticipated Discovery of Paleontological Resources If fossils are discovered by construction personnel, all work in the immediate vicinity of the find shall cease and a qualified paleontologist shall be contacted to	Stop work upon discovery of fossils and contact qualified paleontologist. Ensure qualified archaeologist evaluates	Concurrent with the start of project construction and during project construction.	Ongoing throughout project construction involving ground	City of Watsonville-qualified paleontologist.			

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evaluate the find before restarting work in the area. A qualified paleontologist is defined by the SVP standards as an individual with a master's of science or doctorate degree in paleontology or geology who is experienced with paleontological procedures and techniques, who is knowledgeable in the geology of California, and who has worked as a paleontological mitigation project supervisor for a least one year (SVP, 2010). If the qualified paleontologist determines that the fossil or fossils are scientifically significant, the find shall be recovered under his or her supervision. If necessary, the paleontologist shall have the authority to temporarily direct, divert, or halt construction activity to ensure that the fossil or fossils can be removed in a safe and timely manner. Once salvaged, significant fossils shall be identified to the lowest possible taxonomic level, prepared to a curation-ready condition and curated in a scientific institution with a permanent paleontological collection, such as the University of California Museum of Paleontology, along with all pertinent field notes, photos, data, and maps. Fossils of undetermined significance at the time of collection may also warrant curation at the discretion of the qualified paleontologist. Additional measures such as implementation of a Paleontological Mitigation and Monitoring Program and preparation of a final mitigation and monitoring report may also be warranted. Potential mitigation required in a Paleontological Mitigation and Monitoring Program may include, but would not be limited to identification of areas requiring monitoring, contracting of a qualified paleontological monitor(s) to conduct ongoing monitoring, collection of paleontological resources and associated data, curation of paleontological resources in an accredited institution and preparation of a final mitigation and monitoring report.	the fossils for significance before work resumes. If the fossil or fossils are scientifically significant, the find shall be recovered under supervision of the qualified paleontologist. Ensure significant fossils are identified, prepared for curation, and curated in a scientific institution with a permanent paleontological collection. If determined necessary by the qualified paleontologist, implement and adhere to a Paleontological Mitigation and Monitoring Program.		disturbance.				

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MM CR-4. Native American Construction Monitoring A Native American representative shall monitor all earth-moving activities within native soil. If cultural materials that may be important to Native Americans are identified during construction, work in the immediate area must halt and the find evaluated for significance under CEQA. Should the project site be determined to have little if any potential to identify cultural materials that may be important to Native Americans, the Native American representative may recommend that monitoring be reduced or eliminated after consulting with the City.	Ensure a Native American representative is allowed monitoring access. Ensure work is stopped if potential Native American materials or artifacts are discovered. Reduce or eliminate monitoring if the Native American representative provides recommendations.	Concurrent with the start of project construction, and throughout project construction.	Ongoing throughout project construction involving ground disturbance.	City of Watsonville.			
Geology and Soils							
MM GEO-2. Design-level Geotechnical Investigation and Final Grading Plan Prior to issuance of a grading permit for phase two of the project, a design-level geotechnical investigation shall be conducted and must show that slopes and retaining walls on the project site would be stable under both static and seismic conditions. The design-level geotechnical investigation shall be prepared by a Registered Professional Geotechnical Engineer and shall provide slope stability analyses based on the final project design and shall include adequate factors of safety for both static and seismic conditions. The design-level geotechnical investigation shall evaluate the final grading plan for the project as well as final design plans for onsite structures and foundations. The design-level geotechnical investigation shall recommend slope stabilization measures, as necessary, to ensure that soils on the project site remain stable following grading and construction of onsite structures under both static and seismic conditions. These measures shall be incorporated into the final grading plans to ensure slopes are stable under the conditions analyzed in the design-level geotechnical investigation. Slope stabilization	Ensure a design-level geotechnical investigation prepared by a registered engineer is provided showing that slopes and retaining walls on the project site would be stable under both static and seismic conditions. Ensure that recommendations and slope stability measures contained in the geotechnical investigation are incorporated into final grading plans.	Prior to issuance of grading permit.	Once, and then periodically throughout construction.	City of Watsonville.			

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measures may include, but are not limited to: decreasing the inclination or height of the graded slope, backfilling with lightweight material, installing plastic mesh reinforcements or rock-filled buttresses, installing drain pipes or other drainage systems, installing retaining walls, or installing anchors, bolts, or micro-piles, or chemically treating the soil to stabilize the slope.							
Hydrology and Water Quality							
MM HWQ-1. Raingarden Operations and Maintenance Manual The project applicant shall prepare an Operations and Maintenance manual for the proposed raingardens. The Operations and Maintenance manual shall include, at a minimum, a schedule of annual maintenance activities that the applicant shall be responsible for completing. In order to facilitate maintenance of the raingardens, the Operations and Maintenance manual shall specify that the raingardens will be planted with native grasses, sedges and rushes, and that planting of trees in the raingarden shall be avoided. The Operations and Maintenance manual shall also prohibit maintenance activities from occurring during the breeding season of California red-legged frog (December through May), and that ideally maintenance shall be conducted during September. The applicant shall submit the Operations and Maintenance manual to the City for review and approval prior to issuance of the site grading or building permits for phase two of the project.	Confirm submittal of an Operations and Maintenance manual containing the information specified in the mitigation measure. Ensure that the measures specified in the Operations and Maintenance manual are adhered to.	Prepare and approve Operations and Maintenance manual prior to issuance of grading or building permits. Implement measures contained in the Operations and Maintenance manual during and following project construction.	Once prior to permit issuance; then periodically throughout construction. Continue monitoring through operation.	City of Watsonville.			
Noise - see amendment to N-6 per Council Reso 29-19 on page 56							
MM N-6. Construction Noise Reduction Techniques <ul style="list-style-type: none"> During project construction, all equipment, fixed or mobile, shall be operated with closed engine doors and shall be equipped with properly operating and maintained mufflers consistent with manufacturers' standards. The contractor shall provide staging areas 	Place conditions of approval on project requiring noise reduction in accordance with the mitigation measure.	Prior to issuance of grading or building permits; throughout project construction.	Periodically throughout project construction.	City of Watsonville.			

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Mitigation Measure	Action Required	Implementation Timing	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
<p>onsite to minimize off-site transportation of heavy construction equipment. These areas shall be located to maximize the distance between activity and sensitive receptors. This would reduce noise levels associated with most types of idling construction equipment.</p> <ul style="list-style-type: none"> A temporary sound attenuation barrier shall be erected along the north, south, and west edge of the project site prior to construction activity. This barrier must break the line of sight between construction areas and the ground floor level of adjacent residences and shall be designed to achieve the maximum sound attenuation feasible. Barrier design and its acoustic properties shall be based on a site-specific acoustic analysis prepared by a qualified acoustic engineer prior to issuance of grading or construction permits. The project applicant and/or construction contractor(s) must use the newest available power construction equipment with standard recommended noise shielding and muffling devices. 							
Transportation/Traffic							
MM TRA-2A. Right Turn Overlap Signal Phase The project applicant shall add an eastbound Main Street (Highway 152) right turn overlap signal phase to the intersection of Ohlone Parkway – Clifford Avenue/Main Street. The addition of this signal phase would allow eastbound Main Street right turn traffic to proceed unimpeded while the northbound Ohlone Parkway left turn traffic is also moving.	Place conditions of approval on project to require the addition of the right turn overlap signal phase to the intersection of Ohlone Parkway – Clifford Avenue/Main Street.	Prior to issuance of grading or building permits.	Once.	City of Watsonville.			
MM TRA-2B. Signal Timing and Coordination The project applicant shall provide for minor signal timing adjustments at the intersection of Green Valley Road/Main Street (Highway 152). The project applicant shall accomplish these timing adjustments by either re-optimizing the signal coordination along Main Street, or	Place conditions of approval on project to require the specified minor signal timing adjustments at the intersection of Green Valley Road/Main	Prior to issuance of grading or building permits.	Once.	City of Watsonville.			

Sunshine Vista Phased Development Project | **Mitigation Monitoring and Reporting Program**

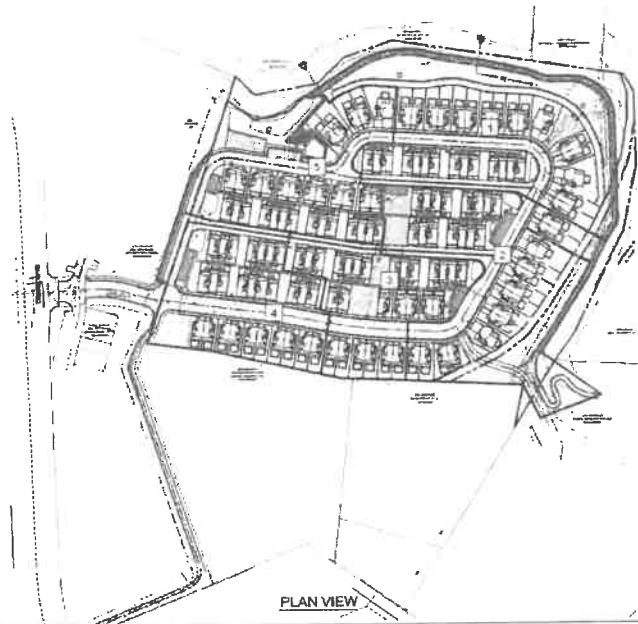
Mitigation Measure	Action Required	Implementation Timing	Monitoring Frequency	Responsible Agency or Party	Compliance Verification		
					Initial	Date	Comments
by providing pro rata contribution to include this intersection in the City's Adaptive Traffic Control System along Green Valley Road and install the intersection improvements requested via Caltrans encroachment permit application 0518 NSN 0244, SCR-152-T0.68. The encroachment permit application calls for the installation of a 2070 Naztec controller with SynchroGreen Adaptive module, network switch, and PTZ camera. Implementation of this mitigation measure will require Caltrans approval. The project applicant shall work with Caltrans and the City to finalize required signal timing modifications.	Street.						
MM TRA-4. Construction Traffic Routes Construction truck traffic shall travel to and from the site via Beach Street and Ohlone Parkway south of the site. Construction truck traffic must avoid travelling along the Main Street corridor and immediately in front of the Landmark Elementary School. Additionally, a flagger shall be provided where construction truck traffic enters and exits Ohlone Parkway.	Place conditions of approval on project to require construction truck traffic to use the routes specified in the mitigation measure. Ensure a flagger is provided where construction truck traffic enters and exits Ohlone Parkway.	Prior to issuance of grading or building permits.	Once prior to permit issuance; then periodically throughout construction.	City of Watsonville.			

Mitigation Measure N-6. Construction Noise Reduction Techniques (Revised)

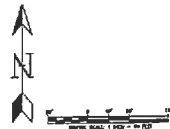
- During project construction, all equipment, fixed or mobile, shall be operated with closed engine doors and shall be equipped with properly operating and maintained mufflers consistent with manufacturers' standards.
- The contractor shall provide staging areas onsite to minimize off-site transportation of heavy construction equipment. These areas shall be located to maximize the distance between activity and sensitive receptors. This would reduce noise levels associated with most types of idling construction equipment.
- A temporary sound attenuation barrier shall be erected along the north, south, and west edge of the project site prior immediately subsequent to the completion of the grading activities along the westerly edge of the project site construction activity. This barrier must break the line of sight between construction areas and the ground floor level of adjacent residences to the west and shall be designed to achieve the maximum sound attenuation feasible. Barrier design and its acoustic properties shall be based on a site-specific acoustic analysis prepared by a qualified acoustic engineer prior to issuance of grading or construction permits.
- During project construction, all unnecessary idling of equipment with internal combustion engines shall be prohibited.
- Heavy construction activity shall be limited to weekdays between 9:00 am and 5:00 pm and Saturdays between 9:00 am and 4:00 pm, with no construction on Sundays or holiday. This measure is applicable through the duration of all grading activities.
- The project applicant shall designate a "disturbance coordinator" who would be responsible for responding to any complaints about construction noise. The disturbance coordinator shall be responsible for determining the cause of the noise complaint (e.g., bad muffler, etc.) and shall require that reasonable measures be implemented to correct the problem to the satisfaction of the Community Development Director.
- The project applicant and/or construction contractor(s) must use the newest available power construction equipment with standard recommended noise shielding and muffling devices.

EXHIBIT H
TENTATIVE MAP

511 OHLONE PARKWAY
WATSONVILLE, CALIFORNIA 95076

[illegible]

INDEX OF SHEETS	
INDEX TWO	ASAP/TPP
C18	CONTRACTS
C19	FINANCIAL CONDITION
C20	FINANCIAL STATEMENT
C46	SETTLEMENT AND DISBURSEMENT LAST YEAR
C47	SETTLEMENT AND DISBURSEMENT THIS YEAR
C48	REVENUE FROM THE PROPOSED PLAN
C51	FINANCIAL STATEMENT OF THE PROPOSED PLAN
C52	FINANCIAL STATEMENT OF THE PROPOSED PLAN
C53	FINANCIAL STATEMENT OF THE PROPOSED PLAN
C54	FINANCIAL STATEMENT OF THE PROPOSED PLAN
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C99	FINANCIAL STATEMENT OF THE PROPOSED PLAN
C100	FINANCIAL STATEMENT OF THE PROPOSED PLAN



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RAMSEY
THE CHINESE MARKET
SINCE 1972
1905 BROADWAY
NEW YORK, NY 10014
212 691-1234



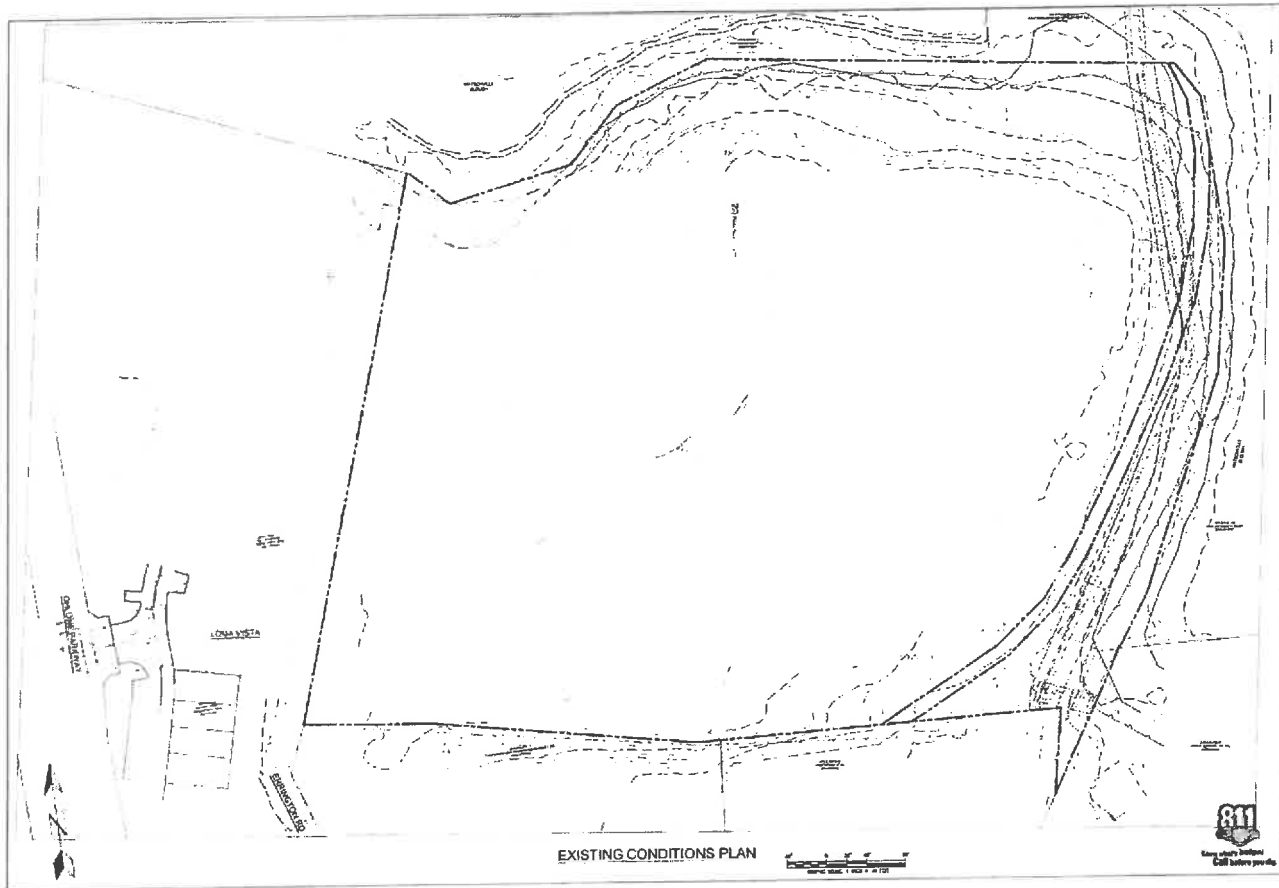
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PLANT TYPE
RESIDENTIAL
SUNSHINE

78

COVER SHEET
HILLCREST SUBDIVISION
510 OHLONE PARKWAY, WATSONVILLE, CA 95071

A blank, lined page from a notebook, showing horizontal ruling lines and a vertical margin line. The page is slightly aged and has some faint smudges.

C10



RAMSEY

REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 10000 LOMA VISTA DRIVE, SUITE 100
 SAN JOSE, CA 95131
 (408) 261-1000

APPROVED FOR THE CITY OF SAN JOSE
 CIVIL ENGINEER
 10000 LOMA VISTA DRIVE, SUITE 100
 SAN JOSE, CA 95131
 (408) 261-1000

EXISTING CONDITIONS
 HILLCREST SUBDIVISION
 510 OHLONE PARKWAY, WATSONVILLE, CA 95076

APPROVED FOR THE CITY OF SAN JOSE
 CIVIL ENGINEER
 10000 LOMA VISTA DRIVE, SUITE 100
 SAN JOSE, CA 95131
 (408) 261-1000

DATE: 01/15/14
 DRAWN BY: J. [illegible]
 CHECKED BY: J. [illegible]
 APPROVED BY: J. [illegible]

DATE: 01/15/14
 DRAWN BY: J. [illegible]
 CHECKED BY: J. [illegible]
 APPROVED BY: J. [illegible]

811
 Call before you dig

C2.0

IMPERVIOUS AREA BREAKDOWN		
QUANTITY	EXTENT (SQ)	PERCENTAGE (%)
ASPHALT DRIVEWAYS	10,172	10.172
CONCRETE DRIVEWAYS	11,812	11.812
ASPHALT	2,000	2.000
CONCRETE	2,100	2.100
TOTAL	26,084	26.084

- NOTES:
1. PERCENTAGE SHALL BE BASED ON TOTAL IMPERVIOUS AREA.
 2. PERCENTAGE SHALL BE BASED ON TOTAL IMPERVIOUS AREA.
 3. PERCENTAGE SHALL BE BASED ON TOTAL IMPERVIOUS AREA.
 4. PERCENTAGE SHALL BE BASED ON TOTAL IMPERVIOUS AREA.

PARKING BREAKDOWN		
TYPE	QUANTITY	PERCENTAGE (%)
OFF-STREET PARKING	200	20.000
STREET PARKING	10	1.000
TOTAL	210	21.000

TOTAL SPACE REQUIREMENTS		
SPACE TYPE	QUANTITY	PERCENTAGE (%)
OFF-STREET PARKING	200	20.000
STREET PARKING	10	1.000
TOTAL	210	21.000

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STREET PARKING	10	1.000
TOTAL	210	21.000

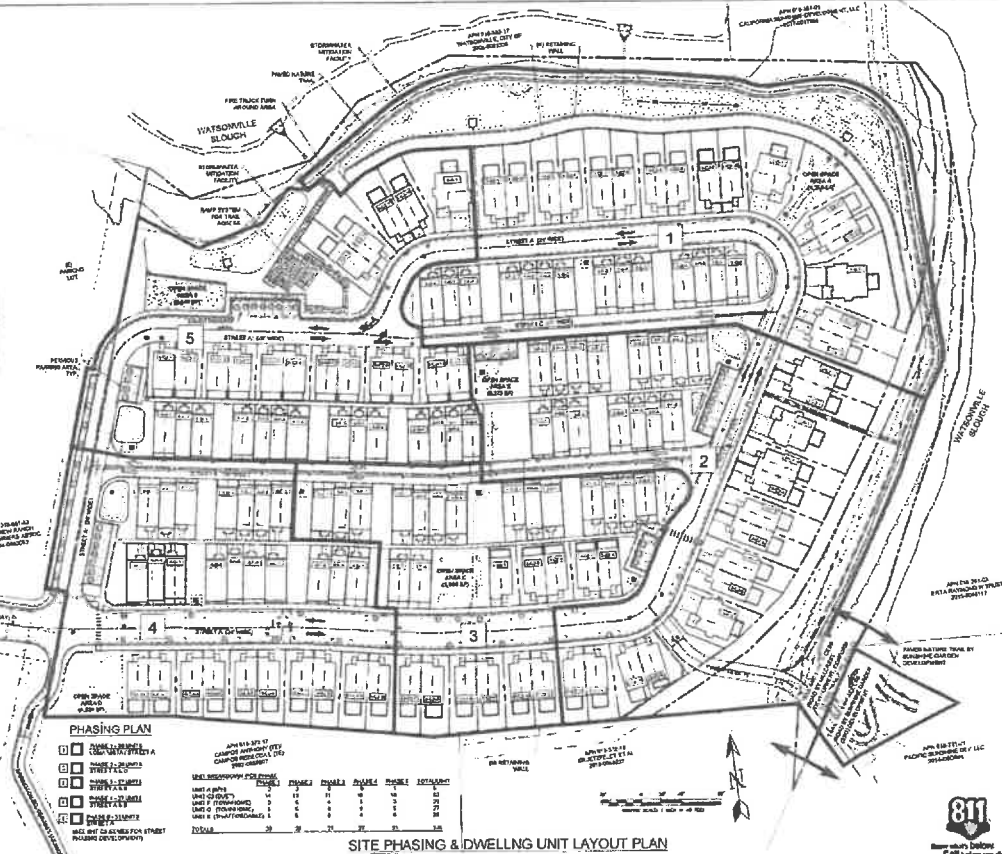
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STREET PARKING	10	1.000
TOTAL	210	21.000



PHASING PLAN

- 1. PHASE 1
- 2. PHASE 2
- 3. PHASE 3
- 4. PHASE 4

- 1. PHASE 1
- 2. PHASE 2
- 3. PHASE 3
- 4. PHASE 4

- 1. PHASE 1
- 2. PHASE 2
- 3. PHASE 3
- 4. PHASE 4

- 1. PHASE 1
- 2. PHASE 2
- 3. PHASE 3
- 4. PHASE 4

- 1. PHASE 1
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- 3. PHASE 3
- 4. PHASE 4

- 1. PHASE 1
- 2. PHASE 2
- 3. PHASE 3
- 4. PHASE 4

- 1. PHASE 1
- 2. PHASE 2
- 3. PHASE 3
- 4. PHASE 4

- 1. PHASE 1
- 2. PHASE 2
- 3. PHASE 3
- 4. PHASE 4

- 1. PHASE 1
- 2. PHASE 2
- 3. PHASE 3
- 4. PHASE 4

SITE PHASING & DWELLING UNIT LAYOUT PLAN

RAMSEY
ARCHITECTS
1000 10TH AVENUE
SUITE 100
SAN FRANCISCO, CA 94103
(415) 774-1000
www.ramseyarchitects.com

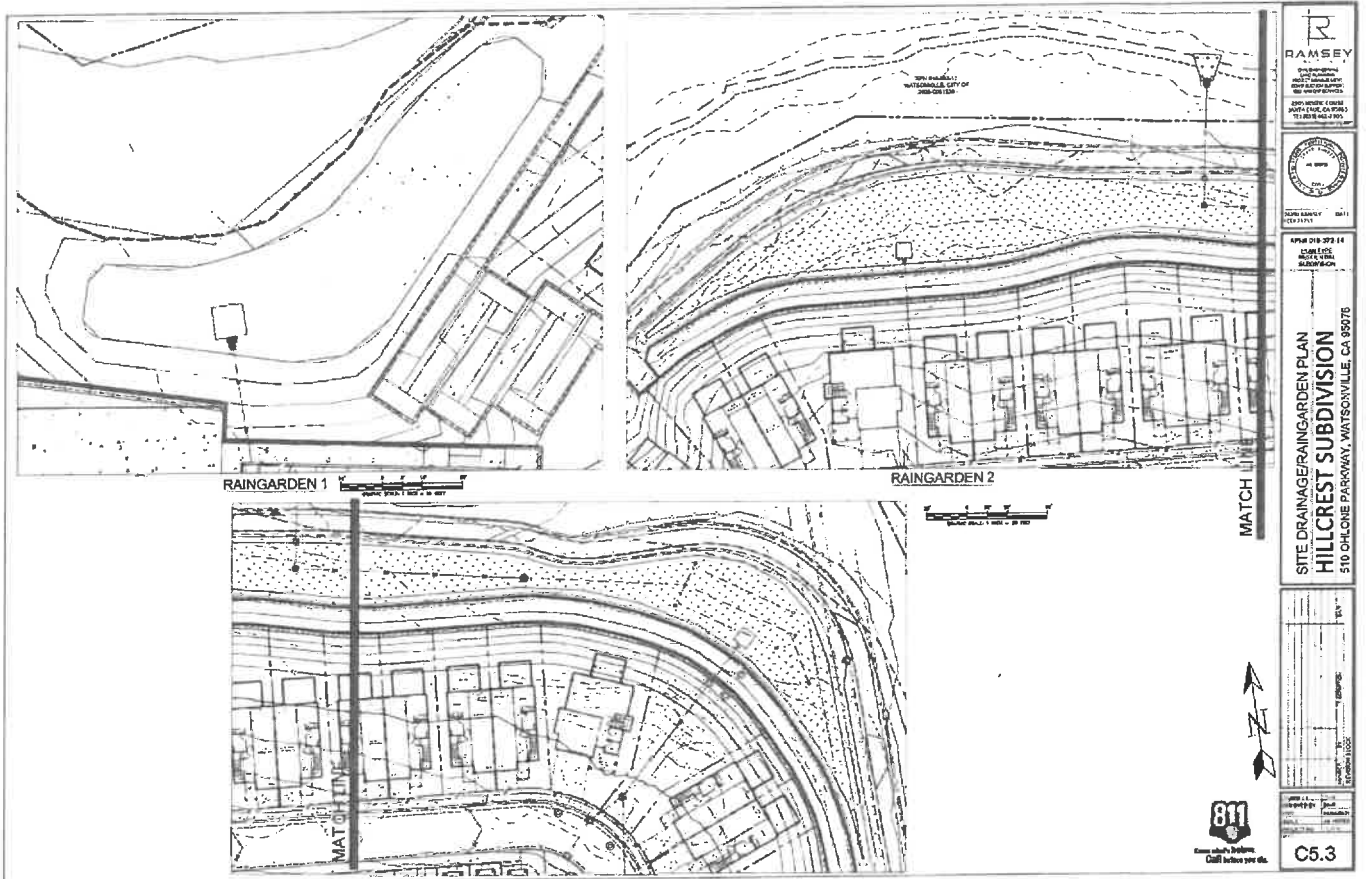
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STATE OF CALIFORNIA
NO. 10000
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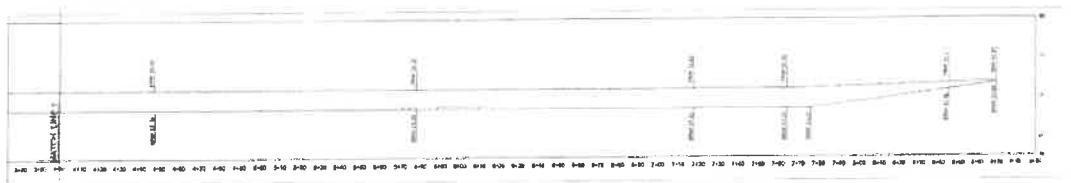
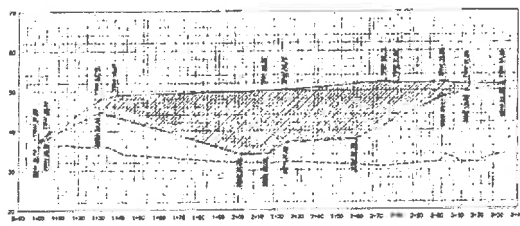
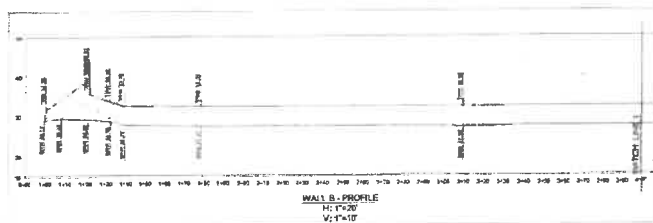
APR 2021
HILLCREST SUBDIVISION
510 OHLONE PARKWAY, WATSONVILLE, CA 95076

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Call before you dig

C4.0





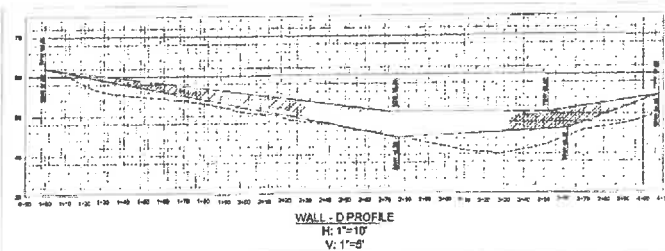
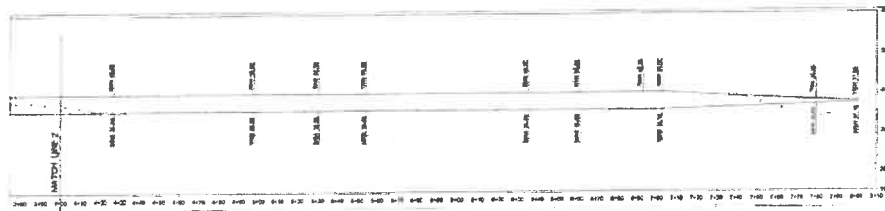
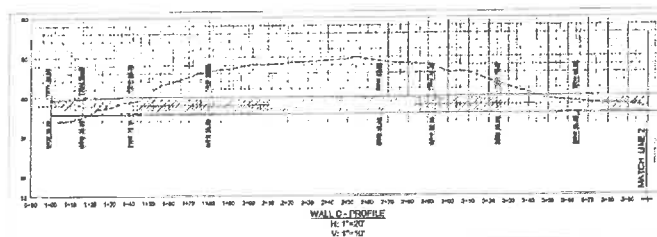


APR 2013-2014
APR 2013-2014
APR 2013-2014

RETAINING WALL PROFILES (WALL A & B)
HILLCREST SUBDIVISION
510 OHLONE PARKWAY, WATSONVILLE, CA 95076

DATE	10/1/13
BY	RAMSEY
CHECKED BY	RAMSEY
APPROVED BY	RAMSEY
SCALE	AS SHOWN
PROJECT NO.	13-001
SHEET NO.	1 OF 1

C5.6



RAMSEY
Civil Engineering
1000 S. Main Street
Suite 100
Watsonville, CA 95076
Tel: (831) 848-2863
Fax: (831) 848-2864

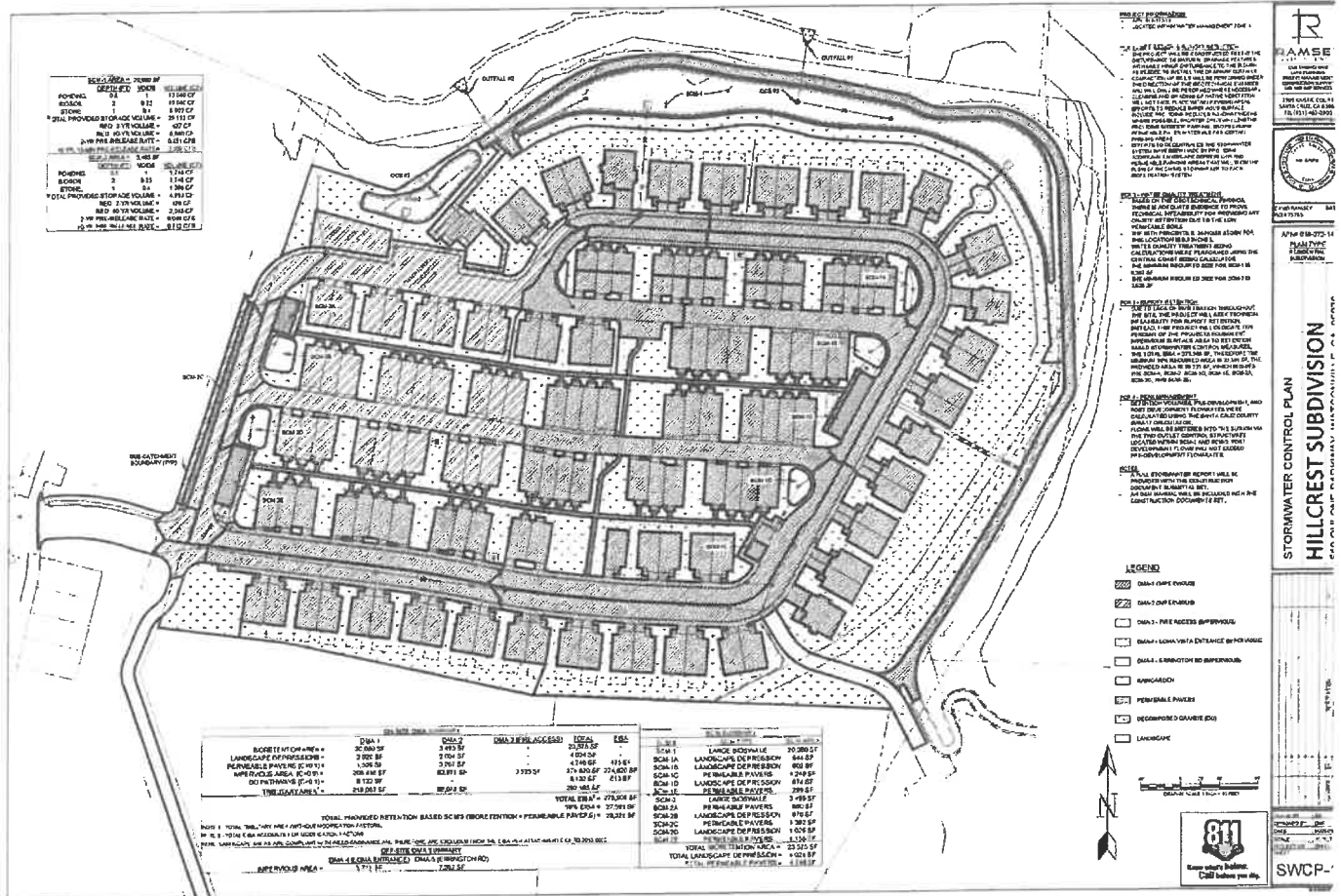


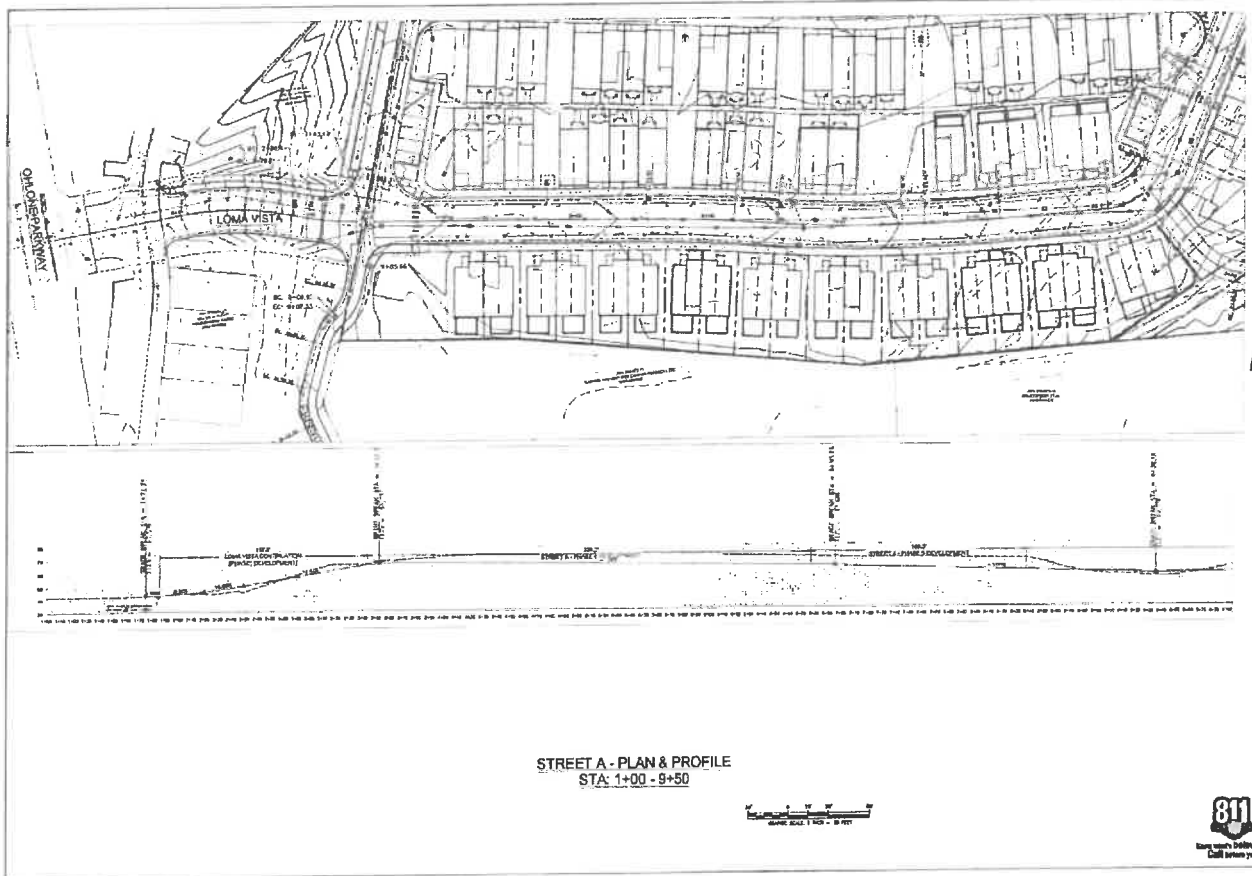
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REVISION

RETAINING WALL PROFILES (WALL C & D)
HILLCREST SUBDIVISION
310 OPLONE PARKWAY, WATSONVILLE, CA 95076

PROJECT NO.	18-01
DATE	1/18/19
BY	JS
CHECKED BY	JS
DATE	1/18/19
PROJECT	18-01

C5.7





RAMSEY
ENGINEERS
10000 N. 10TH AVE., SUITE 100
DENVER, CO 80231
TEL: 303.751.1000
WWW.RAMSEY-ENGINEERS.COM

SEAL
Professional Engineer
No. 12345
State of Colorado
Exp. 12/31/2025

PROJECT
STREET A - PLAN & PROFILE (STA: 1+00 - 9+50)
HILLCREST SUBDIVISION
510 CHLOE PARKWAY, WATSONVILLE, CA 95076

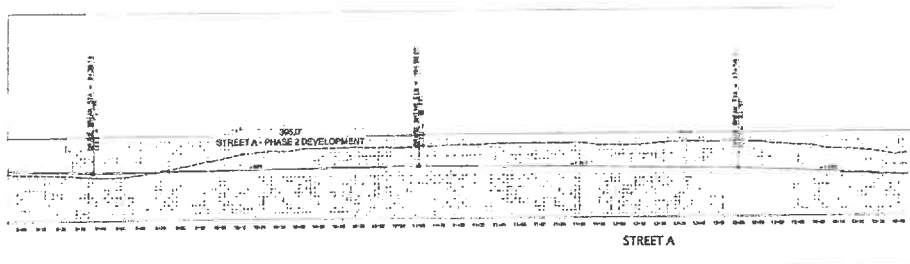
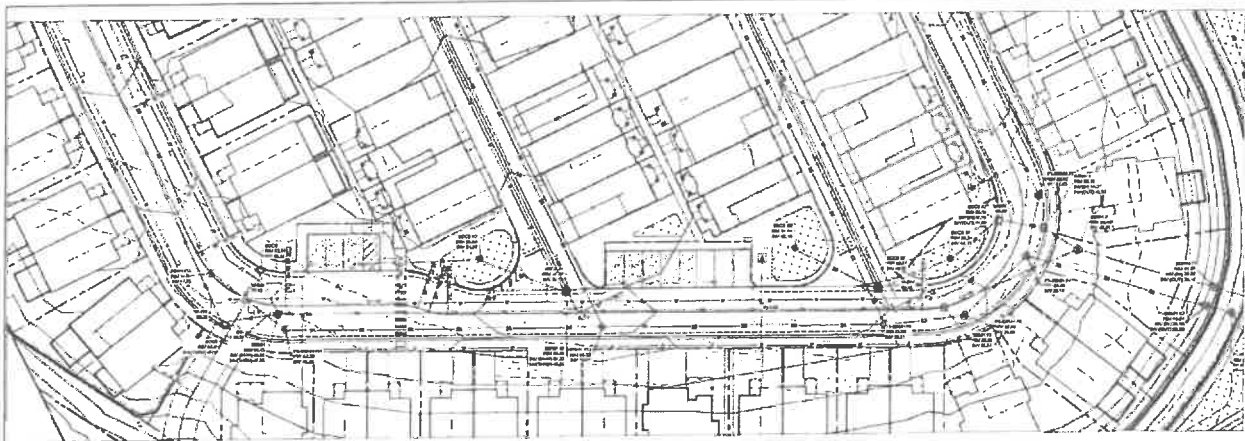
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11/1/2024

BY
[Signature]

CHECKED
[Signature]

APPROVED
[Signature]

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STREET A - PLAN & PROFILE
STA: 8+30 - 13+60



RAMSEY
Professional Engineer
Civil Engineering
1000 S. 10th Street, Suite 100
Watsonville, CA 95076
TEL: (831) 462-2991
www.ramsey-engineers.com



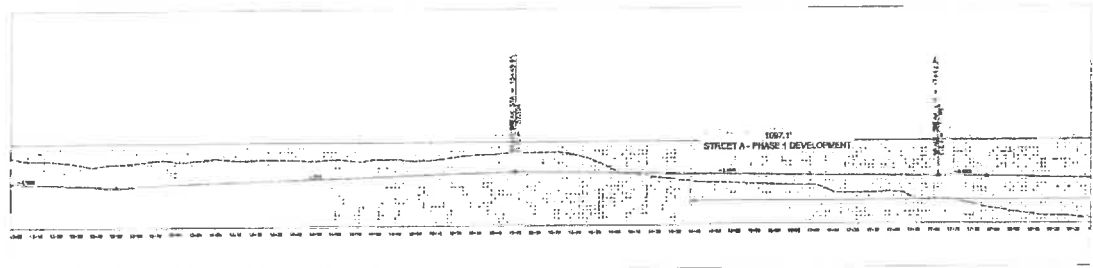
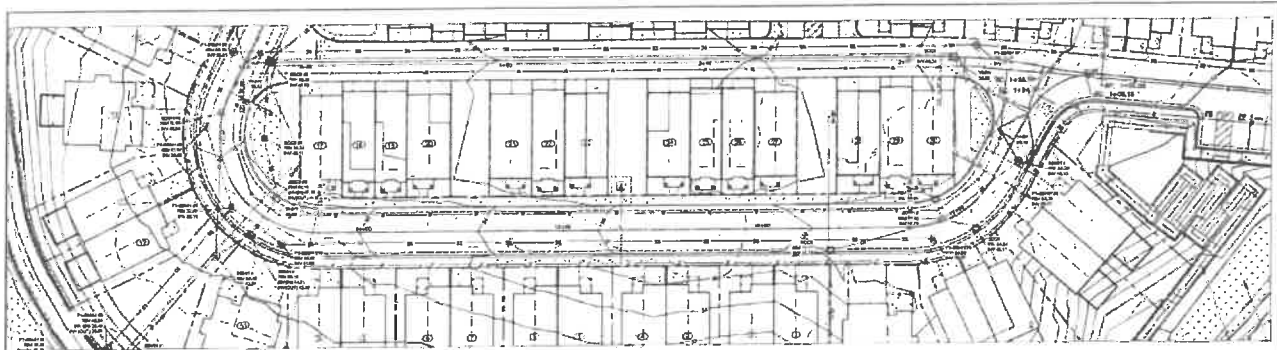
APPROVED BY
JAMES L. RAMSEY
Professional Engineer
Civil Engineering
1000 S. 10th Street, Suite 100
Watsonville, CA 95076
TEL: (831) 462-2991
www.ramsey-engineers.com

STREET A - PLAN & PROFILE (STA: 8+30 - 13+60)
HILLCREST SUBDIVISION
510 OHLONE PARKWAY, WATSONVILLE, CA 95076

NO.	DATE	DESCRIPTION
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2	10/1/2011	REVISION
3	10/1/2011	REVISION
4	10/1/2011	REVISION
5	10/1/2011	REVISION
6	10/1/2011	REVISION
7	10/1/2011	REVISION
8	10/1/2011	REVISION
9	10/1/2011	REVISION
10	10/1/2011	REVISION

PROJECT NO. 11-001
SHEET NO. 11-001
DATE: 10/1/2011
BY: JLR
CHECKED BY: JLR
APPROVED BY: JLR

C6.1



STREET A - PLAN & PROFILE
STA: 13+60 - 18+30



1000 NORTH COUNTY
SUITE 1000
SAN JOSE, CA 95128
TEL: (408) 255-1000



DAVID RAMSEY
P.E. 50583

APPROVED FOR THE CITY OF WATSONVILLE
DATE: 05/14/2014

PROJECT NO. 14-001

DATE: 05/14/2014

PROJECT NO. 14-001

DATE: 05/14/2014

PROJECT NO. 14-001

DATE: 05/14/2014

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DATE: 05/14/2014

PROJECT NO. 14-001

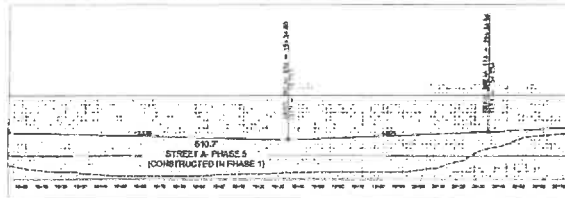
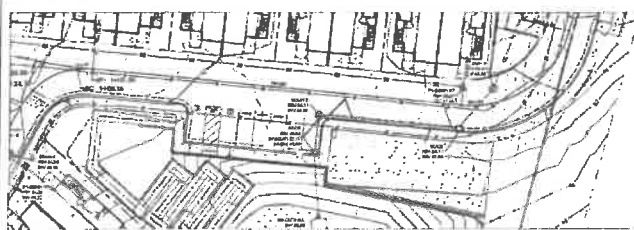
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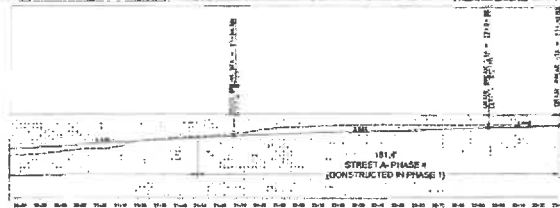
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DATE: 05/14/2014



STREET A - PLAN & PROFILE
STA: 18+20 - 20+64



STREET A - PLAN & PROFILE

STREET A - PLAN & PROFILE
STA: 20+64 - 23+30



200 DOWNEY COURT
SUITE 100
WATSONVILLE, CA 95076
TEL: (831) 851-2300



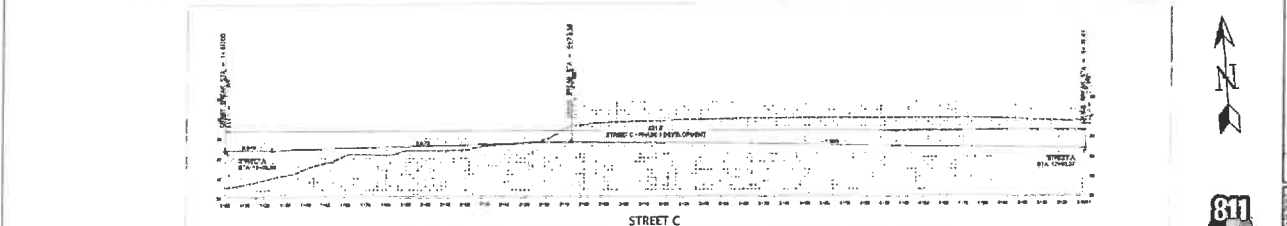
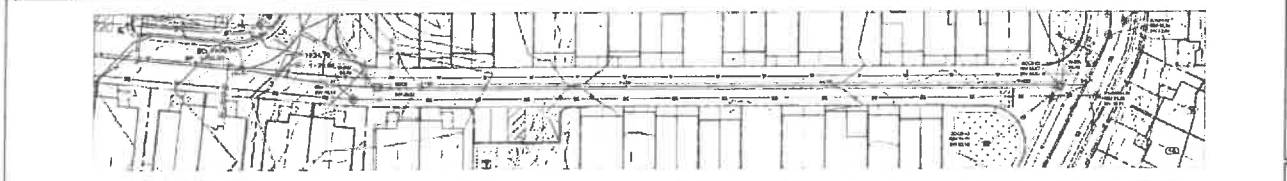
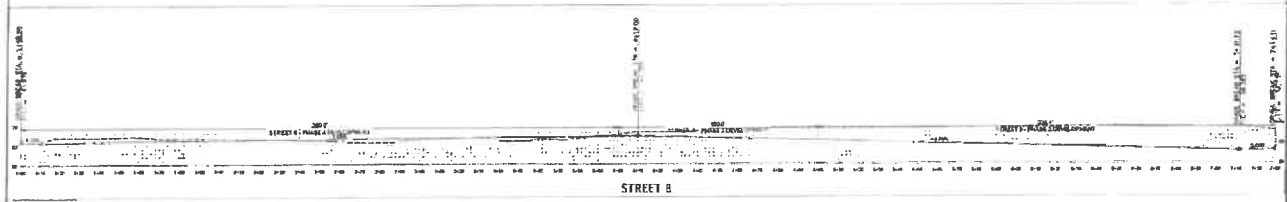
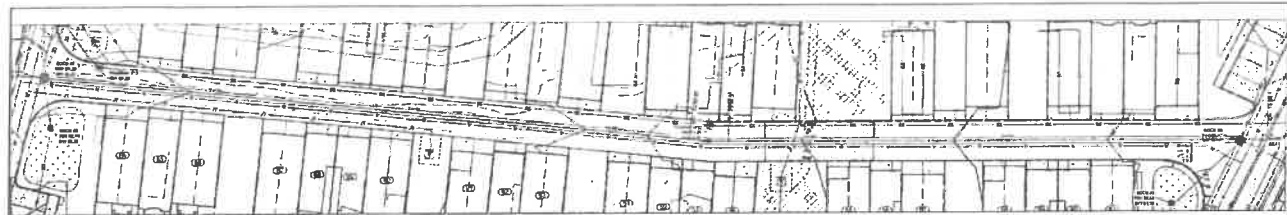
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PROJECT: HILLCREST SUBDIVISION

STREET A - PLAN & PROFILE (STA: 18+20 - 23+30)
HILLCREST SUBDIVISION
500 OLLONE PARKWAY, WATSONVILLE, CA 95076

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	11/13/13

C6.3



STREET B & STREET C - PLAN & PROFILE



RAMSEY
 CIVIL ENGINEERING
 1000 S. 10TH AVE., SUITE 100
 DENVER, CO 80202
 (303) 733-1100
 WWW.RAMSEY-CO.COM

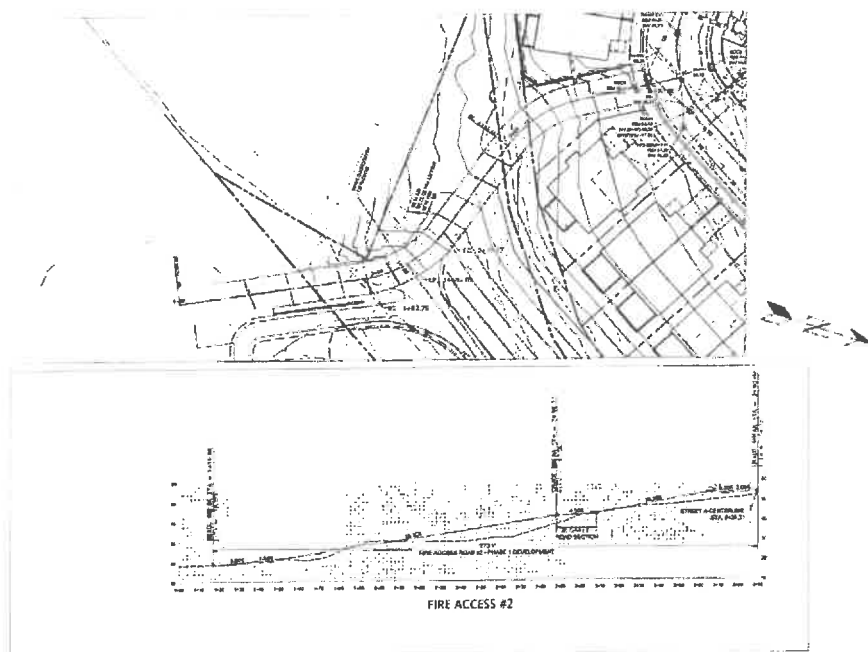


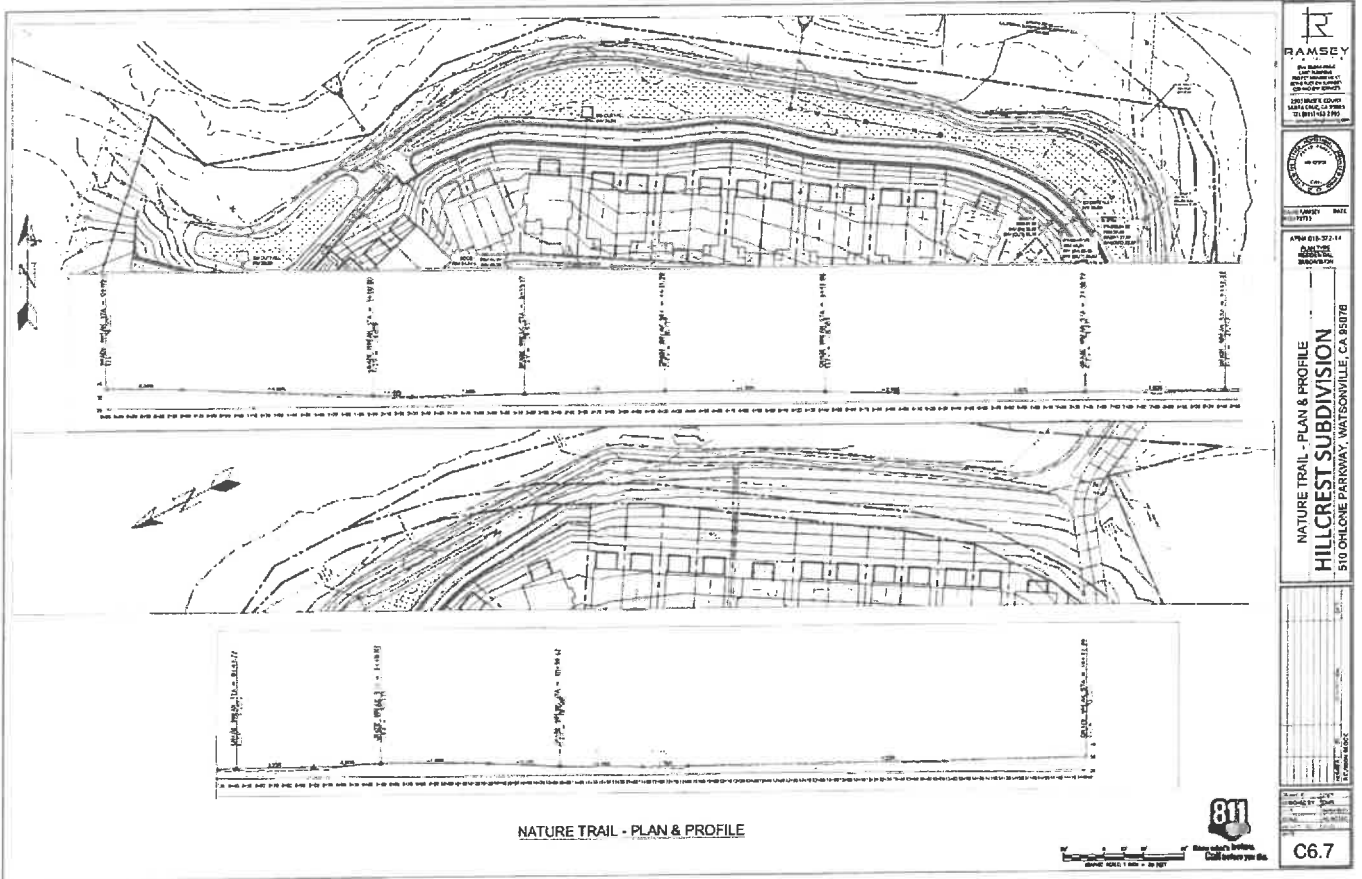
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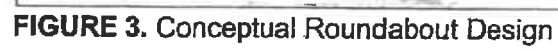
STREET B & STREET C - PLAN & PROFILE
HILLCREST SUBDIVISION
 810 OHLONE PARKWAY, WATSONVILLE, CA 95076



811
 Know what's below.
 Call before you dig.

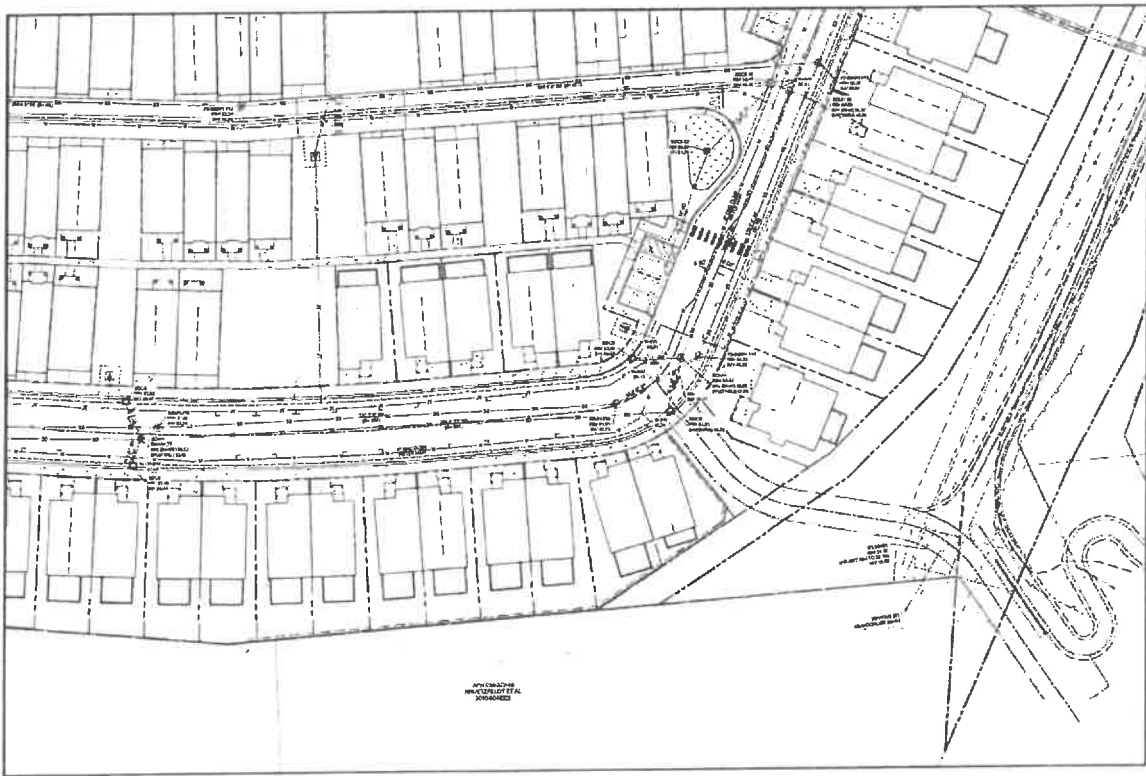






**Don't let the weather
call the shots on you.**

C7.0



APPROVED
HILLCREST SUBDIVISION
3/10/2012

PRELIMINARY UTILITY PLAN



RAYMOND
ENGINEERING
1801 WEST 10TH
SUITE 100
WATSONVILLE, CA 95076
(831) 851-1111
www.ramsey-engineering.com

RAYMOND ENGINEERING
3/10/2012

3/10/2012 3:14
HILLCREST
SUBDIVISION

PRELIMINARY UTILITY PLAN
HILLCREST SUBDIVISION
910 CHLOE PARKWAY, WATSONVILLE, CA 95076



811
Call before you dig

C8.2

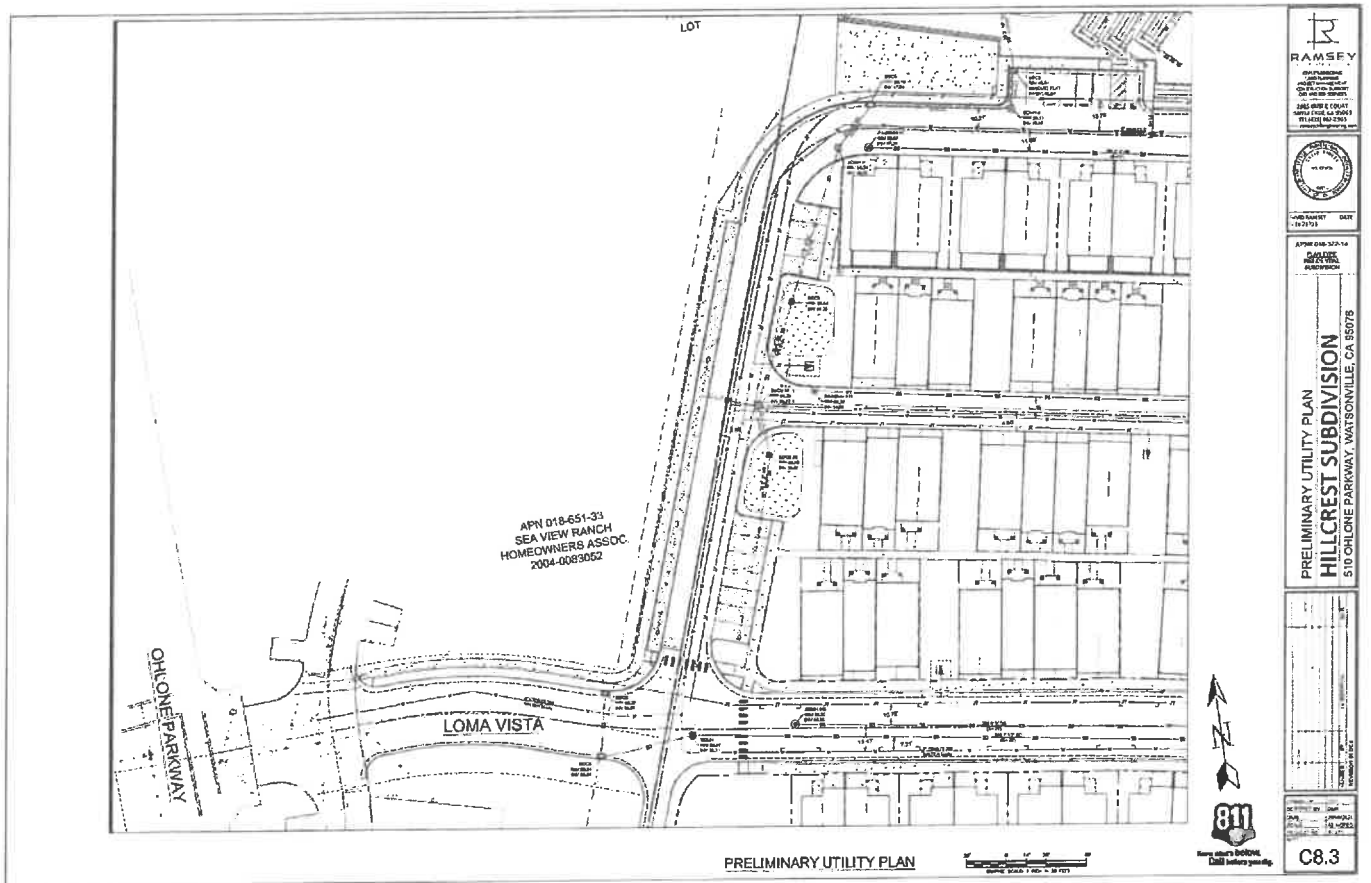


EXHIBIT I
PHASING/STAGING MAP



STAGING & PHASING SUMMARY									
NEW STAGE (CONSTRUCTION SEQUENCE)	PREVIOUSLY LABELED PHASE	LOTS TO BE CONSTRUCTED	# of Unit Type						COMMON LOTS TO BE CONSTRUCTED
			A	C2	F	G	Ki	SUM	
1	4	84-90, 94-113	0	10	5	6	6	27	LOMA VISTA ENTRANCE, PORTION OF STREET A, PORTION OF STREET B, FIRE ACCESS, STORMWATER DETENTION AREAS, STORMWATER OUTFALLS
2	3	51-61, 71-83, 91-93	0	11	4	6	6	27	PORTION OF STREET B, PORTION OF STREET A, NATURE TRAIL, BIRD WATCHING AREA
3	5	114-144	1	16	3	5	6	31	PORTION OF STREET A, STREET C, NATURE TRAIL SWITCHBACK, SPORTS COURT, ERRINGTON RD IMPROVEMENTS, ROUNDABOUT, FINAL REMEDIATION PIT REINFORCED CONCRETE CAP
4	2	31-50, 62-70	2	12	5	5	5	29	UNITS/ LOTS ONLY
5	1	1-30	2	14	3	5	6	30	PORTION OF STREET A

NEW STAGE (CONSTRUCTION SEQUENCE)	PUBLIC AMMENITY INSTALLED
1	COMMON LOT 7 - PORTION OF EXERCISE PAR COURSE
2	COMMON LOTS 1 & 6 - PORTION OF NATURE TRAIL, COMMON LOT 5 - ADULT GATHERING & BOCCI BALL VENUE, SITE - PORTION OF EXERCISE PAR COURSE
3	COMMON LOT 1 - COMMUNITY EVENT VENUE & ACTIVITY PLAY AREA & TRAIL SWITCHBACK, SITE - PORTION OF EXERCISE PAR COURSE
4	COMMON LOT 4 - GARDEN & FAMILY VENUE, SITE - PORTION OF EXERCISE PAR COURSE
5	COMMON LOT 2 - BIRD WATCHING, SITE - PORTION OF EXERCISE PAR COURSE

JOB NO. 20-021 APN 018-372-14
 ADDRESS 510 OHLONE PARKWAY, WATSONVILLE, CALIFORNIA
 DRAWN GS DATE 04/13/2022
 SCALE SHEET 1 OF 4

COMMON LOT DESCRIPTIONS:

① COMMON LOT 1 - COMMUNITY EVENT VENUE & ACTIVE PLAY AREA

THIS AMENITY WILL BE COMPLETED IN STAGE 3 (PHASE 5) AT THE ENTRANCE TO THE NATURE TRAIL ACCESSIBLE RAMP, VISITOR PARKING. THE AREA CONSIST OF A MULTI-ACTIVITY AREA (VOLLEYBALL- BASKETBALL -PICKLE BALL - NEIGHBORHOOD BARBEQUE WITH TRELLIS SHADE). THE HOA CAN SET-UP TENTS, SEATING, AND A STAGE FOR EVENTS IF NEEDED.

② COMMON LOT 2 - BIRD OVERLOOK

THIS AMENITY WILL BE COMPLETED IN STAGE 5 (PHASE 1) BETWEEN UNITS 11 AND 12. THE AREA WILL CONSIST OF A RAISED DECK PATIO AREA, WITH SEATING BENCHES AND BIRD WATCHING EQUIPMENT.

③ COMMON LOT 3 - COMMON LANDSCAPED AREA

THIS AREA WILL BE COMPLETED IN STAGE 5 (PHASE 1) WITHIN THE ISLAND AREA OF UNITS 17-30. THE AREA WILL CONSIST OF LANDSCAPING PER THE LANDSCAPE PLANS.

④ COMMON LOT 4 - GARDEN AND FAMILY VENUE

THIS AMENITY WILL BE COMPLETED IN STAGE 4 (PHASE 2) BETWEEN UNITS 119/144 AND 31/50. THE AREA WILL CONSIST CHILDRENS PLAY EQUIPMENT, FAMILY VENUE, AND A SHARED COMMUNITY GARDEN. ALSO, REFERENCED AS A PICNIC AREA, WITH TREES, TABLES & BENCHES, CLIMBABLE TURTLE AND SEE-SAW STRUCTURE (4 FT HIGH).

⑤ COMMON LOT 5 - ADULT GATHERING & BOCCI BALL VENUE

THIS AMENITY WILL BE COMPLETED IN STAGE 2 (PHASE 3) BETWEEN UNITS 54/78 AND 55/79. THE AREA WILL BE DESIGNED FOR THE PACE OF ADULTS WHO CAN VISIT, WATCH, OR PLAY BOCCI BALL, OR SIT AND RELAX. TABLES WITH INDIVIDUAL BENCHES WILL BE DESIGNED FOR CHESS, CHECKERS AND/OR CARD PLAYING GAMES. THERE WILL BE EASY ACCESS FOR WALKERS AND WHEELCHAIRS.

⑥ COMMON LOT 6 - COMMON LANDSCAPED AREA

THIS AREA WILL BE COMPLETED IN STAGE 1 (PHASE 3) ADJACENT TO FIRE ACCESS ROAD #2. THE AREA WILL CONSIST OF LANDSCAPING PER THE LANDSCAPE PLANS.

⑦ COMMON LOT 7 - PORTION OF EXERCISE PAR COURSE

THIS AMENITY WILL BE CONSTRUCTED THROUGHOUT THE ENTIRE DEVELOPMENT, INITIALLY BEING INSTALLED IN STAGE 1 (PHASE 4) WITHIN COMMON LOT 7. THIS WILL BE A TEN (10) STATION EXERCISE COURSE LOCATED THROUGHOUT THE DEVELOPMENT---(A) ADJACENT TO THE NATURE TRAIL, (B) IN THE COMMON AREAS, (C) THROUGHOUT THE INTERIOR STREETS "B" AND "C". IT OFFERS RUNNING AND SPEED-WALKING COURSE WITH VARYING EXERCISING CHALLENGES WITHIN THE NEIGHBORHOOD.

⑧ COMMON LOT 1 AND LOT 6 - NATURE TRAIL

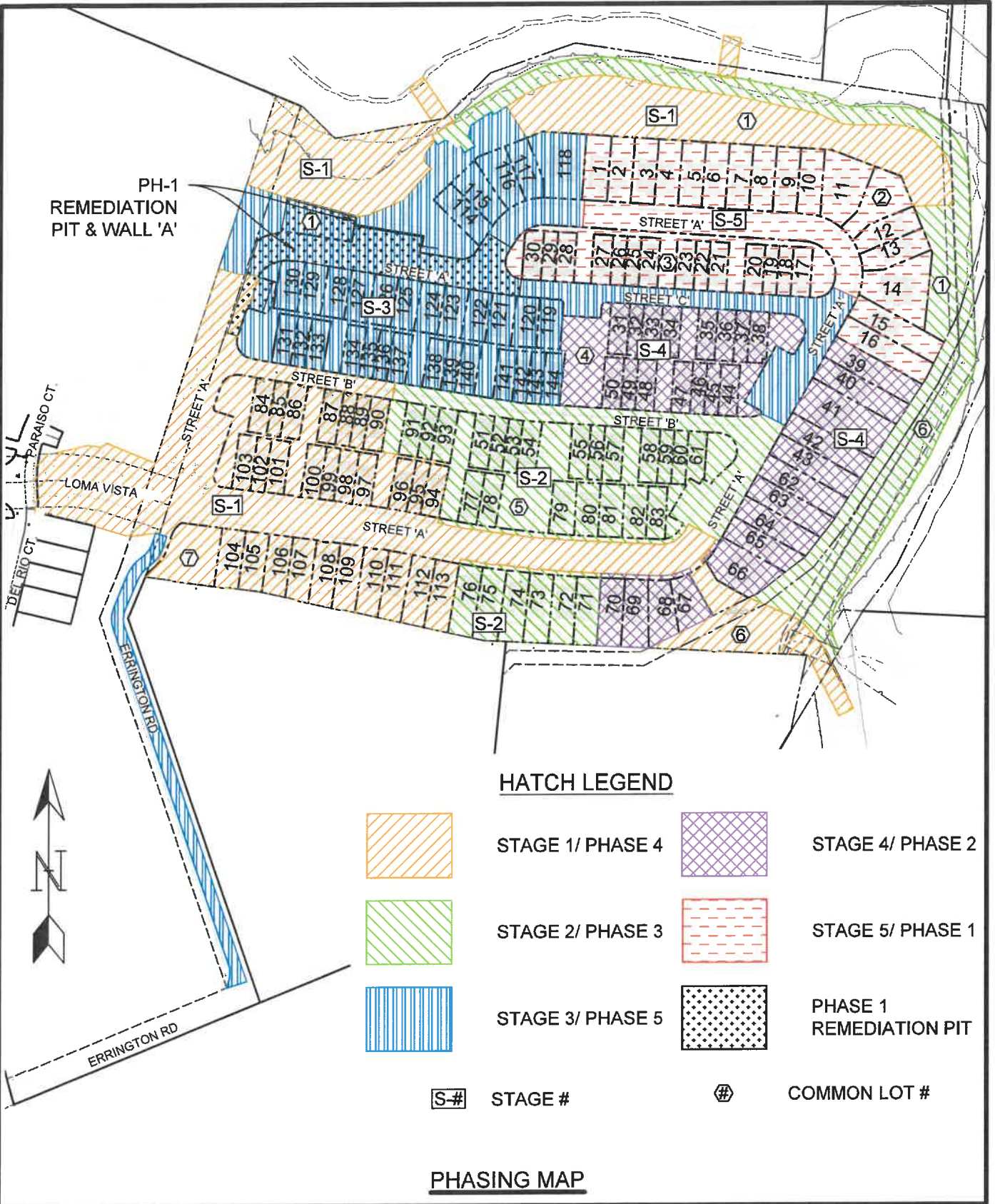
THIS AMENITY WILL BORDER THE PROJECT SITE AND HARKINS SLOUGH AND WILL CONNECT TO THE SOUTHEAST TO THE SUNSHINE GARDENS NEIGHBORHOOD. THIS AMENITY SHALL BE PARTIALLY INSTALLED IN STAGE 2. THE COMPLETION OF THE TRAIL INCLUDING THE SWITCHBACK ACCESS RAMP WILL BE COMPLETED IN STAGE 3. THE DEVELOPMENT WILL PROVIDE A PUBLIC ACCESS EASEMENT TO AND THROUGH THE SLOUGH TRAIL AS A PUBLIC AMENITY.



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ADDRESS 510 OHLONE PARKWAY, WATSONVILLE, CALIFORNIA
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SCALE _____ SHEET 2 OF 4

SEE SHEET 3 FOR CONTINUATION

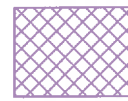
PH-1
REMEDATION
PIT & WALL 'A'



HATCH LEGEND



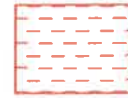
STAGE 1/ PHASE 4



STAGE 4/ PHASE 2



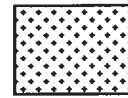
STAGE 2/ PHASE 3



STAGE 5/ PHASE 1



STAGE 3/ PHASE 5



PHASE 1
REMEDATION PIT

[S-#] STAGE #

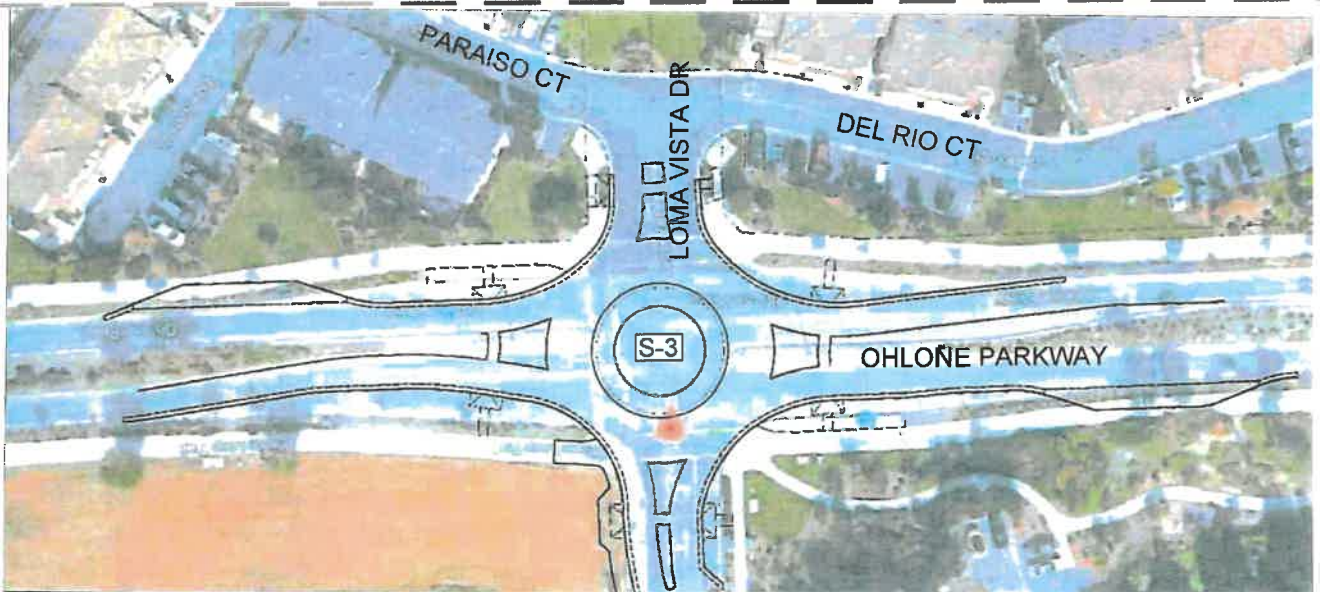
[#] COMMON LOT #

PHASING MAP



JOB NO. 20-021 APN 018-372-14
 ADDRESS 510 OHLONE PARKWAY, WATSONVILLE, CALIFORNIA
 DRAWN GS DATE 04/13/2022
 SCALE 1"=150' SHEET 3 OF 4

SEE SHEET 2 FOR CONTINUATION



STAGE 3: ROUNDABOUT CONCEPTUAL DESIGN



PHASING MAP - CONTINUED



JOB NO. 20-021 APN 018-372-14
ADDRESS 510 OHLONE PARKWAY, WATSONVILLE, CALIFORNIA
DRAWN GS DATE 04/13/2022
SCALE NTS SHEET 4 OF 4

EXHIBIT J
STAGE 1 - 5 UTILITIES PHASING MAPS